

DAVID LEARMAN
PHOTOGRAPHY

ZANZIBAR PHOTO TOUR

GENERAL TERMS
AND CONDITIONS



These Terms and Conditions are provisional and provide general information about the Zanzibar Photo Tour hosted by David Learman provisionally planned from 22 – 29 inclusive, October 2027.

A definitive itinerary, dates, accommodation arrangements, inclusions, exclusions, photographic activities and other information (“Trip Information”) will be provided in response to receipt of your enquiry to phototour@davidlearman.com and will form part of your agreement with us.

If any inconsistency arises between these General Terms and Conditions and specific details set out in the Booking Agreement expressly confirmed to you for your reservation, the specific Booking Agreement will prevail to the extent of that inconsistency.

1. The Tour and Our Contract

The Zanzibar Photo Tour is an independently organised, small-group photographic travel experience hosted by David Learman.

The tour involves the use of independent third-party suppliers, including accommodation providers, vehicle operators, drivers, local guides, boat operators, restaurants, activity providers and other service providers in Zanzibar and Tanzania.

Your contract with us is for the organisation and hosting of the tour as described in our Booking Agreement and Trip Information. Services supplied directly by independent third parties may also be subject to their own terms and conditions.

A contract between you and us comes into existence when:

1. you submit a signed Booking Agreement which is obtainable from phototour@davidlearman.com;
2. we confirm that a place is available;
3. we send you an invoice for the deposit
4. we receive the required deposit.
5. we issue written confirmation of your booking; and

The Booking Agreement and invoice will specify the tour price, payment schedule and any arrangements specific to your booking.

2. Privacy and Personal Information

We will collect and use personal information reasonably necessary to administer and operate your tour.

This may include your name, contact details, passport information, nationality, travel dates, emergency contact information, dietary requirements and other information necessary for accommodation, transportation, border, immigration, insurance or other travel arrangements.

Your information may be shared with relevant airline, accommodation providers, transport operators, local guides, activity providers, insurers or other suppliers involved in providing the tour.

We will take reasonable steps to protect personal information in our possession and will not knowingly disclose it to unrelated third parties except where required for the operation of the tour, required by law, necessary to protect your safety, or otherwise authorised by you.

Photographs taken during the tour may be used for promotional purposes only where appropriate consent has been obtained from you.

3. Booking Deposit

A non/part-refundable deposit of 25% of the total tour price, or such other amount as specifically stated in the Booking Agreement, is required to secure your place.

Your booking is not confirmed until the required deposit is received, and written confirmation has been issued to you by us.

The deposit may be applied towards non-refundable commitments already made on your behalf, including accommodation, transport, local services and other tour arrangements.

If a booking is made within 60 days of the tour departure date, the full tour price is payable at the time of booking unless we agree otherwise in writing.

4. Final Payment

Unless otherwise specified in writing, the balance of the tour price is due no later than 60 days before the scheduled departure date.

If we do not receive the balance by the due date, we reserve the right to treat the booking as cancelled by you and apply the cancellation provisions in Section 7.

Where a booking is made within 60 days of departure, full payment will be required immediately on booking.

We will decline participation in the tour where the full tour price has not been paid 60 days before departure.

5. Tour Prices

The tour price is the price stated in your Booking Agreement and invoice.

Prices, are calculated on the costs reasonably anticipated at the time the tour is priced, including accommodation, transportation, local services and applicable taxes and charges.

Once your booking has been confirmed and the required deposit paid, the tour price will not normally be increased.

However, we reserve the right to make a reasonable additional charge where there is a substantial and unforeseen increase in costs imposed on us by third parties or governmental authorities, including significant increases in accommodation, transportation, taxes, compulsory fees or currency-related costs.

Where such an increase is substantial, we will notify you as soon as reasonably practicable and discuss the available options with you.

Any bank, currency-conversion or payment-processing charges associated with your payment are your responsibility unless otherwise agreed.

6. Information we Require from You

To organise and operate your tour efficiently and safely, you will be required to provide information reasonably requested by us prior to departure.

This will include:

- your full name as shown on your passport;
- nationality;
- date of birth;
- passport number and expiry date;
- contact details;
- emergency contact details;
- travel insurance details;
- relevant dietary requirements;
- information concerning mobility or physical limitations that may affect participation; and
- any other information reasonably required for the operation of the tour.

You are responsible for ensuring that all information supplied by you is accurate and complete.

If you fail to provide information required for the operation of the tour, and this results in additional costs or prevents you from participating, those consequences will be your responsibility and liability.

7. Cancellation by You

If you need to cancel your booking, you must notify us in writing. Cancellation will take effect when your written notification has been received.

Unless different cancellation conditions are expressly stated in your booking confirmation, the following cancellation policy applies:

Cancellation received	Refund / charge
120 days or more before departure:	Full deposit refunded less US\$150 admin charge and any non-refundable costs already incurred or committed
119–60 days before departure:	50% of deposit refunded, less any non-refundable third-party costs
60 days or less before departure:	100% of all payments non-refundable, subject to any rights that cannot lawfully be excluded
After commencement / failure to travel:	No refund for unused services, late arrival, early departure or failure to join

No refund will normally be provided if you:

- are unable to participate because you do not possess the required travel documentation; or
- are prevented from travelling because of circumstances personal to you.

If you leave the tour after it has commenced, we are not responsible for refunding unused flight/s, accommodation, transport, activities, meals or other services.

We strongly recommend purchasing comprehensive travel insurance at the time of booking, including cancellation and curtailment cover.

8. Cancellation or Significant Change by Us

We will make reasonable efforts to operate the tour substantially as described in the Trip Information.

However, circumstances may arise in which we must cancel, postpone or materially alter the tour.

If we cancel the tour for reasons within our reasonable control before departure, you may choose, where reasonably available:

1. to transfer the amount paid to an alternative departure; or
2. to receive a refund of amounts paid for the tour, less any specifically identified non-refundable costs that we are unable to recover.

Where cancellation results from circumstances outside our reasonable control, the provisions concerning Force Majeure in Section 9 will apply.

We will notify you as soon as reasonably practicable if a cancellation or major change becomes necessary.

9. Force Majeure

“Force Majeure Event” means an event or circumstance beyond our reasonable control which makes it impossible, unlawful, unsafe or impracticable to commence or continue the tour.

Examples include, but are not limited to:

- war, terrorism or threat of terrorism;
- civil unrest, riots or political instability;
- government restrictions or intervention;
- changes to entry or immigration requirements;
- epidemic, pandemic or serious public-health emergency;
- severe weather or exceptional climatic conditions;
- natural disasters, flooding, earthquake or other natural phenomena;
- fire or major infrastructure failure;
- significant disruption to air, sea or land transportation;
- closure of airports, ports, roads or other essential infrastructure;
- industrial disputes;
- interruption of essential supplies or services; or
- other circumstances beyond our reasonable control.

If a Force Majeure Event prevents the tour from commencing or operating, we will discuss a reasonable resolution with you.

Where the tour is cancelled because of Force Majeure, we will offer a refund of recoverable amounts after deduction of non-refundable costs already incurred or committed on your behalf.

We will make reasonable efforts to minimise such unrecoverable costs.

We are not responsible for consequential or incidental expenses you may incur from a Force Majeure Event, including international flights, visa costs, travel insurance premiums, vaccination expenses, additional accommodation or other personal expenses.

10. Tour Amendments and Transfers

Requests to transfer a booking to another person or another departure will be considered on a case-by-case basis and are subject to availability and the ability to amend arrangements with third-party suppliers.

A person to whom a booking is transferred must meet all applicable requirements for participation.

Any additional costs imposed by accommodation providers, airlines, transport operators or other suppliers, resulting from an approved transfer or amendment, will be payable by you.

No amendment or transfer is guaranteed unless confirmed by us in writing.

11. What Is Included in the Photo Tour

The tour inclusions will be specified in the Trip Information and Booking Agreement.

Unless expressly stated otherwise, the tour price includes:

- return economy flight, DXB – ZAN – DXB;
- accommodation for the nights specified in the itinerary;
- all ground transportation within Zanzibar as specified in the itinerary;
- services of David Learman as photographic host;
- local photographic guiding or assistance where specified;
- photographic excursions and activities specifically identified as included;
- welcome dinner
- meals specifically identified as included;
- airport and other transfers specifically identified as included;
- applicable location entrance fees and permits; and
- applicable local taxes and service charges associated with the included services.

The precise inclusions for your tour are those stated in your booking confirmation.

12. What Is Not Included

Unless expressly stated otherwise, the tour price does not include:

- international flights to point of departure;
- domestic or regional flights not specifically stated;
- visas or country entry permits;
- travel insurance;
- governmental health insurance, vaccinations and medical expenses;
- personal medication;
- meals and drinks not specifically included;
- alcoholic beverages;
- laundry;
- telephone, internet or other personal communications;
- personal purchases and souvenirs;
- camera equipment and photographic accessories;

- baggage and excess baggage fees charged by the airline;
- optional activities;
- gratuities and tips;
- expenses resulting from personal itinerary changes;
- additional accommodation required before or after the tour; or
- any other item not expressly identified as included.

13. Photographic Equipment and Photography

This is a photo tour, and participants are responsible for providing and caring for their own photographic equipment.

You are responsible for ensuring that your camera equipment is appropriate for the conditions encountered during the tour and for arranging appropriate insurance for your equipment.

We accept no responsibility for loss, theft, accidental damage, water damage, environmental damage or technical failure affecting your camera, lenses, computers, phones, storage devices or other personal equipment, except where liability cannot lawfully be excluded.

Photography may involve conditions including heat, humidity, dust, sand, salt water, rain and boat travel. You acknowledge that these conditions may present risks to photographic equipment.

We will provide photographic guidance and tuition as stated in the Trip Information, but we do not guarantee any specific photographic result, subject, wildlife encounter, weather condition, lighting condition or photographic opportunity.

Wildlife and other photographic subjects are unpredictable. Sightings, access and photographic opportunities cannot be guaranteed.

14. Age, Fitness and Health

The minimum age for participation is normally 18 years, unless we expressly agree otherwise in writing. There is no general maximum age, but participants must be sufficiently fit and mobile to undertake the activities described in the Trip Information.

The tour may involve:

- walking over uneven surfaces;
- getting in and out of vehicles and boats;
- exposure to heat, humidity and strong sunlight;
- early-morning starts;
- extended periods of standing or waiting;
- travel on roads of varying quality;
- movement through rural or less-developed areas; and
- other conditions associated with photographic travel in Zanzibar.

You are responsible for obtaining appropriate medical advice before travelling if you have any medical, mobility or other condition that could affect your participation.

You must inform us in advance of any condition or requirement that may reasonably affect your ability to participate safely. We are not medical professionals and cannot determine whether you are medically fit to participate.

15. Passports, Visas and Entry Requirements

You are solely responsible for ensuring that you possess all documentation required for your journey.

This includes, where applicable:

- a valid passport;
- Tanzanian/Zanzibar visa or other entry authorisation;
- onward or return travel documentation;

- vaccination or health documentation;
- travel insurance documentation; and
- Tanzanian/Zanzibar medical insurance
- any other documentation required by the relevant authorities.

Entry requirements can change. Current information can be found on the Tanzanian Government website: <https://visa.immigration.go.tz/guidelines>

We do not obtain visas on your behalf and cannot guarantee your admission into Tanzania or Zanzibar.

You need to check carefully to ensure your country is not on the visa exclusion list. If you are refused entry, delayed or unable to travel because you do not possess the required documentation, you will be responsible for the resulting costs and no refund will normally be payable.

To enter Tanzania, you require mandatory Tanzanian Health Insurance, in addition to your personal travel insurance cover, which is available online at: <https://zanzibar-insurance.earrivalform.com>

16. Travel Insurance

We strongly recommend you buy comprehensive travel insurance which should cover:

- medical treatment;
- emergency evacuation and repatriation;
- cancellation;
- curtailment;
- missed or delayed travel connections;
- baggage and personal possessions;
- photographic equipment;
- personal liability; and
- other risks associated with international travel.

You should carefully check the exclusions and limits of your policy, particularly in relation to photographic equipment, water-based activities, medical evacuation and cancellation.

We are not responsible for losses that your travel insurance could reasonably have covered.

17. Changes to the Itinerary

You acknowledge that travel in Zanzibar involves circumstances that may require flexibility.

The itinerary provided is intended to describe the planned experience but is not an absolute guarantee that every activity, location, route, meal, accommodation arrangement or photographic opportunity will occur exactly as described.

Changes may be necessary because of:

- weather;
- road conditions;
- tides or sea conditions;
- local events;
- wildlife movements;
- accommodation availability;
- transport disruption;
- government requirements;
- safety considerations;
- illness or other circumstances affecting suppliers;
- Force Majeure Events; or
- Collective group decision to focus on a particular subject and or location

We will make reasonable efforts to provide an alternative arrangement of a similar nature where practical.

No refund will be provided for an individual activity that cannot take place because of weather, wildlife behaviour, local conditions or other circumstances beyond our reasonable control.

If we make a substantial change to the tour before departure, we will notify you as soon as reasonably practicable and, where appropriate, discuss a reasonable resolution.

18. Authority of the Host

David Learman is responsible for coordinating and hosting the tour.

The Host may make reasonable decisions concerning the itinerary, activities, transportation and participation of individuals where necessary for the safety, security or wellbeing of participants or to ensure the practical operation of the tour.

Participants must comply with reasonable instructions from the Host and with the laws and regulations of Tanzania and Zanzibar.

If a participant behaves in a manner that:

- creates a safety risk;
- threatens, intimidates or seriously inconveniences another participant, the Host or a service provider;
- damages property;
- is abusive, discriminatory or seriously disruptive;
- involves illegal activity; or
- materially interferes with the operation of the tour,

the Host may require that participant to leave the tour. In such circumstances, no refund will be payable and the participant will be responsible for any additional costs of leaving the tour.

19. Respect for Local Communities and Laws

Participants must respect the laws, customs, traditions, religious practices and cultural norms of Zanzibar and Tanzania.

Participants are requested to behave respectfully when photographing local people, religious sites, private property, children, communities and culturally sensitive subjects.

Appropriate permission should be sought before photographing people where this would reasonably be expected.

The Host may restrict or prohibit photography in circumstances where it could be inappropriate, unsafe, unlawful or disrespectful.

Participants are responsible for their own conduct and for complying with all applicable local and national laws.

20. Assumption of Risk

You acknowledge that international travel and photographic activities involve inherent risks that cannot always be eliminated.

These may include, without limitation:

- delays and transport disruption - road and vehicle accidents;
- boat and marine risks;
- slips, falls and uneven terrain;
- heat, dehydration and sun exposure;
- insects and animals;
- food and water-related illness;
- infectious diseases;
- theft or loss of personal property;
- extreme weather, a
- political or civil disturbance, and ther risks associated with travel in a foreign country.

By participating in the tour, you acknowledge these inherent risks and agree to take reasonable precautions for your own safety.

You should follow reasonable safety advice provided by the Host and local suppliers.

Nothing in these Terms and Conditions is intended to exclude or limit liability to the extent that such exclusion or limitation would be unlawful.

21. Accommodation

Accommodation will be as specified in the Trip Information or Booking Agreement.

Accommodation standards and facilities in Zanzibar may differ from those normally expected in your country of residence.

Room allocations are subject to availability. Where accommodation is shared, participants may be required to share with another participant of the same sex unless otherwise agreed.

Any special accommodation request should be made before booking and cannot be guaranteed unless confirmed in writing.

If an accommodation provider is required to change a booking because of circumstances outside our reasonable control, we will use reasonable efforts to arrange a suitable alternative.

22. Third-Party Suppliers

We use independent third-party suppliers to provide accommodation, transportation, boat services, guiding, meals and other components of the tour.

We will take reasonable care in selecting suppliers that we believe to be suitable for the services they provide. However, such suppliers are independent businesses and are not employees of David Learman.

Their services may be subject to their own terms, conditions, operating requirements and limitations.

Nothing in these Terms and Conditions creates an employment, partnership, joint-venture or agency relationship between us and any third-party supplier unless expressly stated.

Where applicable law permits, we are not responsible for the independent acts or omissions of third-party suppliers beyond our responsibility for exercising reasonable care in selecting and coordinating them.

23. Optional Activities

Activities that are not expressly included in the tour price are optional.

Where we recommend or assist you in arranging an optional activity, that does not mean that the activity forms part of our contract with you.

The activity may be provided under a separate contract between you and the relevant third-party provider.

You should satisfy yourself regarding the risks, suitability, insurance requirements and cancellation conditions of any optional activity before participating.

24. Personal Belongings and Equipment

You will be responsible for your personal belongings throughout the tour.

We strongly recommend that valuable items, including cameras, lenses, computers, phones, passports and other electronic equipment, are adequately insured.

We are not responsible for theft, loss or damage to personal belongings except to the extent that applicable law makes us responsible.

You should not leave valuables unattended in vehicles, accommodation or public places.

25. Liability

To the maximum extent permitted by applicable law, we will not be liable for loss, damage, delay, expense or injury arising from circumstances beyond our reasonable control or from the independent acts or omissions of third-party suppliers.

Nothing in these Terms and Conditions excludes or limits liability for matters that cannot lawfully be excluded or limited under applicable law, including liability arising from fraud or other conduct for which liability cannot legally be excluded.

Where we are legally responsible for a loss, our liability will, to the extent permitted by law, be limited to the reasonable value of the affected service or the amount actually paid by you for that service.

We are not responsible for indirect or consequential losses, including loss of income, loss of enjoyment, loss of opportunity or other consequential financial loss, except where such liability cannot lawfully be excluded.

26. Complaints

If you have a problem or complaint during the tour, you should inform the Host or the relevant local service provider as soon as reasonably possible.

Giving us an opportunity to address a problem while the tour is operating may enable us to rectify it promptly.

If a complaint cannot be resolved during the tour, you should submit it to us in writing within 30 days of the scheduled end of the tour.

We will consider the complaint and respond within a reasonable period.

27. Photography, Promotional Material and Intellectual Property

Participants retain sole ownership of the IP rights to photographs and other original creative work they produce during the tour.

You grant permission for the Host to take photographs or video of you during the tour for reasonable promotional purposes only where you have consented to such use.

If you do not wish to appear in promotional photographs or video, you should notify us accordingly on the tour booking form or at any time during the tour.

Any photographs, written material, itinerary content, teaching material or other intellectual property supplied by the Host remains the property of the Host unless otherwise stated.

Such material may not be reproduced, sold or commercially distributed without prior written permission.

28. Severability

If any provision of these Terms and Conditions is found to be invalid, unlawful or unenforceable, that provision will be severed or modified to the minimum extent necessary.

The remaining provisions will continue in full force and effect.

29. Governing Law and Jurisdiction

These Terms and Conditions and any dispute arising from or relating to your booking or participation in the tour shall be governed by the laws applicable in the United Arab Emirates and the Emirate of Ras Al Khaimah, subject to any mandatory rights or protections that cannot lawfully be excluded.

Where a dispute cannot be resolved amicably, the parties submit to the jurisdiction of the courts having appropriate jurisdiction in Ras Al Khaimah, UAE, unless applicable law requires otherwise.

Nothing in this clause is intended to deprive a consumer of any mandatory legal protection or right available under applicable law.

30. Assignment

You may not transfer your rights or obligations under the Terms and Conditions to another person without our prior written consent.

We may transfer or subcontract aspects of the tour arrangements to appropriate third-party suppliers where reasonably necessary to operate the tour.

31. Special Conditions

Certain departures may have additional or different terms because of their itinerary, accommodation, activities or local arrangements.

Any Special Conditions specifically supplied to you with your Booking Agreement will form part of your contract with us.

You should read those Special Conditions carefully before making payment.

32. Payment Processing and Charges

Payment methods accepted for the tour will be stated in the invoices we share with you.

Where payment is made by bank transfer or other service that incurs a transaction or processing fee, any such charge will be in addition and disclosed to you before payment is made.

Where legally permitted, reasonable third-party payment-processing charges may be passed on to you.

33. Entire Agreement

These Terms and Conditions, together with your Booking Agreement, Invoices, Trip Information and any Special Conditions expressly supplied to you in writing, will constitute the agreement between you and the Host concerning your participation in the tour.

No verbal representation or informal statement will amend the Terms and Conditions unless confirmed by us in writing.

IMPORTANT TRAVEL NOTE

Zanzibar is part of the United Republic of Tanzania and international travel requirements can change.

Participants are responsible for checking the current requirements applicable to their own nationality and circumstances before travelling, including passport validity, visa or entry requirements, health requirements, travel insurance and any other documentation required by Tanzanian or Zanzibar authorities.

The Host does not provide immigration, legal or medical advice.

ACCEPTANCE OF THE TERMS

By submitting a signed Booking Agreement and paying the deposit or otherwise confirming your participation in the Zanzibar Photographic Tour, you will confirm that:

1. you have read and understood the tour Terms and Conditions;
2. you have had an opportunity to ask questions about the tour;
3. you understand what is and is not included;
4. you understand the cancellation conditions;
5. you acknowledge the inherent risks associated with international travel and photographic activities;
6. you accept responsibility for obtaining appropriate travel insurance and travel documentation; and
7. you agree to comply with these Terms and Conditions and the reasonable instructions of the Host during the tour.