

Terms and Conditions

These Terms and Conditions ("Agreement") govern the relationship between Luna's Wild Rides ("Company") and the individuals or entities ("Client") booking and participating in the tours and events provided by the Company. By booking a tour with Luna's Wild Rides, the Client agrees to be bound by these Terms and Conditions. Luna's Wild Rides likewise agrees to be bound by these Terms and Conditions and to fulfill its obligations with due care, professionalism, and in accordance with applicable laws and industry standards.

1. Booking and Confirmation:

1.1 Reservation: To secure a booking, the Client must complete and submit a booking form along with a non-refundable deposit as specified by the Company.

1.2 Confirmation: A booking is considered confirmed only upon receipt of the deposit and written confirmation from the Company. The Client will receive a Booking Voucher via email detailing the tour and services provided, as well as the payment information.

2. Payment:

2.1 Pricing: The pricing for the tours is quoted individually for the Client based on the selected itinerary, travel dates, accommodation type, group size, and any additional services requested; or as agreed upon in a separate written agreement via email correspondence between the Company and the Client.

2.2 Deposit: A non-refundable deposit, as specified by the Company, or as agreed upon in a separate written agreement via email correspondence between the Company and the Client, is required at the time of booking. The deposit amount will be deducted from the total cost of the tour.

2.3 Final Payment: The remaining balance is to be paid no later than 30 calendar days prior to the start of the tour, unless agreed differently between the Company and the Client via email correspondence. Failure to make the final payment may result in cancellation of the booking without refund of the deposit.

2.4 Method of Payment: Payments can be made by bank transfer, credit card, or any other method agreed between the Company and the Client. Any additional fees associated with payment methods are the responsibility of the Client.

2.5 Confirmation of Payment: After the Deposit payment has been reflected on the Company's account, the Client receives the Booking Voucher from the Company, confirming the payment of the deposit and outlining the scope of service to be provided by the Company.

3. Cancellation and Refunds:

3.1 Cancellation by the Client: In the event of cancellation by the Client, the following cancellation fees will apply:

- More than 21 calendar days prior to the start of the tour: loss of non-refundable deposit,
- 10 to 21 calendar days prior to the start of the tour: 50% of the total tour cost,
- Less than 10 calendar days prior to the start of the tour or no-show: 100% of the total tour cost, unless the cases when article 3.3 applies.

3.2 Cancellation by the Company: The Company reserves the right to cancel the tour in exceptional circumstances beyond its control, such as natural disasters, political instability, or unforeseen operational constraints. In such cases, the Client will receive a full refund of all payments made to the Company, unless the cases when article 3.3 applies.

3.3 Cancellation terms can vary per tour. If a different policy applies to a certain tour, the Company will inform the Client before the booking.

3.4 Any additional fees (e.g., bank charges) associated with refund to the Client are the responsibility of the Client.

4. Travel Documents and Insurance:

4.1 Travel Documents: The Client is responsible for obtaining and carrying all necessary travel documents, including valid passports, visas, and vaccination certificates when applicable. The Company will not be held liable for any costs or losses incurred due to the Client's failure to obtain or carry the required travel documents.

4.2 Travel Insurance: The Client must have comprehensive travel insurance covering medical expenses, personal accidents, loss or damage to personal belongings, trip cancellation, and any other potential risks associated with the tour. The Company may request a proof of insurance from the Client.

4.3 Zanzibar Inbound Travel Insurance: For travel to Zanzibar, the Client is required to obtain the mandatory Zanzibar Travel Insurance, which must be purchased online on the official website of Zanzibar's government, prior to arrival. Failure to obtain the mandatory Zanzibar Travel Insurance may result in denied entry by local authorities. The Company cannot be held responsible for any consequences, delays, or additional costs arising therefrom.

5. Execution of the Tour:

5.1 Itinerary Alterations: The Company reserves the right to modify the itinerary or accommodation arrangements due to unforeseen circumstances, such as weather conditions, wildlife movements, or safety concerns. Every effort will be made to provide alternative arrangements of equal value.

5.2 Travel times and distances: The driving or walking times and distances indicated in the itinerary description are approximate and are for informational purposes only. They can vary due to numerous factors, such as the situation on the road, weather conditions, stops along the way, fitness level of the group and others.

5.3 Accommodations: The Company reserves the right to substitute the accommodation with an accommodation of the same standard in the same area, if requested accommodation is fully booked or otherwise unavailable. Should the Client disagree with the substitution or request accommodation of a higher standard or price category, the price difference will be invoiced to the Client. Any such changes will be communicated to the Client.

5.4 Subcontractors: The Company reserves the right to employ subcontractors to carry out all or part of the services agreed to be supplied. In such cases, the Company remains the principal service provider

and the Client's main point of contact before, during and after the tour. The use of subcontractors does not alter the Client's contractual relationship with the Company.

5.5 Health and Fitness: The Client must ensure they are in good health and have the physical fitness necessary to participate in the selected tour activities.

5.6 Code of Conduct: The Client agrees to abide by local laws, regulations, and customs during the tour. Disruptive behavior, non-compliance, or any activity that may endanger the safety or well-being of others may result in the Client's participation in the tour being discontinued. No refunds will be issued, and the Company shall not be liable for expenses incurred as a result thereof.

6. Liability and Indemnity:

6.1 Limitation of Liability: The Company shall not be held liable for any loss, damage, injury, delay, or expense caused by factors beyond its control, including but not limited to acts of nature, accidents, weather conditions, road conditions or mechanical breakdowns.

6.2 Indemnification: The Client agrees to indemnify and hold the Company harmless from and against any claims, losses, damages, liabilities, and expenses arising out of the Client's participation in the tour.

7. Complaints and Service Quality

7.1 Commitment to Service Quality: the Company strives to provide services that meet or exceed the Client's expectations in all aspects of the tour. The Company welcomes feedback and suggestions, as they help us continually improve the quality of our services.

7.2 Reporting of Complaints: Any complaints or concerns must be reported immediately to the Company's representative and, where applicable, to the relevant service provider. Both parties will make every reasonable effort to resolve the issue as quickly as possible.

7.3 Unresolved Complaints: If a complaint cannot be resolved to the Client's satisfaction during the tour, it must be submitted in writing to the Company no later than 30 days after the completion of the tour.

7.4 Late or Unreported Complaints: The Company cannot accept liability for any complaints that are not reported and processed in accordance with the procedures described above.

8. Governing Law and Jurisdiction:

7.1 This Agreement shall be governed by and construed in accordance with the laws of Tanzania. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Tanzania.

By booking the tour with Luna's Wild Rides, the Client acknowledges that they have read, understood, and agreed to these Terms and Conditions in their entirety.

Thank you for taking time to read these Terms and Conditions. If you have any questions, please do not hesitate to contact us! Your enjoyment, comfort and safety are our priority.