

TERMS AND CONDITIONS:

Red Ivory Safaris & safari Lodges:

2015/01/01

Any safari Contract signed and agreed upon by all parties and participants overrule the conditions set out in this document. This document will serve as guide and general rule between Red Ivory Safaris, clients and third parties. These conditions in this document will apply unless stipulated in each personal quote.

Client refers to any person(s), purchasing and/or participating, in any capacity, in a hunting and safari with Red Ivory Safaris. The Client must carefully read the following *Terms and Conditions*, and is advised to do the same of all documentation from Red Ivory Safaris.

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

Red Ivory Safaris reserves the right, if and when so deemed advisable, to cancel a hunting safari prior to the departure from the point of origin. In the case of cancellation prior to departure, the Client is entitled to receive from Red Ivory 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 Red Ivory Safaris for such cancellation of the safari. Red Ivory Safaris reserves the right, at any time after commencement, to terminate the safari, when events or circumstances deem this course of action to be necessary for whatever reason, which may include but is not limited to the Client's 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, Red Ivory Safaris cannot be held responsible for violations of national or game laws by its Clients. Red Ivory Safaris reserves the right, at any time, to deny the Client permission to shoot an animal for any reason.

Liability

Red Ivory 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, any military action, labour disputes, riots, fire, acts of restraint by government authorities, loss, accident, illness, injury or death. Red Ivory Safaris cannot be held liable or responsible for, but not limited to accident, injury, illness, and death, loss of property or damage to property during the safari or any expense arising from such events. Please see separate *Liability Form*.

Liability of Agent

Agents act only as intermediaries between Red Ivory Safaris and its clients, which is an independent party and, as such, Agents have no control over their actions, personnel, equipment, services or goods. Accordingly, Agents shall not be liable for loss or damage to property, death, injury, whether physical or mental, substitution of equipment or facilities, mechanical defects or failure however caused. Red Ivory Safaris or its Agents make no guarantees or promises of success, either expressed or implied. Client is hereby advised that expeditions to wilderness areas for purposes of hunting or adventure travel is or can be of a dangerous or hazardous nature, therefore, any Client undertaking such an expedition assumes a dangerous risk which includes a greater scope of risk than an ordinary risk. The safari reservation dates cannot be confirmed until the full amount of the non-refundable deposit (as per contract) has been received by Red Ivory Safaris.

Red Ivory Safaris retains the sole right to accept or refuse proposed reservation dates. The non-refundable deposit (as per contract), required to confirm the reservation dates, will be applied to the total cost of the safari. Payment of the balance, the remaining of the daily rates, is due not later than 90 days prior to the commencement of the safari. Prior to departure from the hunting, safari or adventure venue,

client shall be required to pay the full amount due, in an acceptable form of payment, for trophy fees and all additional costs that have been incurred (any additional expense or service not defined by the company as included). Red Ivory Safaris regards only the following as acceptable forms of payment:

- Bank Transfers that have been received prior to client's departure for the hunt/safari.
- Cash in the quoted currency.
- Credit card payments accept.
- Internet transfer of intended expenditure of the hunt as per contract, balance payable on departure date, either by Red Ivory Safaris or client.
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Wounded game which is not recovered is considered as hunted and is subject to payment of the listed trophy fee. The possibility to hunt another specimen is dependent upon approval by the Professional Hunter. All prices are in foreign currency and are subject to change without notice.

Cancellations and Refunds

Cancellations must be submitted to Red Ivory Safaris in writing. Refunds, due to cancellation, will only be given on the amount in excess of the non-refundable deposit, which has not been previously paid to third parties, before the refund deadline, ninety (90) days prior to the commencement of the safari, after which time no refund will be made on any part of the amount received. Should occurrences, unrelated to Red Ivory Safaris, affect the scheduling of the safari, all attempts will be made to adapt to the circumstances of the Client, but no refund will be given if the safari cannot include the number of hunting days purchased. The hunting safari may be postponed only if the company consents in writing, Red Ivory Safaris reserves the right to issue a limited time period in which the safari must be completed.

Air Travel

All air travel arrangements are the responsibility of the Client, Red Ivory 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. If you so desire please ask about the Travel Agents that we personally use.

Insurance

Red Ivory Safaris strongly recommends personal trip cancellation insurance, as well as travel accident and baggage insurance. If the Client desires insurance which provides protection against financial loss, it must be taken independently. Red Ivory Safaris does not provide trip cancellation or any other type of insurance whatsoever on behalf of the Client. However we do recommend SCI's travel insurance at www.huntandtravel.com. You must be a member of SCI to partake of this insurance package. Once Red Ivory Safaris has delivered the Client's trophies to the appropriate third party, taxidermist or shipping agent, it no longer assumes any responsibility whatsoever for its damage or loss.

Governing Laws

Disputes between Client or Agents and Red Ivory Safaris shall be governed, interpreted and enforced pursuant to the Laws of the country, state, province or locality in which the safari takes place.

Firearms and Ammunition:

Red Ivory Safaris recommends that import permits for firearms and ammunition need to be arranged prior to your arrival in South Africa. A temporary import permit will be issued at your port of entry when clearing Customs. The hunting laws require that anyone hunting had to abide by minimum requirements for hunting certain species.

Trophy Preparation:

Red Ivory Safaris fully trained staff and skinners will personally ensure that each of your trophies is prepared, salted and treated with care. Every effort will be made to ensure that the skins are in good condition when delivered to the taxidermist. As part of our service we will deliver the trophies to the export agent or taxidermist as soon as possible after the hunt.

Safari Duration:

Red Ivory Safaris recommends a minimum hunting period for certain species involved in the hunt. However red Ivory safaris cannot guaranty any success towards any hunt even if Red Ivory Safaris recommend certain minimum days for certain safaris.. The recommended duration of a safari will vary according to your trophy requirements and as a general rule of thumb; Red Ivory Safaris expects to hunt a trophy a day. Some animals are more difficult than others to hunt and therefore require more time to be hunted successfully. Red Ivory Safaris except any length in days for safaris, however we will recommend certain days for certain hunts.

Red Ivory Safaris will do all in its abilities to ensure a successful hunt, and safety to all the participants of said hunt. Red Ivory Safaris had to deal with many people around the globe from different countries, different homes, and different cultures... unfortunately all hunters seem not to act with the same manners, as some hunter seem to operate with hidden agendas...

Red Ivory safaris
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