

## Horizon Safaris - Terms & Conditions

The Terms and Conditions regulate the terms and conditions between Tanzania Horizon Safaris (hereafter referred to as "Company") and you (hereafter referred to as "Client").

### **THE BOOKING**

Bookings and the following contract become legally binding in Arusha / Tanzania. Therefore the regulations and laws of the Democratic Republic of Tanzania apply.

### **UNDERAGE TRAVELLERS**

Bookings can only be accepted to persons who are under 18 years of age when accompanied by an adult who will be responsible for them.

### **PAYMENTS & DEPOSIT**

Upon acceptance of the offered travel 30% deposit is payable by the client, the booking is approved after incoming payments. The deposit is a part of the total amount for the travel payments

Short-notice bookings: If a booking is made within less than 2 weeks before departure, the full amount must be paid to secure the booking.

\*If the full amount is not paid at least one (1) week prior to departure, the Company reserves the right to treat the booking as cancelled and the deposit shall be forfeited.

\*Clients/Agents booking within four (4) weeks of tour departure are required to pay the full amount immediately to secure the reservation.

\*All bank charges are to be settled by the client or agent respectively. This includes transaction fees charged by our bank.

The amount shown on the invoice, is the amount that needs to reflect in our account and should bank charges have been deducted, we would have to invoice you subsequently.

### **MODIFICATION OF BOOKINGS**

If the client requests a modification of the consisting booking (for example modification of the trip events, reclassified flight tickets, modification of accommodation, edited number of the subscriber etc.) he must keep in touch with Tanzania Horizon Safaris in time. In this case a booking transfer fee of 50 USD

can be calculated. To provide best services, last-minute modifications of itineraries can create delays or interfere the original setup. Though our team is always dedicated to our clients requests, we advice our clients to keep to the original schedule if possible. All modifications during trip can not be refunded.

In case of flight delays or cancelations of international flights, our team will adjust the itinerary in the best possible way under the given circumstances. However, refund request fall under the cancelation policies.

## **CANCELLATION**

A cancelations must be sent in writing to the office by email that confirmed the reservation. Cancellations shall only be effective from the date of receipt of cancellation by the booking office. In case of a booking cancellation, the company shall retain the full deposit if not agreed differently.

If a booking is cancelled, the client is subject to a cancellation fee on paid deposits as follows:

- more than 6 weeks prior to departure – no cancellation fee
- until 4 weeks prior to departure – 30% cancellation fee
- 4-2 weeks prior to departure – 50% cancellation fee
- 2-1 weeks prior to departure – 75% cancellation fee
- less then 1 week prior to departure – 100% Cancellation Fee

Exceptions: Flights are excluded from refund options. In case a trip must be cancelled, we cannot guarantee a full refund for flights as this is subject to the specific airline. We always do our best to offer free cancelations but rely on the terms and conditions of hotels & airlines.

The company reserves the right to cancel any tour at its sole and absolute discretion, without prior notification in instances where this is unavoidable. However, in that case the company agrees to refund all money that has already been paid by the client. This shall be the company's sole responsibility to the client and no claim for any damages, howsoever arising, shall accrue against the company.

## **TRAVEL DOCUMENTS /PASSPORTS, VISAS AND OTHER TRAVEL PAPERS**

\*It is the client's sole responsibility to ensure that passports, visas, health certificates, proof of vaccinations, Travel Insurance and any other documentation required are all in order for the countries to be visited.

\*The Company cannot be held liable for any consequences, damages or claims if the client does not attend correctly to the client's documentation and related matters prior to commencement of the tour.

## **BAGGAGE**

\*At any time, all baggage and personal effects are at the client's responsibility and the company does not accept any liability for any loss or damage of any personal effects, howsoever arising.

\*Clients for our hiking tours are entitled to one Duffel Bag of not more than 15 kg (backpack or soft bag – no hardtop suitcase) and a Daypack.

\*Safari clients are recommended to carry duffel bags for group safaris as they are easier to store. Hardtop suitcases can be used in consultation with our safari guides and on private safaris.

The Company reserves the right to refuse excess baggage. Please notice that on our trekking tours and on some "bush" flights other baggage regulations may apply.

\*Excess luggage: All excess luggage must be indicated on time before the booking to be included in the price. Last minute changes may lead to additional charges at the airport that is payable directly to the airline.

## **RISK**

\*The client accepts that all tours are of an adventurous nature and involve an element of personal risk. Neither the Company nor any of its agents can be held liable in any way for any injury, loss of life or damage to property, howsoever caused. The client hereby indemnifies the Company and will hold the Company, its agent, assigns and servants harmless from any such claim.

\*The client accepts full responsibility for all risks involved.

\*We request our clients to be on time for all departures as delays caused by clients can lead to unforeseen risks. We kindly ask our clients to listen to our professional guides and tour leaders at all times.

## **AUTHORITY ON TOUR**

\* The decisions of the Company's guide/driver on tour shall at all times be final and binding.

\* The client must at all times comply with the laws, customs and foreign exchange regulations of all countries visited.

\* Misbehavior, threatening, violating or rude behavior of any participant against our team or other customers will lead to end the safari or hike.

\* It is our guides/drivers/tour leaders decision to end the safari or hike if needed.

\* All customers are reminded to keep to the schedule as agreed in the itinerary. If a customer doesn't comply with the schedule, delaying group departures to an unacceptable amount of time or fails to be present at agreed pick-up times, our guides/drivers/tour leaders have the authority to end safari or hike if needed at the customers cost if necessary.

## **COMMUNICATION POLICY**

All communication between guests, partners, and our office must be conducted via email to ensure clarity, reliability, and proper documentation. While WhatsApp may be used for initial contact or urgent matters, it is not an official channel for handling bookings or contractual discussions.

All inquiries related to booking modifications, cancelations, or additional requests must be submitted in writing via email. Please note that WhatsApp messages

can be edited or deleted and therefore cannot serve as a legally binding form of communication. The confirmed itinerary constitutes the binding agreement between both parties.

## **REFUND POLICIES**

### Applicable Law and Jurisdiction

This agreement, including all matters relating to complaints, liability, and refund requests, shall be governed by and construed in accordance with the laws of the United Republic of Tanzania; unless otherwise required by mandatory consumer protection regulations, the place of jurisdiction shall be the registered place of business of the Company in Tanzania.

### Obligation to Report Complaints Immediately

Any dissatisfaction, deficiency, or complaint concerning services provided must be reported immediately during the trip, and at the latest at the moment the issue occurs, in order to allow the Company a reasonable and practical opportunity to investigate, react, correct, or replace the affected service; complaints reported with delay, or after the opportunity for corrective action has passed, may be rejected in whole or in part.

### Mandatory Complaint Hierarchy

Clients are required to follow the mandatory complaint escalation hierarchy below; failure to do so releases the Company from liability where corrective action

would otherwise have been possible:

1. Driver / Guide / Local Representative – Immediate notification on site
2. Main Office / Responsible Sales Agent – Written escalation by email if the issue cannot be resolved

Complaints not communicated through this hierarchy during the trip shall be deemed unreported.

#### Written Form Requirement During the Trip

All complaints must be submitted in written form (email or signed written statement) before completion of the trip; verbal notifications alone are insufficient to establish a formal claim under Tanzanian contract principles, particularly where evidence or remedial action depends on timely documentation.

#### Complaints Submitted After Completion of the Trip

Complaints raised only after completion of the trip, and without prior written notification during the trip, may be rejected without further review; in such cases, the Company cannot be held liable, as it was deprived of the legal and practical possibility to remedy the alleged deficiency in due time.

#### Duty of Cooperation and Damage Mitigation

Clients are obligated to cooperate reasonably with the Company and its representatives in resolving complaints and mitigating potential damages; where an appropriate alternative service, adjustment, or correction is offered and unreasonably refused by the client, any entitlement to compensation may be reduced or fully excluded.

#### Refund Requests and Evidence Requirement

Refund requests must be submitted in writing within fourteen (14) days after completion of the trip and must be supported by clear, objective, and verifiable evidence, including but not limited to photographs, written confirmations, timestamps, receipts, or witness statements where applicable; unsupported or subjective claims shall not constitute a valid basis for compensation.

#### Assessment According to International Tourism Standards

Any refund or compensation, if granted, shall be calculated exclusively in accordance with internationally recognized tourism compensation guidelines, such as the Frankfurter Tabelle or comparable international travel law standards, as commonly applied in cross-border tourism operations in Tanzania; compensation is strictly limited to the proportionate value of the affected service.

#### Exclusions and Limitations of Liability

No refunds or compensation shall be granted for:

- Complaints submitted after completion of the trip, without prior written notification during the trip, may be rejected in full.

- Minor or insignificant deviations that do not materially affect the overall value of the trip.
- Circumstances beyond the Company's control, including but not limited to weather conditions, wildlife movements, road conditions, park authority decisions, government regulations, force majeure events, airline delays, or third-party service providers.
- Services not used voluntarily or refused by the client without justified cause.

Indirect damages, consequential losses, loss of enjoyment, or emotional distress are excluded to the maximum extent permitted under Tanzanian law.

#### Final Determination

The Company reserves the right to assess each complaint and refund request on a case-by-case basis; any approved refund shall be processed within a reasonable timeframe following final written agreement, and such settlement shall constitute full and final satisfaction of the claim.

## **MARKETING**

The Company reserves the right to use any photographs and videos taken during tours for marketing or any other advertising material with written consent by the client before the trip. The client hereby gives consent to use such photographs and authorizes the Company to retain copyright for these photographs and such material.

## **FORCE MAJEURE**

Unforeseen circumstances including but not limited to war, mechanical breakdowns, weather, riots and other unforeseen reasons beyond the control of the Company may cause delays or alterations to the tour. The Company shall not be held liable in any way for any of these possible occurrences or any consequences, which may arise as a result of these.

## **PRICE POLICIES**

At Tanzania Horizon Safaris, we focus on delivering exceptional travel experiences tailored to your needs. While we are always happy to provide total package prices and answer your questions transparently, we do not offer detailed price breakdowns. Here's why:

1. **Tailor-Made Packages**  
Every trip we design is customized to match your specific preferences, travel dates, group size, and activity level. Prices vary based on these factors, making a standard breakdown impractical.
2. **Partner Agreements & Confidential Rates**

We work with trusted local partners—lodges, guides, transport providers—who offer us special rates. These rates are confidential and protected by agreements that don't allow us to disclose individual pricing components.

3. Flexible Pricing Across Seasons

Prices for accommodation, park fees, and transport can change with the season or availability. A fixed breakdown would not reflect this natural fluctuation and might be misleading.

4. Simplified Planning Experience

Our goal is to make travel planning enjoyable and stress-free. By offering clear total prices, we help you focus on the experience instead of navigating complex spreadsheets and itemized costs.

5. Value Comes from the Whole Experience

The value of your trip lies not just in its components, but in how seamlessly we bring them together. Our pricing reflects the complete service: expert planning, 24/7 support, and unforgettable memories.

## **PRICE CHANGES**

All our prices are based on the current National Park fees and taxes. There have been ongoing talks that East African countries will be undergoing changes to tax regulations. Should the authorities decide on increasing fees and taxes, even though they might currently not be scheduled, we would subsequently have to pass on these increases.

## **START / END OF THE TOUR**

The tour begins with the transfer from the airport and it ends with the transfer to the airport on the agreed dates. In case of delay at the airport for your international or domestic flight, arrangement for meals, overnight accommodation etc. should be made by your airline, not by Tanzania Horizon Safaris.

## **COOKIE POLICY**

We use [cookies](#) and similar technologies to run this website and help us understand how you use it. For more detailed information please read our [cookie policies](#) according to the General Data Protection Regulation (GDPR).

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