

Terms and Conditions of a Safari with NZTHL

1. INTERPRETATION:

- 1.1 "NZTH": refers to New Zealand Trophy Hunting Limited, or its nominees, agents, guides or staff from time to time. New Zealand Trophy Hunting Limited is a Limited Liability Company, Registered in July 1987. The Company number in the New Zealand. Company Registry is 349228.
- 1.2 "Client": refers to the person named on the Booking Form or Tax Invoice, and or his agents, hunting companions and others, who may or may not be listed as party members, but are accompanying the client during their safari/hunt.
- 1.3 The words "Safari" and "Hunt": refer to those activities for which NZTH offers service. This includes; Hunting, Fishing, Fixed Wing Flying, Helicopter Flying, Boating, General Tour Services and any other services that NZTH may undertake for the client.
- 1.4 "Guides": NZTH will ensure that the safari is guided by professional, highly skilled guides. This person will be referred to as the "Guide".

2. TERMS OF BOOKING:

2 Currency:

All prices will be quoted in \$USD. (United States Currency) In countries where \$USD is the appropriate currency, or in Euros (€) in countries where the Euro is appropriate.

2.1 Currency Fluctuation:

NZTH reserves the right to either cancel the Safari or adjust the price of the Safari, if, for unforeseen circumstances, the currency of booking fluctuates.

2.2 Price Changes:

All prices are subject to adjustment without prior notice. Apart from hunts for which NZTH is holding a Deposit, which are subject only to clause 2.1 above. Price Adjustments may be made at the sole discretion of NZTH if pricing is affected by unforeseen volatility which impacts the industry - including inflationary spirals.

2.3 Government Taxes:

All prices quoted include applicable Government Goods and Services Tax (G.S.T.). Some trophies are exempt from G.S.T., however, all daily rates, crating/Shipping charges, insurance and other New Zealand based costs for activities are inclusive of G.S.T unless otherwise stated.

2.4 Deposits:

A 25% Deposit of the booked Safari package is required to confirm your Safari dates. Upon acceptance of this agreement the client will immediately pay NZTH via our private credit card facility or wire transfer their non-refundable deposit. In no event will the deposit be refundable to the client. The deposit will be credited against the balance of the booking price at the completion of the hunt. *NB clause 6 . FORCE MAJEURE

2.5 Final Payment:

Cash or cheques will not be accepted by NZTH. All payments must be made either by credit card or wire transfer. Cash for tips/gratuities must be paid directly to the guide and will only be accepted in New Zealand currency.

Terms and Conditions of a Safari with NZTHL

2.6 Cancellations:

With adequate notice, deposits can be credited to a future safari date. Our policy is:

- 3 Months notice full deposit credited to a future safari date.
- 2 Months notice 2/3 Deposit credited to a future safari date.
- 1 Months notice 1/3 Deposit credited to a future safari date.
- Less than 1 months notice, no credit given to a future safari date.

2.7 Transfers:

With adequate notice, written consent and agreement between NZTH and the Client, deposits and safari arrangements can be transferred, assigned or ceded to another client or third party. There will be no change to terms and conditions on transfer, unless agreed by both the client and NZTH.

2.8 Pricing:

The NZTH booking form price structure consists of five parts:

- (a) **Trophy Fees:** Fees for various species are based on measured specification or "Best Available". Where trophies are harvested to a pre-set specification, it is the responsibility of NZTH to ensure the trophy meets specification. Where a trophy measures less than indicated by NZTH, the price will be adjusted to the lower specification. Where a trophy is larger than specified by NZTH, the client pays only the agreed price. "Best Available" is the best animal that NZTH is able to provide a viable opportunity to harvest in the time allocated. Best is generally the largest available.
- (b) **Daily Rates:** For Hunters and Non-Hunters/Observers. Pricing on all hunt bookings taken is based on the number of hunt DAYS. Should the client require accommodation after their final day of hunting they will be charged at the current daily rate. Alternatively they will be transferred back to their point of departure.
- (c) **Package Hunts:** These packages do not discern between daily rate and trophy fees, and may encompass other activities. In any negotiation, change or alteration, adjustments will be made as a prorata percentage against current price list.
- (d) **Other Activities:** NZTH will at times provide additional non-hunting/fishing activities. These will be charged at agreed rates.
- (e) **Other:** NZTH also sells various merchandise, clothing, medals, trophy preparation services, other services and other items.
- (f) Accommodation and hunt structure may differ depending on accessibility to hunting territories and/or any unpredicted circumstances.
- (g) Should a situation arise which results in backed up bookings due to measures beyond control, the client with the earlier booking which is fully paid, shall be entitled to the first date allotment. Any other clients will have the option to accept a replacement date which may be available or a transfer to a succeeding season.

2.9 Exclusions:

Unless specified the following items are not included in either trophy fees or daily rate:

Personal Liquor, Phone call charges, Items of a personal nature, Crating and expediting of trophies, Export documentation charges, Insurance, Shipping and freighting of trophies, International Travel, and in some circumstances Domestic travel.

3. TRAVEL ARRANGEMENTS

The client is responsible for all travel arrangements to and from the New Zealand port of Arrival/Departure. In most instances this will be either Christchurch International Airport or Queenstown International Airport. Travel documents, Visas (If required), certificates, medical insurance and the like shall be arranged by the client who shall ensure that the same are valid and effective. NZTH shall not be held liable, nor shall the client have any claims against NZTH, should the client be refused entry into any country, for any reason. NZTH shall not be held responsible for any delays or cancellation of the safari or any part thereof.

3.1 Travel, Medical and Cancellation Insurances:

The client shall arrange their own Travel, Medical and Cancellation Insurances relating to travel and the Safari involved. NZTH reserves the right to cancel the Safari, or any part thereof, if the client fails to arrange such insurance and the client will have no claim against NZTH arising out of such a cancellation.

Terms and Conditions of a Safari with NZTHL

3.2 Liability insurance:

Personal injury liability claims are not permitted in New Zealand which has a Government provided Accident Compensation Corporation (ACC) Scheme. Overseas visitors are covered by this scheme for medical treatment and certain rehabilitation assistance within New Zealand. The scheme does not cover any form of illness. NZTH requires that the client takes out adequate travel and liability insurance for suitable amounts of cover.

3.3 Medical:

3.3.1 The client shall obtain all necessary medical insurance, and shall take medical advice and appropriate precautions having regard to the area to be visited. Due to the nature of activities undertaken, the client shall be responsible for ensuring their physical and medical fitness and that they suffer from no harmful diseases which may affect any other person.

3.3.2 Should the client fall ill or be injured during the time the client is with NZTH, then NZTH will make every reasonable effort to ensure that the client is given prompt access to medical treatment by a doctor or other appropriate medical services. The cost of any special transport or medical care or treatment shall be to the client's account.

4. GAME

4.1 NZTH, its employees and agents will take all reasonable steps to assist the client in the hunting and shooting of all game booked for during the safari, but due to the nature of New Zealand conditions, NZTH cannot and does not guarantee that the client will successfully hunt, harvest or obtain trophies of the stated quality and/or a booked game species. NZTH will make every effort to adhere to hunting and shooting schedules arranged during the specific safari time period, but it reserves the right to alter the schedules when alterations may be necessary due to changing weather conditions, game migration or any other changing conditions.

4.2 Wounded or Lost Game:

NZTH will make every effort to locate and retrieve any wounded or lost trophy. Lost and wounded trophies where not recovered will be charged at 90% of the applicable trophy fee. However this fee will be reduced to 50% if the client harvests another comparable trophy at full fee.

4.3 Scoring of Trophies:

NZTH uses the internationally recognized Safari Club International Scoring system as a basis for judgment of trophy size. In some instances, trophy judgment will be by other recognized scoring systems or by trophy weight. The scoring system used during the safari will be as agreed between client and NZTH.

4.4 Field Scoring:

Your NZTH guide will estimate the score of your trophy before a shot is taken. It is then the decision of the client to harvest the animal. If the guides estimate is borderline between size categories the hunter will be informed of any potential upgrade prices before their decision to harvest the animal. NZTH has qualified Safari Club International Measurers and Master Measurers within its staff. Where any dispute arises, the opinion of an independent Master Measurer will be sought.

4.5 Score Sheets:

Completed Safari Club International Score Sheets will be prepared on request and at no cost to the client. Where Safari Club Score Sheets are completed, it is expected that the client will submit the Score Sheets to Safari Club International for entry into the Record Book. All entry fees will be at the clients cost.

Terms and Conditions of a Safari with NZTHL

5. FIREARMS

It is the client's responsibility to ensure that all legal requirements are met for importation and use of firearms within New Zealand. When you arrive in New Zealand you must:

- Declare all firearms to New Zealand Customs Officials.
- Declare all firearms to the New Zealand Police.
- Apply for a "Visitors Firearms License" (T license) which is valid for one year. To obtain a Visitors Firearms License, the client must; Pay a fee to the New Zealand Police, Show the Police your Passport and Provide evidence that a Firearms License (or equivalent) is held in your home country.
- Apply to the Airport Police at the International Airport for a "Permit to Import" Provided your firearms are of the type approved for import into New Zealand, you will receive your Permit for Import immediately on your arrival.
- It is the client's responsibility to check if firearms are of the approved type before arrival into New Zealand. Provided your firearms are of the type approved for import into New Zealand, you will receive your Permit for Import immediately on your arrival. Handguns, Military Style Assault Rifles and Fully Automatic Weapons are illegal for hunting in New Zealand and may not be brought into New Zealand.

6. FORCE MAJEURE

NZTH shall not be liable for any interruption, delay or cancellation of the safari which may arise as a result of acts of God, acts of any Government, Road conditions, Weather conditions, Flying conditions, Attack by wild animals, Mechanical breakdown, Accidents or any other unforeseen reasons beyond the control of NZTH. The client shall have no claims against NZTH in respect of these or any associated matters and undertakes, at clients own expense, to take out adequate travel and cancellation insurance against all relevant risks and contingencies.

7. WAIVER/DISCLAIMER

7.1 NZTH shall take all reasonable precautions to ensure the safety of the client when the client is participating in the activities provided by NZTH. However notwithstanding anything to the contrary herein contained, the client (including the client's heirs, executors, administrators or successors.) agrees that the safari/hunt and all related activities are undertaken at the client's own risk and hereby irrevocably waives and abandons all and any rights or claims which the client may have against NZTH, its directors, shareholders, employees, agents or contractors, arising in consequence of any death, damage, injury, accident, illness, attack by wild animals, or insects or loss which might otherwise occur, or which the client may sustain, however occurring and whether directly or indirectly in relation to the safari and/or hunt and any related activities including (but not limited to); boating, fixed wing flying and helicopter flying and whether any damage or loss is due to persons or directors, shareholders, agents, employees or contractors to NZTH. This disclaimer indemnifies and holds NZTH, its directors, shareholders, employees, agents or contractors, and any party providing assistance or facilities utilised by the Safari harmless against all and any claims in respect of personal injury, damage to property, death, accident, loss or the like, arising from any cause whatsoever as a result of the participation of the client in the safari and the activities provided for the client by NZTH.

Terms and Conditions of a Safari with NZTHL

7.2 It is a condition of the client's visit to any of the facilities that NZTH may from time to time use, such as, accommodation providers, hunting and fishing camps and areas, that neither their owner nor NZTH, its directors, shareholders, agents, employees or contractors, accept any claim for loss or damage to person or property owned by the client and any visitor or guest, which may arise from the use of buildings, fittings, equipment and facilities supplied by NZTH or used by NZTH in the course of supplying its services, including the use of motor vehicles, fixed wing aircraft, boats and helicopters, or by other passengers, whether or not such damage to property is in any way caused or contributed to by any negligence including gross negligence, in relation to the facility or equipment by owners or operators, NZTH or any of their agents, directors, employees, shareholders or contractors or any party providing assistance or facilities utilized by the Safari.

7.3 NZTH does not accept responsibility or liability for any loss or damage to the client's baggage, personal effects or equipment or other property during the client participation in any activities provided by NZTH from time to time, however caused and whether due to negligence of NZTH, its directors, shareholders, employees, agents or contractors or otherwise.

8. NEW ZEALAND LAW APPLIES

Any claims, disputes or litigation which may arise from this agreement shall be subject to, governed by and construed in accordance with the laws of New Zealand. The client hereby irrevocably consents to the jurisdiction of the High Court of New Zealand in respect of any claim, dispute or litigation which may arise from this agreement or its termination.

9. GENERAL

9.1 NZTH reserves the right to use any photography or film taken during the client safari by its staff or agents, for use for sale and general publicity, without payment, or requirement of any prior consent or notice to the client.

9.2 In the event that the client breaches any obligation assumed in this agreement by any act of omission which NZTH considers, in its sole opinion, to constitute an infringement of NZTH's rights or obligations, or the rights or obligations of any other person, or if the client's behavior is unacceptable or a nuisance to NZTH or any other person, NZTH shall be entitled to terminate the client safari and to refuse to allow the client to continue with the safari or any part thereof. In these circumstances, NZTH shall not be liable to make any refunds to the client and the client will have no claim of any nature whatsoever against NZTH, its directors, shareholders, agents, employees or contractors.

9.3 For the purposes of this agreement "client" refers to the client or any other person or persons for whom the client has booked a safari in terms hereof and any person who undertakes the activities referred herein accompanying the client or participating in the safari with the authority of the client and NZTH. The client warrants that the client is authorized on behalf of such other person or persons to accept and agree to the terms and conditions of this agreement. The client shall procure that each such person or persons accepts the standard terms and conditions of a safari with NZTH (which shall include all related waivers of rights.) prior to embarking on the activities provided for by NZTH, failing which NZTH shall be entitled to terminate the safari. In these circumstances, NZTH shall not be liable to make any refunds to the client and the client will have no claim of any nature whatsoever against NZTH, its directors, shareholders, agents, employees or contractors.

9.4 The terms and conditions of this agreement constitute the entire contract between the parties and may not be varied or amended unless reduced to writing and signed by both parties.

9.5 No representations, warranties, guarantees or undertakings not set out in this agreement shall be binding on the parties.

Terms and Conditions of a Safari with NZTHL

10. ACKNOWLEDGEMENT OF TERMS

I hereby acknowledge that having fully acquainted myself with the above terms and conditions, which I understand and accept. I agree to be bound to such terms and conditions. I freely and voluntarily accept and agree to all disclaimers of liability set out in the above terms and conditions. Where applicable I warrant that I am authorized to enter this agreement on behalf of any other person included herein, as detailed on the Booking Form.

.....
Client Signature

.....
Signature of other Safari participant(s) authorized by Client.

DATED: