



## **Nongai Safaris – Terms and Conditions**

Client refers to any person(s), purchasing and/or participating, in any capacity, in a hunt package with Nongai Safaris. PH refers to the Professional Hunter (Guide)The Client must carefully read the following Terms and Conditions. Payment of non-refundable deposit, or any part thereof, hereby constitutes agreement by the Client to the Terms and Conditions set forth below.

### **Rights Reserved**

Nongai Safaris reserves the right, if and when so deemed advisable, to cancel a hunting trip and or hunt package prior to the departure from the client's point of origin or Nongai Safaris Accommodations. In the case of cancellation prior to the client's departure, the Client is entitled to receive from Nongai Safaris a refund of all amounts received by the company out of the monies paid by the Client and such refund constitutes full and final settlement of all claims that the Client may have against Nongai Safaris for such cancellation of the package. Nongai Safaris reserves the right, at any time after commencement, to terminate the hunt package, when events or circumstances deem this course of action to be necessary for whatever reason, which may include but is not limited to the Clients'; misconduct and/or failure to comply with the Terms and Conditions set forth here, or any action which causes a danger to himself (the Client) or others. Additionally, Nongai Safaris cannot be held responsible for violations of state or game laws by its' Clients. Nongai Safaris reserves the right, at any time, to deny the Client permission to shoot an animal for any reason.

### **Liability**

Nongai Safaris shall not be liable for any misrepresentations of its available services and/or costs made by the Agent or if for whatever reason it is unable to perform its obligations or carry out any related activities, if such failure is caused by events beyond its reasonable control preventing it from performing such obligations or carrying out such activities including, but without limiting the generality of the foregoing; acts of God, lodge disputes, labour disputes, riots, fire, acts of restraint by government authorities, loss, accident, illness, injury or death. Nongai Safaris cannot be held liable or responsible for, but not limited to accident, injury, illness, death, loss of property or damage to property during the hunt or any expense arising from such events.

### **Reservation & Payments**

The Hunt Package reservation date can only be confirmed once a 50% non-refundable deposit has been received by Nongai Safaris. Nongai Safaris retains the sole right to accept or refuse proposed reservation dates. The non-refundable deposit, required to confirm the reservation date, will be applied to the total cost of the hunt package. Payment of the balance is due prior to departure from the Nongai Safaris. Prior to departure from Nongai

Safaris accommodations, Client shall be required to pay the full amount due, in an acceptable form of payment, for the entire Hunt Package including trophy fees, lodging, cape and quarter fees, package amenities, and any gratuities which could have been added. Nongai Safaris regards only the following as acceptable forms of payment (in US \$): bank transfers that have been received prior to Clients' departure from the Nongai Safaris accommodations, traveller's cheques, or cash. All prices are in United States Dollars and are subject to change without notice.

The camp fee's are payable for the full period booked and for the number of persons booked for.

If an observer at any stage shoots or hunts he or she will be charged as a hunter for the full duration of the safari.

Prices do not include PH or camp guide and staff gratuities

### **Cancellation & Refunds**

All Deposits are non-refundable. All cancellations must be submitted to Nongai Safaris in writing. A minimum of 30 days written notice must be given for cancellations and rescheduling. **Nongai Safaris must confirm all cancellations.**

If the hunting safari is cancelled, cancellation fees will be due and payable according to the following:

- More than 45 days prior to arrival 90% of the total safari price is refunded.
- 30 to 45 days prior to arrival 80% of the total safari price is refunded.
- 15 to 30 days prior to arrival 50% of the total safari price is refunded.
- Less than 15 days prior to arrival no refund

Should occurrences, unrelated to Nongai Safaris, affect the scheduling of the hunt, all attempts will be made to adapt to the circumstances of the Client. Any increases in pricing will be applied to the new hunt date.

### **Wounded Game**

Wounded game (The PH may determine by sight of Blood or Bone that you have wounded an animal) which is not recovered is considered as hunted and is not subject to refund. The possibility to hunt another specimen is dependent upon approval by the PH and Lodge Owner. If the Client wounds or kills the incorrect game animal, one other than which was contracted in the original hunt package, Client is responsible for the Trophy Fee and all applicable damages due to the lodge owner, before departing the Nongai Safaris offices. The PH will, however do his best to assist in finding the animal.

### **No Kill Policy**

In the event that the client does not have an opportunity to successfully hunt (a wounded animal is considered hunted) the Wild Game animal that he has contracted for in the normal Hunt package offered by Nongai Safaris, Nongai Safaris will refund the Trophy Fee Portion of the Clients Hunt Package. The portions of the Hunt Package which will not be refunded

will include those applicable to Accommodations, Taxes, PH Fees, Lodge-Use Fees, Food and Beverages, use of Nongai Safaris amenities, and transportation costs.

### **Trophy Scores**

In the event that the client wounds an animal that must be scored to determine price of the trophy; the trophy will be scored by the PH and the Lodge Owner to determine the price. Nongai Safaris utilizes TGR (Trophy Game Records of the World) and SCI (Safari Club International) scoring methods only. While hunting you must at all times be accompanied by your PH. The hunter must satisfy himself regarding the species, size and sex of the animal. The PH will advise the hunter to the best of his ability and experience, but the decision to shoot remains the hunter's.

### **Air Travel**

All air travel arrangements are the responsibility of the Client, Nongai Safaris will not be liable for losses or costs incurred due to untimely processing of airline reservations, airline problems, weather or unforeseen events of travel. Obtaining any necessary visa is the sole responsibility of the Client. Visa requirements vary from country to country.

### **Taxidermy and Meat Processing**

Once Nongai Safaris has delivered the Clients' trophies to the appropriate third party, taxidermist, or shipping agent, it no longer assumes any responsibility whatsoever for its damage or loss.

### **Client Responsibility**

Clients may not carry any unlawful articles or substances whilst in the South African region. If any hunter or observer offends against the prohibitions set out herein, the Hunting Outfitter will be entitled to immediately exclude from the safari hunting party the offender who will be responsible for his or her own repatriation and all costs thereof. Nongai Safaris will under no circumstances assist any such offender in any dealings or negotiations with any authority.

### **Governing Laws**

Disputes between Client or Agents and Nongai Safaris shall be governed, interpreted and enforced pursuant to the laws of South Africa. In all matters where it is or may be necessary to have recourse to the Court, the Courts of the Republic of South Africa shall have sole jurisdiction to the exclusion of the Courts of any other country and the prevailing law of the Republic of South Africa shall prevail.