

MEMORANDUM OF AGREEMENT

made and entered **INTO** and **BETWEEN**

African Twilight Safaris
P.O. Box 336
Windhoek
Namibia
Africa

(Hereafter referred to as the **OUTFITTER**)

And

(Hereafter referred to as the **CLIENT**)

TERMS AND CONDITIONS

1. **CONTRACT:**

- 1.1 This contract will become effective as from the date the client's booking is confirmed in writing, by fax or by e-mail and the deposit, referred to in clause 2.1 is received by African Twilight Safaris
- 1.2 The contract is subject to Namibian Law
- 1.3 Any person making a reservation as per Clause 8.4 accepts the terms and conditions of this agreement as set out hereunder.

2. **HOW TO BOOK:**

- 2.1 A deposit, in the amount as agreed between the parties, is required to confirm any reservation and is to be paid by the agent or client (see Clause 8.4) and confirmed in writing, fax or e-mail.
- 2.2 The balance of the day fees must be received by the Outfitter upon arrival of the client in Namibia.
- 2.3 If the Outfitter does not receive the full contract price when due, the Outfitter may cancel the reservation and retain whatever deposit, or other funds, it has already received from the client or his/her agent.

3. **BANK DETAILS.**

- 3.1 Bank name: First National Bank of Namibia
Branch name: Windhoek Branch (code: 280172)
SWIFT code: FIRNNANX
Account name: African Twilight Safaris
Account number: 62052561414

4. **CANCELLATION:**

- 4.1 Any cancellation of a confirmed reservation must be done in writing, fax or e-mail to the OUTFITTER, whereupon cancellation charges as per Clause 4.2 will apply.
- 4.2 No refund will be made by the OUTFITTER if, for any reason whatsoever, inclusions of parts of the safari cannot be carried out and/or utilized. These would include all facets such as meals, game drives, accommodation, etc. This would also apply to any CLIENT who has booked a safari but fails to undertake the safari for any reason whatsoever.

5. **BOOKING CHANGES:**

If a reservation is changed to an earlier date than originally reserved, the OUTFITTER will endeavor to comply. Should a reservation be changed to a later date, cancellation charges, as per Clause 4.2 will apply.

6. PRICE CHANGES:

- 6.1 The OUTFITTER reserves the right to increase the price of any safari, prior to departure, due to factors beyond the control of the OUTFITTER, such as, without being limited to, increase in fuel prices, government legislation, accommodation price increases, exchange rate changes, etc.
- 6.2 If the OUTFITTER announces an increase in terms of this Clause, such increase must be paid to the OUTFITTER, under the same conditions as set out under Clause 2.

7. CHANGES TO ITINERARIES:

The OUTFITTER shall at any time have the right, in its entire discretion, to alter the terms of the safari in relation to route, timetable, itinerary and accommodation. The OUTFITTER shall, however, make every effort to offer the client an alternative of comparable standard. Should the client reject the alternative, Clause 4.2. of this contract will be applicable. The CLIENT shall have no claim against the OUTFITTER for damages arising out of the alternative safari.

8. RESPONSIBILITY AND LIABILITY:

- 8.1 Neither the OUTFITTER, nor any other person acting for, through and on behalf of the OUTFITTER, shall be liable for any loss or damage, whatsoever, arising from any cause whatsoever, and without restricting the generality of the foregoing, shall particularly not be responsible for the loss or damage arising from any errors or omissions contained in this contract or any other literature of the OUTFITTER, late or non-confirmation or acceptance of reservations, loss or damage caused by delays, sickness, injury or death, whether occasioned by negligence or not.
- 8.2 The OUTFITTER may, at its discretion and without liability or cost to itself, at any time terminate a client's safari and in particular, without limiting the generality of the foregoing, it shall be entitled to do so in the event of illness or the illegal or incompatible behavior of the CLIENT undertaking the safari, who shall in such circumstances not be entitled to any refund.
- 8.3 The OUTFITTER shall have the right at any time, at its sole discretion, to cancel a safari, or the remainder thereof, or to make any alteration in the route, accommodation, price or other details. This would include any event or any safari being rendered impossible, illegal or inadvisable by weather, avalanches, strike, war, government or other interference or due to any other cause whatsoever. The extra expenses incurred as a result thereof shall be the responsibility of the client.
- 8.4 Any person making a reservation with the OUTFITTER (refer Clause 1.1.) warrants that he or she has the necessary authority to enter into this contract on behalf of the person or persons included in such a reservation. The person making the reservation shall be liable for the total amount due to the OUTFITTER.

9. CLIENT'S OBLIGATIONS:

- 9.1 It is the responsibility of the CLIENT to obtain the necessary comprehensive insurance, before arriving, for any possible cancellations, medical expenses and protection of personal property and money.
- 9.2 The onus is on the CLIENT to ensure that passports and visas are valid for the duration of the safari. The OUTFITTER cannot be held liable for any necessary visas or travel documents not held by the CLIENT. In the event of the client not having the necessary documents to enter a given area or country, the OUTFITTER shall reserve the right to leave the CLIENT at the point of entry to such an area or country. In such an event, the OUTFITTER shall not be responsible to the CLIENT for any further travel arrangements.

10. HEALTH AND PERSONAL SAFETY

- 10.1 The CLIENT declares him/herself fit enough to undertake the safari.
- 10.2 Anti-malaria precautions will be the responsibility of the CLIENT. A medical doctor should be consulted for advice.
- 10.3 Safaris offered by the OUTFITTER cover a wide spectrum of the African wilds and neither the OUTFITTER, its employees or agents can be held responsible for any injury or other related incident while on safari.

11. **BAGGAGE**

- 11.1 The CLIENT is limited to one soft, sports type bag, with a maximum weight of ten kilograms. This does not include rifles, photographic equipment and one "overnight" personal holder.
- 11.2 Due to rugged terrain, the Corporation can not be held responsible for any loss of or damage to any personal item, including bags, contents of bags or photographic or related equipment. Due to extremely dusty conditions, please ensure that all bags are dust proof.

12. **AIRLINE CLAUSE**

The OUTFITTER will act as agent for the CLIENT when booking the CLIENT with an airline or charter service. The CLIENT will therefore contract with the airline or charter service and not the OUTFITTER.

13. **GENERAL**

- 13.1 The following are included in all safaris referred to in any OUTFITTER literature:
 - 13.1.1 Vehicle and related costs
 - 13.1.2 Guide and related costs
 - 13.1.3 Full accommodation
 - 13.1.4 All permits
 - 13.1.5 Airport transfers
- 13.2 The following are not included in safari costs:
 - 13.2.1 Personal items and needs
 - 13.2.2 Gratuities
 - 13.2.3 Taxidermy costs
 - 13.2.4 Optional extras
- 13.3 Clause 13.1 and 13.2 will not be applicable to specially formulated safaris that will be conducted as per CLIENT request.
- 13.4 Any indulgence granted by the OUTFITTER will not be interpreted as a waiver of its rights in terms of this agreement.
- 13.5 Species wounded, and not found, will be deemed as hunted and the CLIENT will be liable for the costs of the specie, plus an amount equal to 30% of the specie price as per the applicable, in order to cover the loss of income due to the meat of the animal being unavailable for sale.

14. **TROPHY HANDLING**

- 14.1 The OUTFITTER shall be responsible for all field preparation of trophies up to, and including, delivery to the taxidermist/shipping agent that will be used to transport the trophies to the client's chosen delivery address. The OUTFITTER'S responsibility for the trophies and the handling thereof will cease upon delivery of the trophies to the taxidermist/shipping agent.
- 14.2 The OUTFITTER will act as agent for the clients in dealings with the taxidermist/shipping agent. The CLIENT will therefore contract with the taxidermist/shipping agent and not with the OUTFITTER.
- 14.3 All dipping, packing, shipping and taxidermist cost, and the payment thereof, will be a direct agreement between the taxidermist/shipping agent and the CLIENT.

15. **BOOKING DETAILS**

See booking documentation attached.

SIGNED at _____ on this _____ day of _____

at _____ .

Person responsible for payment

Outfitter