

# ARU GAME LODGES (PTY) LTD COMPANY POLICIES

## GENERAL INTRODUCTION

It is the responsibility of our Professional Hunters to ensure that all hunting is conducted in an ethical manner. We are committed to preserving Namibia's wilderness and the wildlife for our future generations and as a safari client you are party to this responsibility.

Our Professional Hunters are required to abide with the Nature Conservation Ordinance, Hunting Regulations and National Code of Conduct of Namibia and the Namibia Professional Hunting Association. We ask you to respect these regulations and accept the judgement of your Professional Hunter when it comes to trophy quality. At no time should the Professional Hunter be pressured to deviate from the laws of Namibia or our company policy of "fair chase". Fair chase meaning, the ethical, sportsmanlike and lawful pursuit of free ranging wild game animals in a manner that does not give the hunter an improper or unfair advantage over the animal.

As such there is no assurance of certainty as to the success of your safari when success is measured in terms of the number or species of animals taken.

Hunting clients will only be permitted to hunt those animals for which their permit is issued (subject to quota availability). Hunting licenses are not transferable and only those named on the permits will be allowed to hunt.

By Namibian Law, only hunting clients are permitted to hunt. Any observer wishing to hunt must upgrade to hunting client status. Non-shooting observers may not shoot any animal or bird on a hunting client's license.

Game Fees are payable on all animals that are killed or wounded and lost.

There will be no shooting of female, young or immature animals. Professional Hunters are responsible on making this decision. Only male predators may be hunted. If an immature or female leopard is shot, under any circumstances, the trophy may not be exported from Namibia by law. It is therefore of utmost importance that you abide by the decision of your Professional Hunter when hunting these animals.

All hunting will be conducted within the hours of daylight. No use of artificial lights will be permitted for hunting purposes.

There will be no hunting from vehicles or chasing animals with a vehicle. Animals may not be shot within 200 metres of a vehicle.

All Namibian Government fees are subject to change without notice. We will make every effort to notify you of changes as soon as possible. Any additional taxes, licenses or fees that are introduced after the publication of our current rate sheet will be added to your safari account. All fees are quoted in Euro / US Dollars.

## 1. RESERVATIONS AND PAYMENTS

1.1 Reservations are made by contacting ARU GAME LODGES (PTY) LTD, directly, hereinafter referred to as the "Company", or through a booking agent chosen by you.

1.2 Safaris are booked and confirmed only on receipt of a deposit as follows:

(i) When you book a safari a deposit of 50% is required.

(ii) There shall be no binding contract until the initial deposit has been paid and signed contract forms have been received. When the Company acknowledges receipt in writing of the deposit to you, it shall be deemed to constitute acceptance and confirmation of the reservation. By paying a deposit, you the client and ARU GAME LODGES (PTY) LTD are deemed to be under contract for the dates quoted for your safari.

1.3 The remaining 50% balance of the safari fee is due no later than sixty (60) days before the start of your safari. If the balance has not been received by this date, the Company shall be entitled to treat your reservations as cancelled and consequently your deposit will be forfeited (see section 2 below).

1.4 Any additions to your reservation made may be accepted provided space is available and documentation finalised before the commencement of your safari. The Company reserves the right to accept or reject any safari booking during this time frame at its sole discretion.

1.5 The published trophy fees of the year the safari is taken shall apply.

1.6 You will be required to pay the balance of the total invoice after conclusion of the hunt before you leave Namibia, except if special permission is arranged with the Company.

1.7 All final payments must be in cash / credit card. Visa and MasterCard are accepted. Namibian dollar rates will be calculated according to the exchange rate on day of payment. Credit card fees of 2.5% on amount payable is applicable.

## 2. CANCELLATIONS AND REFUNDS

2.1 Any cancellation of a reservation must be in writing and shall only be effective upon its acknowledged receipt by ARU GAME LODGES (PTY) LTD.

(i) No refund of deposit can be made if client cancels safari after confirmation. Safari can be re-booked within 3 months of cancellation notice, without forfeiting deposit paid.

2.2 If you are a "no show", ARU GAME LODGES (PTY) LTD shall be entitled to treat your reservation as cancelled without having given the Company any notice, and the provisions of Paragraph 2.1(i) shall apply.

2.3 Any request to vary your reservation must be in writing and ARU GAME LODGES (PTY) LTD's agreement thereto shall be at its sole discretion. If ARU GAME LODGES (PTY) LTD agrees to vary your reservation as requested, it reserves the right to charge an administration fee, in addition to all other increases in rates and charges associated with the change, which shall be presented to you in writing and which is payable no later than seven (7) days after such notification. If at any time prior to departure or during a safari a variation occurs in the number of participants or hunters, the safari invoice will be revised to reflect these variations and will be subject to Paragraph 2.1 when applicable. For example, if you vary your safari by decreasing the number of hunters and/or participants, cancellation fees will apply as noted in Paragraph 2.1 for the hunter/ participant no longer participating, and the costs for the remaining hunters/participants may increase pursuant to the Company's published rate schedules.

2.4 No refunds are given for: (i) lost travel time or substitution of facilities, areas, hunters, camps and dates, (ii) itineraries amended after departure, (iii) circumstances arising beyond ARU GAME LODGES (PTY) LTD's control, necessitating alternative arrangements made to ensure the safety and /or further participation and enjoyment of your safari, (iv) if you do not appear for any accommodations, service, sightseeing or trip segment without notifying the ARU GAME LODGES (PTY) LTD, (v) if you leave your safari after it has begun, miss any schedule sightseeing, activities or accommodations, (vi) failure to collect any species that you might have sought to collect while on safari, (vii) rescheduling the area in which you hunt in order to make quota available for your safari, or (viii) loss of hunting time in the event of vehicle mechanical failure.

## 3. FOR YOUR INFORMATION

3.1 ARU GAME LODGES (PTY) LTD, is the trade name with ARU as the marketing name.

3.2 The Company also act as booking agent, when requested or necessary, for hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners and other independent contractors providing accommodations, transportation, and/or other services. Each of these companies is an independent corporation with its own management and is not subject to the control of the Company, including, but not limited to, various ground/air operators.

3.3 All bookings like those described above are accepted by the Company as agents for independent ground/air operators. The transportation, accommodations and other services provided by the ground/air operators are offered subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers. Because the Company does not have the right to control the operations of the independent operators and their suppliers, THEY WILL NOT BE LIABLE FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE which may arise out of these services.

3.4 The Company reserves the right to cancel any itinerary, or any part of it, to make such alterations in the itinerary, as it deems necessary, or desirable, to refuse to accept or to retain as a member of any safari any person at any time, and to pass on to safari members any expenditure occasioned by delays or events beyond its control. In case of any appreciable variation in its cost, the Company reserves the right to adjust its rates.

3.5 The Company reserves the right to transport company employees as well as fresh supplies and provisions on all charters flights arranged for clients to ensure the smooth running of your safari.

3.6 The Company emphasises that all hunting outfitters contracted with to provide services hereunder subscribe to the fair chase philosophy of conducting hunting safaris. As such, the Company offers no guarantees as to the success of any hunting safari in terms of the number or species of animals taken. By signing these terms and conditions you expressly acknowledge and agree that you are aware of the Company's no guarantee policy and that you are willing to subscribe to, and abide by, the rules of fair chase hunting as implemented by the Company and the outfitters.

#### **4. RISKS**

4.1 The company draws your attention to the fact that there are certain inherent risks involved in participating in the type of trips and/or safaris sold by the Company and that you accept them at your own risk.

4.2 It is your sole responsibility to take all appropriate medical advice prior to departure as to whether you are fit enough to undertake the trip booked.

4.3 By accepting these terms and conditions, you acknowledge and agree that adventure travel, whether in civilized or remote areas, by plane, train, auto, boat, horseback, other conveyance, or on foot, involves inherent dangerous risks of illness, injury, death or loss and damage of property, which may be caused by negligence of others, forces of nature, and other causes known or unknown. You recognize that such risks may be present at any time before, during or after the trip.

4.4 You acknowledge and agree that your participation on a safari with the Company is conditioned upon, among other things, the signing of the Release of Liability / Indemnity attached to your safari contract in favour of the Company and its representatives and suppliers.

#### **5. FORCE MAJEURE**

5.1 "Force Majeure" means, in relation to the Company, any circumstances beyond the reasonable control of the Company (including, but without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, terrorist attacks, sabotage, insurrection, civil disturbance or requisition, sickness, quarantine, government intervention or hindrance of any kind, weather conditions or other untoward occurrences). For purposes of this agreement with you, a Force Majeure event may also include a situation where government concessions, quotas and/or game species once made available to the Company are no longer made available to the Company.

5.2 If the Company is affected by Force Majeure it shall endeavour to notify you of the nature and the extent of the Force Majeure in a timely fashion.

5.3 The Company shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, because of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

5.4 If the Company is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary, or arrangement in relation to the trip. Payment of any refund by the Company to you, resulting from the non-performance of any of the Company's obligations hereunder shall remain at its sole and absolute discretion whilst endeavouring to reimburse you where possible. However, the recovery, of the reasonable, actual and potential costs to the Company of the Force Majeure shall apply.

5.5 In all circumstances where a Force Majeure event has occurred, once the Company has investigated the prevailing situation, as it deems fit, it shall remain in the Company's sole and absolute discretion whether to proceed with your safari. If, after having made all reasonable and proper inquiries, the Company is of the opinion that your safari may proceed, and you choose to cancel your safari, no refund will be payable to you and the provisions of Section 2 shall apply.

5.6 Without limiting the other provisions of this Section 5, you acknowledge and agree that you are aware that travel warnings and advisories are issued on occasion for the country in which your safari is booked. You further acknowledge and agree that the issuance of a travel warning or advisory does not give rise to an automatic right of cancellation for you. If a travel warning or advisory is issued prior to the start of your safari or during your safari, the Company will investigate the situation giving rise to the warning or advisory and will make a determination as to whether to proceed with your safari consistent with Paragraph 5.5 above. If, after having made all reasonable and proper inquiries, the Company is of the opinion that your safari may proceed, and you choose to cancel your safari, no refund will be payable to you and the provisions of Paragraph 2.1 shall apply.

## 6. INSURANCE

ARU GAME LODGES (PTY) LTD strongly recommend that you obtain the following types of insurance which are commercially available:

- Accident Death and Disability
- Major Medical Emergency
- Medical Evacuation
- Loss of Personal Effects
- Trophy Damage or Replacement Insurance (from when the trophies are shipped from Namibia)
- Trip Cancellation

By accepting these terms and conditions, you acknowledge ARU GAME LODGES (PTY) LTD do not typically provide these types of insurance to you or arrange them for your benefit. The Company has no obligation to provide these types of insurance for you and the costs of these insurances are not included in your safari costs payable to the Company unless expressly so stated on your invoice. It is your responsibility to provide for these coverages if you want to have them. In some instances, the Company may provide you with information regarding, or referrals to, providers of these various insurances. By accepting these terms and conditions, you acknowledge and agree that the Company is not liable to you as a result of the services provided to you by these providers, or for their failure to provide services to you, or otherwise. The Release of Liability applies regardless of whether the Company has referred providers to you, arranged coverage on your behalf, or otherwise.

## 7. SURCHARGES

Although the Company hopes that it will not need to levy surcharges, it reserves the right to do so if this becomes necessary. The Company will endeavour to notify you in writing as soon as it is aware of any likely surcharge. Any refund made by the Company shall be at its sole and absolute discretion. For the purposes of this provision, surcharges may include, but are not limited to, additional costs levied by the government on safaris of your type, additional costs incurred by the Suppliers as a result of new taxes, government charges, trophy fees and the like.

## 8. CONDITIONS OF BOOKING

You agree that you and any one or more of your dependants or any third party that are traveling with you shall comply at all times with the instructions of the Company's representatives and the representatives of the Suppliers. No client shall be accepted or be permitted to continue on a safari while their status of mental or physical condition is, in the opinion of any representatives of the Company, the outfitter and/or supplier or the professional hunter/guide assigned to your safari, such as to render them incapable of caring for themselves or make themselves objectionable to other clients or become a hazard to themselves or other clients. The Company will not be responsible for expenses by such persons precluded from completing a safari for this reason.

## 9. CARRIAGE BY LAND, SEA AND AIR

Carriage by land, sea and air is subject to the terms and conditions of the carrier with whom you travel and to international conventions some of which may limit liability. Land, sea and air travel are also subject to operational decisions of carriers and air and sea ports which may result in cancellations, delays or diversions, over which the Company has no control and for which the Company accepts no liability whatsoever.

## 10. BAGGAGE

Temporary or permanent loss of baggage is the responsibility of yourself or the carrier. It is not the responsibility of the Company and any expense involved in such a loss is entirely yours and/or the carrier's responsibility.

## 11. TRAVEL DOCUMENTS AND VACCINATIONS

It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, or other documentation required for the trip are obtained and are in order. It is your responsibility to meet any additional costs incurred either by yourself (or by the Company on your behalf) as a result of any failure by you to comply with such requirements.

## 12. SPECIAL REQUESTS

You must advise the Company in writing of any special requests, (e.g. diet or facility) when you submit your General Information to the Company. The Company will attempt to meet any such requests, whenever possible.

### 13. INFORMATION IN THE BROCHURE

All information provided in the marketing brochure and any advertisements or newsletters (Marketing Materials) published by the Company is, to the best of the Company's knowledge, correct at the time of publication. The Company reserves the right to update and/or revise any information provided in the Marketing Materials at any time and without notice. The photographs reproduced and information provided in Marketing Materials depict typical scenes experienced and details on each destination, but the subject matter may not necessarily be seen or experienced while visiting that destination.

### 14. PHOTOGRAPHY

The Company reserves the right without further notice to make use of any photography or film taken of you, minors travelling with you, or of any other aspects of your safari by the Outfitter or any other Suppliers for general purposes without payment to you and without your permission. If you make photographs of your own available to the Company, the Company reserves the right to make use of such photographs. By providing such photographs to the Company, you grant the Company a perpetual, fully paid, non-exclusive, irrevocable license to use such photographs in the Company's Marketing Materials or otherwise.

**Please note that the Company will NOT post any photo or film taken of you or anyone on your safari with an animal hunted on social media, and will adhere fully to the Social Media Guidelines of the Namibia Professional Hunting Association.**

### 15. DISPUTES

If you have any cause for complaint while travelling, you must immediately bring it to the attention of the Company's local representative or agent who will attempt to resolve the situation.

### 16. BOOKING AGENTS

16.1 Your booking agent will be instructed to forward deposits and other payments to us on your behalf. You acknowledge and agree that your booking agent is not our agent for the purposes of receipt of monies or otherwise and that there is no liability on our part unless and until we notify your booking agent that monies have been received by us. We will issue a booking confirmation to your agent immediately upon receipt of their payment to us on your behalf.

16.2 We enjoy a first class working relationship with booking agents throughout the world. To facilitate the reservation process for you, the Company requests each booking agent to provide its customers with thorough communications pertaining to their booking. Your agent has been provided with a list of recommended responsibilities to assist and inform you on matters such as required documentation, payment schedules and cancellation policies. We encourage each booking agent to assist you to the best of his/her ability in providing answers and information pertaining to your booking.

16.3 When you choose to book your safari with the Company through a booking agent, the booking agent is solely responsible for communicating and delivering terms and conditions and relevant correspondence about your safari to you. This includes, but is not limited to:

- (i) All travel, hunting and photographic dates
- (ii) Rates
- (iii) Trophy and government fees, and any increases thereof
- (iv) Species
- (v) Areas
- (vi) Professional Hunters and Guides
- (vii) Photographic extensions
- (viii) Air charters and ground transportation
- (ix) Hotels
- (x) Medical evacuation services

Booking agents are responsible for the timely remittance of payments to the Company pursuant to Paragraph 1 and other applicable provisions of this Agreement. Any default in making such timely payments will result in cancellation or penalties as specified in Paragraph 2.1.

## 17. GAME TROPHIES

17.1 Your game trophies will not be shipped until full and final payment of all outstanding costs related to your safari including, but not limited to, game fees, community and anti-poaching fees, air charter costs, hotel accommodations and any personal expenses as detailed in the final invoice, are settled in full. Non-payment will result in forfeiture of any trophies hunted, to the Company or the Government as the case may be.

17.2 We strongly recommend that you take out a trophy damage / replacement insurance cover. Even though we take all the necessary precautions to ensure your trophies are kept in good condition and that they leave Namibia in the best state possible, we cannot be held responsible for what might happen to them while in transit to their destination. No responsibility for damage or loss will be accepted after the trophies have been handed over to the shipping carrier.

## 18. BOOKING TERMS & CONDITIONS

These booking terms and conditions and the Release of Liability attached to your safari contract govern the relationship between the Company and you. No alteration to this Agreement may be made by any of the Company's employees, authorized representatives or agents, unless in writing by an authorized officer of the Company. An authorized officer of the Company shall make all decisions and matters subject to the Company's discretion.

By signing below, I certify that I have read the Booking Terms and Conditions in their entirety, (from section 1-18) and I fully understand and agree to the contents and terms and conditions therein.

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_

\_\_\_\_\_  
Guide / Manager Name

Guide / Manager Signature

\_\_\_\_\_  
Date

PLEASE RETURN A SIGNED COPY OF THIS SHEET TO ARU GAME LODGES (PTY) LTD TOGETHER WITH YOUR SIGNED RELEASE OF LIABILITY AND YOUR SAFARI AGREEMENT.