



Van Noordwyk Safaris

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BASIC TERMS AND CONDITIONS

**PLEASE NOTE: BECAUSE OF VARYING GOVERNMENT REGULATIONS,
DIFFERENT TERMS AND CONDITIONS MAY APPLY TO EACH HUNTING
AREA/COUNTRY**

1. Available hunts:

1.1 Unless otherwise stated, the hunts available, the minimum days and the combination of species that may be hunted, are in accordance with government regulations, the current price list, concession areas and expected quota for a specific year;

1.2 The outfitter will reserve the exclusive right to allocate quota in an area of his choice for any special hunting package booked.

1.3 Bow hunts are available in all hunting areas – particulars hereof will be made available upon request.

2. Hunting packages include:

2.1 The services of a licensed professional hunter/guide and the use of a hunting vehicle and fuel;

2.2 Fully serviced luxury tented accommodation, all meals, drinks and laundry services during the contracted period;

2.3 Trackers, skimmers and the necessary field and camp staff;

2.4 Field preparation of trophies and transportation thereof to a shipping agent designated by the outfitter (excl.RSA);

2.5 Meeting of clients at arranged venue;

2.6 An emergency communication network and well stocked medical kit.

3. Hunting packages exclude:

3.1 Observer rates, license and trophy fees not specified in packages, CITES permits, additional vehicles for hunting party, air charters and gratuities;

3.2 Accommodation and travel charges before and after the contracted period;

3.3 Air and ground transport to, from and between hunting camps (except where otherwise specified) as well as airport taxes and landing fees;

3.4 Hire of rifles, ammunition and fishing tackle;

3.5 Purchases on behalf of the client of a personal nature (in which case a 5% handling fee will be added);

3.6 Firearm import/export permits (except one (1) permit included per package) and custom duties;

3.7 All costs related to the clients' change of plans/itinerary during the safari;

3.8 Meet and greet charges outside the borders of country of destination;

3.9 Personal, trophy and medical evacuation insurance (which is strongly recommended).

4. General

4.1 All safaris are subject to quota availability at the time of booking. The Outfitter cannot guarantee such quotas as Government/land owners regulate these. The dates and time slots available will be in accordance with the availability of camps and quotas on the Outfitters' booking sheet. Preference and confirmation will be given on a first-come-first-served basis once a deposit has been paid. The outfitter cannot be held responsible should the government/land owners change or withdraw quota allocations after the signing of a safari contract.

4.2 Based on the outfitter's knowledge, observations and experience, the outfitter has the exclusive right to move a client to any camp or hunting area where he feels that the client will have a better chance for success, at any time before or during a safari.

4.3 Should the parties fail to enter into a signed safari contract, then the terms and conditions as set out herein will apply.

4.4 The government controls taxes and custom duties, concession-, community levies, conservation and license fees.

4.5 Prices are based on the ruling exchange rate at the time of printing of the relevant price list. Prices are subject to change without notice and the outfitter reserves the right to adjust the same should the exchange rate between the date of entering into the contract and the last date of the safari differ drastically.

4.6 Clients must be in possession of a valid passport and a visa (where applicable). All non-SADC visitors to Africa require visas. Clients must apply for such in advance in their country of origin if needed.. It is the responsibility of clients to ensure that their travel documents are in order. Invitation letters will be issued by the outfitter.

4.7 Clients are responsible for all health, medical evacuation, travel, trip-interruption and cancellation insurances and should contact their insurance broker or travel agent for quotations on available packages. The Outfitter can, upon request, provide for Medical Evacuation cover at a nominal fee.

4.8 Clients are responsible for all inoculations and preventative medications prior to their safari and should consult their doctor or Outfitter regarding the relevant health regulations and requirements.

Certain areas/countries are high-risk malaria areas. Tsetse fly is a nuisance in some African Countries and bug jackets and protective clothing are recommended.

4.9 Animals wounded or lost are payable in full.

4.10 If for any reason during or 60 days before the commencement of the safari, a client reduces the quotas booked and which were allocated to him by the outfitter, or he/she declines the opportunity of hunting any of the animals so allocated, then the full price of the package/trophy is payable, less 50% on the trophy fee which forms part of any package or the trophy itself.

4.11 No hunt booked for a particular hunting season is transferable to any future season at the same rate. The new rates applicable to the future season will then apply.

4.12 Clients should make their own travel and accommodation arrangements prior to and after the contracted period. If the Outfitter is required to make such arrangements, the Outfitter will be entitled to a handling fee.

4.13 The client must deal directly with the designated shipping agent and must pay all packing, dipping and shipping fees to the shipping agent direct. The Outfitter cannot be held responsible for any loss or damage once the trophies have been delivered to the shipping agent. Trophy insurance is strongly advised.

5. Deposit and payments

5.1 A **50%** (THIRTY PER CENTUM) calculated on the total daily rates, is required **within 7 (seven) days from accepting a quotation**. By paying such deposit the client is accepting the terms and conditions as set out herein, irrespective of whether a written contract has been entered into or not. No safari will be confirmed and the contract will be null and void, unless payment of the full deposit has been received.

5.2 The balance of the hunting package and observer rates, air charters, additional ground transport, meet-and greet fees and additional firearm import/export permits, is payable on the last day.

5.3 Any additional expenses incurred during the safari, such as purchases on behalf of clients, staff gratuities, ammo tax etc., are payable on the last day of the safari.

5.5 Any refund on non-shot trophies will be calculated to the client on the last day of the safari.

5.6 All overdue amounts shall bear interest from the last day of the safari until final payment has been received, at the rate of 2% per month, which said interest shall be payable on demand.

5.7 All payments may be made by direct wire transfer, travelers' cheques, bank guaranteed cheques or cash in favor of: **Van Noordwyk Safaris** at such bank account as the Outfitter may advise the client from time to time or as may be agreed upon between the client and the outfitter. Proof of payment must be submitted in writing before it will be acknowledged. NO personal cheques or credit cards will be accepted.

5.8 All payments must be done in US Dollars or Euros at the ruling exchange rate on the last day of the safari.

5.9 If a safari is cancelled more than 180 days prior to the commencement of the safari, all payments made to date, less a **5% cancellation fee** and expenses already incurred, will be refunded. If cancelled within the 180-day period before the commencement date of the safari, **no refund** will be made, unless a substitute can be provided for the entire contracted period.

5.10 The Outfitter will be entitled to retain trophies as surety, if any amount due and payable on a completed safari is still outstanding.

6. Liability

6.1 Whilst every effort is made by the Outfitter, his professional hunters, guides and staff to ensure the client's safety and comfort, no responsibility can be accepted for any illness, accident, injury or loss whatsoever, or many expenses arising from such illness, accident, injury or loss. The Outfitter, his professional hunters, guides and staff will not accept any responsibility for trophies after their arrival at the shipping agent, nor for any personal goods left behind in camp, aircraft or vehicles.

6.2 The Outfitter will at all times endeavor to sub-contract reputable, reliable and duly licensed and authorized service providers, i.e. charter companies, shipping agents, support agencies etc., but will not accept any responsibility for any acts, omissions or negligence committed by such sub-contracted service providers, resulting in loss of whatsoever nature to the client.

6.3 In paying a 50% deposit, the client accepts the terms and conditions as stipulated herein, irrespective of whether a written agreement has been entered into or not. The onus rests on the client to ascertain the contents, meaning and legal implications of such terms and conditions.

6.4 The client certifies that he/she is in good health of body and mind and that he/she has no physical limitations, which would preclude his/her safe participation in the safari or associated activities. The client furthermore certifies that he/she has full knowledge of the nature and extent, as well as the risk inherent in the participation in hunting/safari activities, and the remote, rugged and harsh areas in which such activities take place and that he/she is voluntarily assuming such risks.

6.5 It is agreed by the client, his/her agent, the Outfitter, his professional hunters, guides and staff that this agreement shall be governed, interpreted and enforced pursuant to the Laws of the Country, State, Province or locality in which the safari takes place. The parties hereto further agree to adhere to the laws of that particular country at all times, which laws will apply, should any dispute arise as a result of any agreement reached between the client and the Outfitter.

FURTHER INFORMATION:

www.vannoordwyksafaris.com
bookings@vannoordwyksafaris.com

ENQUIRIES:

Please address all enquiries and correspondence to the marketing office address in the preamble hereof