



Terms and Conditions

What makes Hamba Africa fantastic along with our ethos and commitment towards conservation is also our commitment towards you, our customers and guests before, during and after your booking.

We're always open, transparent and fair with anyone joining us but before you make a booking with us, it is important that you've read through our terms and conditions, understand and agree with them.

When making your booking we will require you agree to these terms and conditions in writing via email.

We've tried to keep it as simple as possible for easy of reading and not to contain too much boring legal jargon which could confuse or otherwise put you to sleep but within this document contains key information relating to your booking, your responsibilities, requirements, payment and conditions.

Some context

In the following document the words "We" "We'll" "Our" and "Us" refer to Hamba Africa LTD.

Additionally the words "You" "Your" and "You'll" refer to the individual customer.

Furthermore the term "Trip" refers to the package itself as a whole.

Booking, payments, cancellations, refunds, changes to bookings, date changes, price changes,

Booking:

- a) Making a booking: You can book your place either online, through written enquiry as an email or over the phone. Any booking must be made by individuals over the age of 18 and typically should be made by the individual traveling with us. When booking you will need to complete our booking form and agree in writing that you accept our terms and conditions, meet any trip requirements and provide your personal details as found in your passport.
- B) <u>Booking for a third party:</u> Booking as well as payments can be made by those not directly traveling with us themselves but on behalf of someone, anyone booking on behalf of another is allowed to do so provided you agree to state in writing via email you have the permission of the individual joining the trip as well as permission to share their personal details. By booking for them you are also in agreement to our terms and conditions both for yourself as well as the individual traveling with us and that they, the person traveling with us meet any trip requirements stipulated in the booking form.

The individual you are booking for will also need to send written agreement confirming they are joining trip in the form of an email at a minimum of 30 days prior to travel.

- C) <u>Multiple bookings</u>: Bookings for multiple people, groups and organisations can be made directly with Hamba Africa under the conditions that each individual traveling separately provides Hamba Africa with a completed booking form containing their personal details as well as written agreement of our terms and conditions. The deposits and payments can be made either separately from the individuals traveling or collectively dependant on specific wants of that booking and confirmed in written agreement from the group or individuals traveling.
- D) <u>Booking conformations</u>: Upon processing your booking, with personal details provided, payment method agreed and deposit made, you will receive a booking conformation in the form of an email accepting your place on the trip and proof of payment, it will also detail your chosen payment plan and the dates and amounts of your due payments. You will also receive further details of the trip, equipment lists and other information. We urge all those traveling with us not to pay for any flights,



<u>insurance payments or other travel arrangements until you have received your conformation</u>. Please review your booking conformation and the personal details you've provided in it to ensure they are correct.

E) <u>Transferring a booking</u>: If you've booked and confirmed a trip but are unable to attend for what ever reason, you reserve the right to transfer that booking to another individual provided they meet the booking requirements. In order to transfer your booking you will have to inform Hamba Africa in writing, specifically email, as well as the new traveller having to provide all the relevant required travel information minimum of 30 days prior to the trips start date.

Methods of Payment

- a) <u>Standard payments</u>: To secure your place and booking a deposit of £200 will be required with the full amount of the package needing to be paid 42 days before the start of the trip. <u>Deposits are not refundable and non-transferable</u>. Payment must be made through either debit card, credit card both online via a secure email pay by link or as a direct bank transfer. In the event that the trip is cancelled we'll either refund the amount to you or use it to secure a different trip at your choice.
- b) Monthly Payment plans: Secure your place with a £50 deposit and then pay equal amounts monthly until the total cost of the package has been paid. The initial starting payment date will begin on the first of the month after you've given your deposit and secured your place with the total amount being paid 42 days prior to the start of the trip. Trips are not able to be booked through the payment plan if initial starting payment falls within 84 days. Payment plans must be made through either debit or credit accounts as a standing order. The first two payments as well as the initial deposit are not refundable. In the event that the trip is cancelled we'll either refund the amount to you or use it to secure a different trip at your choice.
- c) <u>Booking within 42 days</u>: Booking within 42 days of the trips start date requires the total amount of the package to be paid in full in order to secure your place. The only exception to this is if you've contacted us and a separate written agreement confirmed by both parties has been made.
- d) Failing to make payment: Failing to make payment both for standard payment option and monthly payment plan will be classed as a trip cancelation. During the standard payment plan this will result in you loosing your deposit and regarding the monthly payment plan will result you loosing your first two months payment as well as the initial deposit. If you wish to rebook you will have to contact us in writing or telephonically and provide the initial deposit and payment again, we cannot however guarantee space on the initially desired trip date due to demand. Required dates of payments and amounts will be sent with your booking conformation, is the



responsibility of those booking and traveling with us to ensure payments are made on time.

Cancelations and Changes

- a) <u>Cancelling bookings:</u> If your wanting to cancel your booking it must be provided in writing either through email or letter. Your written cancelation both letter or email will be dated dependant on when it is received by the Hamba Africa office. During all cancelations you will loose your deposit regardless of when you cancel.

 Monthly payment plan cancelations will cause you to loose both your deposit and your first 2 monthly of payment instalments.
 - Cancellations received 42 36 days prior will give a 50% refund of the trip cost
 - Cancellations received 35 29 days prior will give a 30% refund of the trip cost.
 - Cancellations received 28 15 days prior will give a 10% refund of the trip cost.
 - Cancellations received 14 O days prior will give a 0% refund of the trip cost.

In the event you have had to cancel your booking due to extenuating circumstance relating to trauma, bereavement, illness or injury please contact us explaining the situation and well try to treat you as fairly as possible.

We urge you that shortly after you've received your booking conformation to take out your relevant travel insurance that covers against flight cancellations, booking cancellations as well as extenuating circumstances.

b) Changing dates: If you wish to make a change to your booking it must be done by email. Changes before a deposit has been given and a booking conformation been received by the individual/s traveling can be made free of charge. If you wish to move your booking once a deposit has already been given and you've received a booking conformation there will be an administration fee of £30, this is provided the change is made at least 84 days prior to the start date of the original trip and there is availability on the newly requested dates. If you wish to change the booking date of a trip that's start date is within 84 days please contact us directly via email or phone and we will confirm if its possible as well as any cost involved. In the event a change is not possible you will have option to continue with the originally booked trip or cancel it in which case cancellation charges will apply as appropriate. If there are any increase costs involved with changing the date of your booking to a new date you will have to pay those costs, equally if you have reduced costs you will be refunded the difference.



c) <u>Cancelations and changes due to operational demands</u>: Any cancelations to your trip due to operational demands such as the minimum group requirement not being met will result in the option of either moving your booking to a different trip date (incurring no administrative cost) or a full refund of the package if preferable. Please note Hamba Africa is not liable for refunds relating to flights, insurance or expenses outside of the package itself or costs involved with changing dates.

Hamba Africa will not cancel any trip within 28 days of its start date. In the event of serious changes being made to the date of the trip you will be given the option to accept these new changes or receive a full refund of your monies. serious changes meaning changes to the trips start, end or duration of date by 3 or more days.

In the event Hamba Africa has had to make a change to the date of your trip, unless necessary due to forces of majeure we will compensate as follows:

- Serious changes made within 15 days of start date: you will receive £50
- Serious changes made within 42 days of start date: you will receive £30
- Serious changes made within 84 days of start date: you will receive £15
- Serious changes made above 84 days of start date: you will not receive payment
- d) <u>Cancelations due to Forces of Majeure:</u> If your trip is cancelled or serious changes are made to the program due to forces of majeure Hamba Africa will not be liable for any refunds. In the event of a force of majeure Hamba Africa will do its best to provide you with an alternative date where possible. Forces of Majeure can include but are not limited to Natural Disaster (Hurricanes, Earthquakes ect), Extreme weather (Flooding, bush fires etc), Disease Outbreaks, Civil unrest, Demonstrations, Strikes, Political Disruption, Acts of Government, Acts of provincial government, Threats of War, War, Terrorism, Threats of terrorism, Industry Disruption, Loss of utilities, Unnatural Disasters (Infrastructure collapse, Explosions etc) or any other forces beyond Hamba Africa's reasonable control.

As a responsible business and tour operator, Hamba Africa follows guidance and instruction set by the UK's Foreign and Commonwealth office, If the FOC advises to avoid traveling to certain destinations or country, we will change the date of our trip accordingly and offer you an alternative trip or a full refund. If Hamba Africa has been advised by the FOC to avoid certain destinations, skipping activities included in a trip we will provide alternative activities where possible.

In the event of a Force Majeure requiring those already present on a trip to leave the country, if flights are unable immediately Hamba Africa will provide and cover cost of accommodation up to but not exceeding 3 days to allowing for flights to be arranged. Flight costs are to be taken up by the individual traveller.



e) Extending a trip or leaving late: In some situations, it may possible both to extend a trip at the needs and wants of the individual/s traveling with us. This could be to help facilitate return travel arrangements home or for custom travel activities. This is not a given and any arrangements made to extend bookings past the date of the all-inclusive package trip will be done under the agreement of Hamba Africa's management, Tour Guides and the traveler/s themselves. Any costs relating to extending a trip, flights, immigration costs, activities will be agreed upon at the time and the agreement confirmed in writing.

Changes to cost and trip

a) Changes in trip cost: Any booking already made in full will not be subject to changes in cost, however any package that remains unpaid may result in changes in price due to our suppliers, changes in currency, transportation costs as well as others. If the cost of the package does increase a surcharge will be applied, Hamba Africa will cover the first cost equivalent to 2% of the total package, after that you will be required to cover any additional cost increase equivalent to 7% of the total package. At an increase of 8% you reserve the right to cancel your booking and receive a full refund. Prices will not increase within 30 days of your trips start date.

Conversely, if prices decrease for what ever reason you will be given the equivalent amount of monies as a refund.

- b) Changes while on the trip: Those traveling with us must recognise that due to reasons included but not limited to, the rural and remote locations we will be operating in, a relative lack of local infrastructure, the nature of the activities themselves and dependency on weather and behaviour of animals may result in delays, changes in activities or cancelations to activities. Hamba Africa cannot be liable for any activities delays, changes or cancelations caused by circumstances beyond Hamba Africa's reasonable control. If activities are changed or cancelled while a trip is under way Hamba Africa will where possible provide alternative activities or a refund at the individual activities cost, this decision will be made collectively under the agreement of the group taking part in the trip. Hamba Africa will only make changes to a commencing trip and its planned activities for reasons effecting your safety or for convenience of the group of which no refunds will be given for any activities missed.
- c) <u>Leaving Early</u>: Anyone that leaves the trip early for whatever reason including as a result of unacceptable behaviour and breaches of rules and guidelines will receive no refund of the package, missed activities and be required to pay for any flight costs as well as costs relating to potential damages caused by their actions.



Additional information

- a) <u>Fellow traveller list</u>: Once your place has been confirmed, you're contact details, specifically name and email address will be added to a fellow travellers list. 50 days prior to your trips start date we'll send the fellow travellers list as an email to all those joining the trip. If you do not wish to have your information share on with other travellers please let us know via a written email.
- b) <u>Brochures, Leaflets and offline documents</u>: Hamba Africas brochures, leaflets and other offline documents are often printed months in advance of any trip and as a results prices, activities and other information included on them might not be up to date. For the most up to date information please use our website.
- c) <u>UK based meet ups</u>: Prior to your trip you'll be invited to join an optional UK based meet up to discuss your trip and help answer questions. This location of the meet up will vary dependant on the where those joining the trip are based. It is the responsibility of our customers to pay for any cost in traveling to the meeting location as well as any costs involved with refreshment. Hamba Africa is not liable for any injuries, lost or stolen property or damage to property during this meeting.
- d) During your trip you'll be involved with various research projects relating to conservation, during the publishing of these results Hamba Africa may include the name of those participating in its reports. By agreeing this terms and conditions page your accepting your name might be published on various online and offline documents. If you wish to not have your name published we will require you contact us in writing either via email or through a form given to you by your tour leader. For more information please read our data protection policy.
- e) You may be included in some photos taken on Hamba Africas trips, these photos might be used for various marketing both online and offline. By agreeing this terms and conditions page your accepting these images might be published online and in offline documents. If you wish to not be included in any published photos we will require you contact us in writing via email or through a form given to you by your tour leader.
- f) Sharing images, videos and publishing writings of your trip is of course encouraged. However, due to the endangered status of some species and sensitivity certain conservation projects you will be researching and working on as well as Hamba Africas and its affiliates responsibility towards these projects, certain results, data or information should not be made public.



Including but not limited to exact location of surveys, placement of equipment, movements and population numbers of species, exact data, details of methodology of the projects and anything else that could accidently aid poaching, interfering with results and risk members of staff safety should not be published and could be classed as a breach of Hamba Africa's intellectual property rights. If any unauthorised data is found publicly without the written permission of Hamba Africa it will be asked to be removed.

Anyone wishing to publish Hamba Africa's data and findings or use for further research or academic study should contact us directly to gain permission.

Data Protection and Privacy policy.

Hamba Africa takes your data protection seriously and takes responsibility making sure your data and personal information is protected with proper security measures in adherence to the data protection act.

The data and personal information you provide Hamba Africa is needed to process and manage your booking. The data and personal information required to secure your booking will need to be shared with Hamba Africa's suppliers and associates such as accommodation, activity and insurance companies.

Your data and personal information may also be shared with authorities relating to customs and immigration with matters required by law.

Legal data protection requirements might differ between the UK and countries outside of the UK that we work with or you might be resident of may prove to be different. Hamba Africa will not pass your data and personal information on to anyone who does not directly require it to secure part of your package or trip and only with other responsible businesses. By consenting to providing us your personal information and data you consent to Hamba Africa sharing it with its trusted affiliates when your travel arrangements require it. If you do not provide permission for this information to be shared we will not be able to provide a booking.

Main points of our privacy policy and how Hamba Africa manages and uses your data and personal information.

 The data provided by you to Hamba Africa is done so lawfully at the understanding of its necessity for processing your booking. The data you provide Hamba Africa may include Personal information, Contact information,



- Medical Information, Dietary Information Booking preferences and Travel arrangements relating to trip requirements.
- 2) As required to manage your booking data will regularly be passed on internally to Hamba Africa's staff as well as Hamba Africa's business affiliates, suppliers and other organisations.
- 3) Some data being sent to Hamba Africa such as medical or religious (where relating to diet) may be classed as sensitive data. This data is still required in order to manage your booking correctly and you must consent to sharing this information.
- 4) At anytime you can request to see any data Hamba Africa currently has about you on record, who we have sent it too and why.
- 5) Should your data change such as contact details, address or diet we will need to be sent new details to prevent any problems with organizing your trip. Any new data sent Hamba Africa will automatically use to update your record.
- 6) Data sent to process your booking will only be kept for as long as its required to facilitate your booking, after any booking and trip your data and records will be deleted.
- 7) You have the right to opt out of being updated both with Hamba Africa's conservation projects and future marketing by contacting us via email.
- 8) Hamba Africa will not sell your data to any third parties nor send it to others without necessity to facilitate your booking.
- 9) Hamba Africa may send your contact information to other travellers joining your trip to allow you to socialise and bond prior to your arrival. You may opt out of having your contact information shared by telling is in writing via an email.
- 10) You are agreeing both during your trip as well as in the future, Hamba Africa has the right to use images, photos and videos of you during your trip taken by Hamba Africa's staff, business affiliates, other trip members or yourself for marketing and promotional reasons. We may publish these both online as well as offline publications such as brochures and leaflets. We also reserve the right to use any feedback, comments or reviews again for marketing and promotional reasons as well as share your own social media posts when relevant to the package. Hamba Africa may mention your First Name, Age, Location and occupation in our marketing but will not make any sensitive data public. If you see any images, videos or comments published by Hamba Africa that you wish removed please send Hamba Africa a written email identifying the images, videos or comments in question and Hamba Africa will remove it if online and prevent it from being used in future offline publications and marketing.
- 11) Hamba Africa may also include your Name, Occupation and date of your trip when to publishing our conservation reports. If you wish your work during these



conservation projects to remain anonymous, please let us know in the form of a written email and we will not include you.

By agreeing to our terms and conditions page we assume you are in consent to all the methods Hamba Africa will hold and use your data unless otherwise expressed in writing.

General Data Protection Regulation

Hamba Africa's websites use cookies for the purpose of collecting data, we are in accordance with GDPR (General Data Protection Regulation) and in accordance with the 2018 Data protection act, for more information please see our cookie policy page.

Hamba Africa uses HTTPS website security encryption on its website.

PCI and DSS

Hamba Africa and the partner companies we associate with or potentially use to receive forms of payment such as our pay by link email systems or banking systems, as well as any relevant information and personal data given in conjunction with these payments are PCI DSS certified (Payment Card Industry Data Security Standard).

Financial Security

Bookings made with Hamba Africa are done some with the confidence that your monies are 100% secure.

Hamba Africa is a member of the Travel Trust Association (TTA) which act as a guarantee to money ensure that you'll get the service your booking or the full refund of any service or package up to £11,000 in the event of cancelation, company liquidation or illegitimate service.

Travel insurance

Traveling without insurance is a real risk, as such you are required to purchase appropriate travel insurance and provide Hamba Africa with proof of purchase it as well as the details of its coverage.

Hamba Africa advises once you've received booking conformation you purchase insurance soon if not immediately after as you'll then be covered for trip cancellations.



Most insurances can be booked online from reputable providers. Hamba Africa cannot allow uninsured individuals to travel with us and join us on our packages. You must provide proof of your insurance a minimum of 35 days prior to your trips start date as such if you have failed to provide your proof of insurance by this date your trip will be cancelled with normal cancellation charges applying.

To provide acceptable proof of insurance you should send us your insurance providers name, policy name and details as well as conformations.

When booking your insurance, it is essential that you read through and understand what exactly your policy covers. Some insurance policies do not cover specific activities that might be included in Hamba Africa's packages for example horse riding. Other packages might not cover you as the work you'll be involved with will be classed as volunteer work. Some policies not providing appropriate medical cover meaning you to pay for private medical expenses only to reimburse you after the trip. Some do not provide 24/7 support, meaning when you need it's most its not available.

<u>Therefor as a minimum</u> your insurance policy should include medical cover, travel cancelation, personal indemnity and liability cover and have 24/7 support.

It is important that your confident with your insurance provider covering what's included in Hamba Africa package as Hamba Africa cannot accept responsibility for any un-insured activities, injuries, medical expenses or events that you assumed where included in your policy.

Baggage

It is your responsibility during your trip to make sure that your possessions are safe both when resident at camp where the majority of your trip will operate as well as when traveling and during adventure weeks. When purchasing your travel and health insurance you should make sure that your insurance policy includes your personal possessions such as electronics and other valuables which can be purchased at a reasonable price.

Hamba Africa cannot be held liable for any of your possessions become lost, damaged or stolen. It is your responsibility to ensure that all your possessions are stored safe and securely and anything stored at any accommodation or kept in vehicles is done so at your own risk.

Hamba Africa and our suppliers will provide on-site safe boxes in order to secure travel documents such as passports and visas.

Due to the nature of your package there will be times where we have limited vehicle



space, as such <u>individuals are limited to bringing a maximum of 1 large bag such as a suitcase or large backpack</u> and 1 smaller bag such as a backpack or laptop bag. You should find this still provides ample space to pack for 4 weeks.

Once you've received your booking conformation you will be sent a advisory travel itinerary detailing what we advise you to bring.

Flights, Return flights and other travel arrangements.

Currently Hamba Africa as a business does not organise and book flights on behalf of our customers. Organising and purchasing appropriate flights (Or other travel arrangements) enabling you to arrive at the meeting location of South Africa's Limpopo Province, Hoedspruit Airport within the arrival time and date is the responsibility of those joining us.

Once you've secured your booking and along with your booking conformation you'll receive the exact time your expected to be at Hoedspruit airport, usually the last flight of the day to allow for more connecting flights from Johannesburg or other airports to be made.

We advise you book your flights soon after you've received your booking conformation to not risk the price of flights rising with limited availability.

Hamba Arica cannot be held liable for any flight cancelations, missing flights for whatever reason or failure to make appropriate flight or other travel arrangements.

Your departure point will be Hoedspruit airport at the end of your trip and you will be transferred there at a time depending on the nature of the groups traveling arrangements.

Hamba Africa will requires that your booked flight details including airline, flight number and flight time be sent to us to minimum of 30 days prior to your trips start date. This will need to be sent to confirm your place on the trip, as such if you have failed to provide your proof of flights by this date your trip will be cancelled with normal cancellation charges applying.

Anyone traveling to the meeting location through alternative means must send in the form of a written email your travel plans before a minimum of 30 day prior to your trips start date.



Passports and Visas

It is the responsibility of those traveling with us to ensure that all passports, visas and other travel documents required to enter South Africa are obtained.

Passports should have a minimum of 2 blank pages and a minimum of 6 months left before it expires from the date you plan to return to the UK as this is a legal requirement for some countries.

Please note: Hamba Africa can offer you advise on visa and immigration regulations but are in not responsible for obtaining your visas nor are we liable if entry to the country is not granted due to recent immigration changes superseding our advice. Visa rules, regulations and laws can change as such Hamba Africa strongly advises anyone traveling with us on our packages to contacts the relevant embassy's, consulates and familiarises yourself with current immigration requirements and monitoring them leading up to your trip to make sure you've met them.

Hamba Africa will provide contact details to the relevant embassy's, consulates and government sites with further information on the exact nature of South Africa's Visa requirements.

To Hamba Africa's current knowledge, UK residents traveling on a British passport to South Africa do not need to obtain a visa in advance and instead will be issued a 3 month visitor's visa upon arrival in the country provided they adhere to any Health, Medical and Travel requirements and have the relevant documentation which is a passport in date by 6 months and 2 blank pages.

Anyone traveling on with a different passport nationality will have to familiarise themselves with the appropriate requirements.

Some individuals traveling with us who've spent time in the yellow fever belt may have to obtain a certificate ensuring you've been screened or inoculated.

Individuals continuing to travel in south Africa after a Hamba Africa trip will have to make sure they are traveling within the date of their 3 month visitor's visa or obtain their relevant visa and failing to do so is in no way the responsibility of Hamba Africa as such we cannot be held liable.



Health and Safety

You are advised to go and see a travel doctor or your GP prior to traveling with us in order to get advice on any vaccinations and medicines you might need to travel. Additionally, as Hamba Africa is in no way medically qualified to give specific medical advice, such as those relating to pre-existing conditions. Depending on your health history you might need to make sure you are fit for travel by consulting your doctor.

We also advise those without previous medical conditions to visit their travel doctor or GP as soon as possible after receiving your booking conformation as some vaccination courses may take weeks or risk incurring additional charges for more rapid courses.

Once you've confirmed your booking, Hamba Africa will send you information covering local health and safety as well as a checklist regarding what we find helpful to know or bring, however this is only advise. Hamba Africa cannot be held liable for any omissions in or incorrect information.

Those wishing to travel with any pre-existing medical conditions both physically but also extending to mental health as well as server allergies or dietary needs that could affect your ability to participate in activities included in the package should let us know when making your booking. This information will be sent to the trip coordinators in South Africa and they will determine relative to the nature of the condition and through communication with you, the individual whether you're able to join the trip provided the see no risk and deem it safe.

If you do have existing health conditions Hamba Africa may send you a medical form which will need to be completed by your doctor and sent back to us in order to confirm your eligibility to join us. As such, you should not make any flight, insurance or other travel arrangements until Hamba Africa has received your completed medical form and our South African based coordinators have given their approval.

Medical forms relating to pre-existing health conditions will need to be returned within 3 weeks of them being sent or a minimum of 4 weeks prior to your trips start date (what ever comes first). Hamba Africa is in no way responsible for any cost involved with your doctor completing these forms.

Anyone who fails to return their medical form within the dates stipulated or if you book a package and only make Hamba Africa aware of any pre-existing medical conditions after bookings been conformed, depending on the condition Hamba Africa reserves the right to cancel your booking at our standard cancelation policy.



Equally any individual who has arrived with a pre-existing medical condition that Hamba Africa has not been informed of and if we, Hamba Africa deem it a health and safety risk, reserves the right to cancel trip putting you on the next return flight at your expense, equally if you are unable to take part in any activities during your trip because of this reserve no right to a proportional refund.

It is the responsibility of you, the individual traveling with us to bring any medicine you may need with you as well as take them according to your course.

Hamba Africa requires when you make your booking, or prior to your joining us on the trip you provide a contact to call in case of emergency. Hamba Africa or a local Tour leader acting on Hamba Africas behalf reserves the right to contact that person if we are concerned about your safety and welfare or others due to your actions and behaviour during your trip.

Hamba Africa also advises you to familiars yourself with the Foreign and Commonwealth Office (FCO) which provide excellent and up to date advice for UK citizens traveling abroad.

Our Responsibilities and Liability

Hamba Africa's principle responsibility is to provide you with the service you've booked on our websites or offline publications as advertised. Whether these services are provided by Hamba Africa directly or through subcontractors and suppliers acting under the coordination of Hamba Africa.

Hamba Africa will use its best, realistic efforts to ensure you take part in all your planned activities both directly through us and through our suppliers and will not mislead you regarding what you will be getting involved with. Once you've received the information about a trip, both through our website, offline publications or direct communication and secured your booking, we send you further information and details regarding specifics with arrival and meeting times at the start location, equipment lists, fellow traveller list, accommodation details as well as other information.

Hamba Africa endeavours to ensure all information you receive is up to date but as things such as activities and conservation projects availability and running might change or their order can change and previous information you've receive, primarily offline publications might be incorrect. As such Hamba Africa cannot be held liable for these omissions. Hamba Africa will inform you with the exact trip details at the start of your booking as well as any new developments occur leading up to a trip. If however



you already taking part in a trip and activities or services must change due despite our best efforts, we cannot be held responsible for these changes other than to provide an alternative activity or refund for the cost of that specific activity.

Hamba Africa cannot be held responsible for any changes to activities, services or trip length caused by weather, animal behaviour, political issues, terrorism and other events beyond our reasonable control

As stated, information will be updated as it develops through email and it is your responsibility to read and keep yourself informed.

Hamba Africa cannot be held liable for any action effecting our ability or that of any of our suppliers and sub-contractors to provide our service, trip and the activities on the trip caused by a 3rd party unconnected to Hamba Africa, your own actions, events or incident that was unforeseeable and unavoidable as well as circumstances beyond our reasonable control that could not be avoided.

Furthermore Hamba Africa cannot be held liable for any event or incident cause by our staff, employees, tour leaders, suppliers, sub-contractors, affiliates, fellow travellers that even with all due care could not of foreseen or prevented.

In the event of a serious emergency, Hamba Africas tour leaders will respond locally and get you to appropriate medical help. We may contact your emergency contact to keep them informed and either assist you leasing with your travel insurance provider. If the issue is unable to be resolved locally our tour leaders will help mediate your return flight home through your insurance provider.

Complaint procedures

We value your feedback, it helps us improve and develop.

Prior to you joining us on your trip in South Africa, if you feel unhappy with the services provided please contact us via email or phone and let us know what the issue is and we'll do our best to resolve it and improve in the future. If the issue is still unresolved after contacting us via our standard email then contact us on our customer service email which is info@hambaafrica.co.uk with where we went wrong and what you would like us to do about it.

If at any point during your trip you are unhappy for whatever reason please firstly feel free to talk to our tour leaders and talk openly and honestly with them about what the problem was and they will try to resolve it, if the local tour leader is unable to resolve



and improve it or even if the local tour leader or other staff are part of the problem and you feel uncomfortable talking to them about it please contact our customer service email and explain to them the situation and state if you wish to be called by our customer service team and we'll do our best to fix the situation.

When sending a complaint Hamba Africa only accepts complaints in the form of email to info@hambaafrica.co.uk complaints made through other methods cannot be accepted.

Hamba Africa does not accept complaints as groups of people or as individuals representing groups of people. Each complaint must be dealt with fairly and individually in order for the issue to be understood completely and solutions resolved.

Hamba Africa prides itself on giving the most enjoyable experience to our customers as possible, complaints given must be given within 48 hours of any problem in order for us to help resolve the issue. We cannot give compensation in the form of payment, refunds or alternatives if this procedure is not abided as we have no chance to provide a solution.

Issues and complaints not spoken about with our local Tour Leaders or emailed to our UK staff incur no responsibility to Hamba Africa as we have been given no opportunity to resolved the issue.

If for what ever reason you feel that you've followed the terms and conditions stipulated above and you've received no resolution to your complaint or compensation. And that our service has been otherwise completely un-satisfactory as a responsible Tour operator and a member of the Travel Trust Association we advise you to contact our trust affiliates at:

via email enquiries@thetravelnetworkgroup.co.uk via phone 01483 545 780

In which instance a separate arbitrator will review the matter relating to the complaint as well as any documents and information involved.

The exact standards of accommodation, facilities, amenities, cleanliness, hygiene, health and safety as well as other services might be different from your home in the UK as well as your previous travel experiences. Hamba Africa do not source suppliers we feel operate at sub-standard levels and will again provide information honestly and to our best knowledge regarding these details in order to prepare you. We cannot however be held liable for refunds or compensation for and complaints about these standards provided we have described them accurately.



Your responsibilities and code of conduct

- 1. You agree to Hamba Africas terms and Conditions and to abide by them
- 2. You agree to comply with the laws, regulations and rules of the country(s) you will be traveling and visiting including drug and alcohol regulations and social conventions.
- 3. You agree to the specific trip guidelines regarding appropriate behaviour you are expected to show as well as ramifications for not following it. You will be advised of these prior to your departure as well as when you arrive.
- 4. If during your trip break local laws, committed illegal acts, your behaviour is at the opinion of the local tour leader severely unacceptable and becomes a problem for others as well as disrupting the running of the trip or threatens your own safety or other participants, staffs safety as well as local inhabitants safety we will issue a warning. If this warning goes ignored we reserve the right to have you leave the trip. In this event Hamba Africa will not be responsible to refund you for any amount of your trip nor any travel arrangements needed to get you home. Additionally we may depending on the nature of the issue claim expenses for any costs relating or caused by your behaviour.
- 5. You accept that you take responsibility for organising the various trip requirements relating to flights, insurance, visas, and medical check.
- 6. You accept that you will need to bring certain appropriate equipment and clothing relevant to your conservation activities with details being sent to you once you've made a booking.
- 7. Due to the nature of the sites we'll be staying on and the activities well be undertaking and their proximity to potentially dangerous animals, anyone found not following rules and guidelines set in place both by Hamba Africa as well as the local Tour leaders acting on Hamba Africas behalf that are endangering themselves or others may be given a warning and as stated in term (4) of the code of conduct be asked to leave with similar cost ramifications.
- 8. During your activities you will be using various equipment in order to complete the activity, you will be given clear instruction at the time on how to use it. If you damage any equipment or property due to miss use, you will be liable to repay the damaged property. Furthermore if you damage any other third party or Hamba Africas suppliers property you will be liable to pay for damages.



Acceptance of risk

If you take part in activities not included in the package itself and organised by yourself or through other suppliers you do so at your own risk. Complaints directed at Hamba Africa relating to you suffering a injuring or illness at the result of you taking part in these activities independently at your own accord are unfounded. Hamba Africa cannot be held responsible for any activities not included in our package and should be directed at the supplier of these activities. If Hamba Africa believes your claim is valid we may choose to help you pursue your claim but cannot be held responsible for any claim's outcome, additionally we may ask you to assist in contributing to the cost of the claim.

Actions you take on your own accord and free will (Such as solitary walks) that are unsupervised and/or against the instructions or guidance of the local Tour leaders are done so equally at your own risk. With Hamba Africa not being liable for an injury or illnesses they may cause.

The nature of Hamba Africas trip involve them operating in rural parts of South Africa which can suffer a variety of unforeseeable events which may prevent the trip from operating as planned or result in its cancelation. Circumstances such as political instability, animal behaviour, extreme weather, disease and health concerns, infrastructure failure and others.

By booking with us you accept these hazards and the risk involved with these kinds of trips and the unexpected changes and disruptions it might cause.

In the event that we have to cancel or change part of your trip because of reasons outside of our control Hamba Africa with best efforts provide an alternative or a partial refund for the service lost but are not obliged to do so and cannot be held accountable.

Hamba Africa is responsible or liable for events, actions, failures or otherwise problems cause by people, organisations and 3rd parties we have no control over. As such no claim can be made against us due to these causes.

By booking with us you are in understand and agreement that their may be risk



involved with the nature of your trip.

Furthermore Hamba Africa cannot be held liable for delays, accidents, damages to property, injury, loss, health issues or other issues caused by failures in people or organisations other than Hamba Africas own staff.

Some activities, services, equipment and accommodation is operated and provided by third parties. Hamba Africa works with these parties and screens them prior to working with them in order to organise your package, however and liability for claims you wish to make against them is the responsibility of the 3rd party organisation and not Hamba Africa.

Hamba Africa may however help in your claims provided we feel your claim is just and fair.

Applicable law and jurisdiction

Hamba Africa is based in the UK and operates principally under UK law.

Regardless of where you live, your booking destination or your nationality as a UK registered business your booking is accepted under English law and the course of England and Wales have complete jurisdiction and verdict on any disputes or claims between us.

