

# Agreement

Infinito Travel cc. t/a Infinito Safaris  
Hereford Str. 28 A  
Groblersdal  
Mpumalanga  
0470  
Republic of South Africa  
Reg. nr. CK2003/091229/23

**Represented herein by Mr. Charl van Rooyen and/or Frederik Cocquyt, or their appointee.  
Hereinafter referred to as the "Company"**

**AND**

Name: \_\_\_\_\_  
From: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Fax number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Hereinafter referred to as the "Client"**  
AGREES HEREWITH AS FOLLOWS TO THE TERMS AND CONDITIONS PRINTED OVERLEAF:

OBSERVER(S)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

OBSERVER(S)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Signed by	For and on behalf of the Company
Print name:	Print name:
The client	Witness
Signed by	Signed by
Print name:	Print name:
Date: .....	Date: .....
<small>The client confirms that he has read, knows and understands the Terms and Conditions of this agreement and accepts that this agreement will be legally binding on him. This document constitutes the entire agreement between the parties and any amendment or variation thereof will not be valid unless it is reduced to writing and signed by both parties hereto.</small>	

**AGREE HEREWITH AS FOLLOWS:**

**Terms and conditions**

- The Client undertakes to participate in a hunting safari with the company, and the Company would facilitate the safari upon the following Terms and Conditions:

1.)

**1.1) Confirmation of booking and Day fees:**

- A 50% deposit of the total daily rate for the whole safari is required to confirm a booking. This must be done by bank transfer into the company account. The balance of the total day rate is payable, in cash on the first day of arrival. The balance of the account will be settled on the last day of the safari, PRIOR to airport departure. Deposits are NOT refundable, but can be carried over to the next year, with a \$1000.00 surcharge.
- Bookings made with **less than sixty days notice**, will only be confirmed and booked with a full deposit of the total daily rate for the duration of the safari.
- Trophy fees are payable on all animals **killed, or wounded and lost**. Infinito Safaris reserves the right to change any terms, conditions and prices with written notice. Rates at the time of the hunt will apply.
- **Observer:** An observer is a non-hunter. The moment the observer wants to shoot an animal; his status will change to that of a hunter. The day rate for this person will then be calculated as that of a hunter for the whole duration of the safari, unless agreed otherwise with the company.
- A **Dangerous Game** hunt will be charged at Dangerous Game day rates for the whole safari, Plains game hunting notwithstanding. If a client books a Plains Game hunt, and decide to hunt Dangerous Game on arrival, his day rate will change to that of a Dangerous Game hunt
- A **Dangerous Game** hunt will only be confirmed upon payment of the full fee into the companies' bank account as the permit has to be issued in the name of the client. Should the hunt be unsuccessful the full deposit less the permit fee and daily rate fees will be refunded upon completion of the hunt.

**1.2) Included in the Daily Rates are the following:**

- Exclusive use of hunting areas and privacy guaranteed.
- The services of a licensed professional hunter.
- Trackers, skimmers and camp staff.
- Airport pick up and drop off
- Facilitating of firearm import permits
- Full accommodation and catering( soft drinks and water included)
- Daily laundry services.
- Skinning and field preparation of trophies.
- Hunting vehicle and equipment.
- Delivery of trophies to a South African taxidermist and/or shipping company. (Remember that we facilitate the export of your trophies in conjuncture with the taxidermist)
- Assistance with travel arrangements

**1.3) Excluded from the daily rates are the following:**

- Trophy and taxidermist fees.
- All alcohol like beer, wine, brandy, whisky, bourbon, rum, etc.
- CITES permits and hunting licenses, where applicable.
- Airline tickets, domestic and international.
- Admission charges on surprise trips (min. cost will apply)

- Rifle Hire excluding ammunition (\$10.00 per day, ammunition \$25.00 per box of 20)
- Personal, travel and trophy insurance
- International calls from landlines or satellite phones

**2. Duration of Hunt and Animals**

**2.1) Duration and Species**

The client undertake to book a hunt for .....days, hunting the following animals as indicated on annexure "A"

**2.2) Representative trophies:**

All animals hunted will be a representative trophy of the particular species.

**2.3) Price list**

The Company undertakes to charge the client as per the attached Price list (annexure "A")

**2.4) Professional Hunter:**

The following registered professional hunter(s) will be available for the clients' exclusive use for the duration of the Safari: .....

**2.5) Outfitter**

The Safari is facilitated and organized by Outfitter Charl van Rooyen and or Frederik Cocquyt as per the regulations and rules of DEAT.

Outfitter reg. number .....

**2.6) Fair chase**

As the hunt will be conducted in the spirit of fair chase hunting, the company cannot and will not guarantee killing of the desired species.

The client acknowledges that different hunting rules apply to each different hunting area and will strictly adhere to such rules. Any such hunting rules will be explained to the client before commencement of the hunt.

**2.7) Life-threatening situations:**

The parties agree that in the event of a life-threatening situation developing during the hunt, the professional hunter may in his sole and absolute discretion shoot and kill the animal, whether it is wounded or not. In the event that the landowner insists on payment for the animal so shot, the client will be responsible to pay the company the price negotiated with the landowner concerned.

### **3.) Indemnity:**

The client hereby indemnifies the company against any claim for personal injuries or loss or damage to property arising from any cause whatsoever, regardless whether it is caused by the negligence and or fault of the management or employees of the company or by a third party. This indemnification will come into operation upon signing of this agreement and will remain in force until the conclusion of the hunt upon delivery of the trophies.

### **4.) PHASA and SCI code of ethics**

As a member of the Professional Hunters Association of South Africa (P.H.A.S.A) and SCI (Safari Club International), the company undertakes to adhere to the organizations code of ethics.

### **5.) Insurance**

#### **5.1) Travel, personal and life insurance**

The client will be responsible for his own travel, personal, life and trophy cancellation insurance.

### **6.) Hunting rights, licenses and jurisdiction**

#### **6.1) Registered Closed Corporation**

The company confirms herewith that it is a registered Close Corporation according to South African company law, with registration number CK2003/091229/23.

#### **6.2) Hunting rights:**

The Company further confirms that it holds written hunting rights to all land that will be hunted.

#### **6.3) Permits /Licenses**

The Company confirms further that it had obtained/will obtain all necessary permits/licenses to hunt the animals as requested by the client.

#### **6.4) Jurisdiction and Governing Law:**

This agreement shall be construed, and the legal relations between the parties determined, in accordance with the laws of the Republic of South Africa and the Courts of the Republic of South Africa shall have exclusive jurisdiction in respect of all disputes arising under or out of or in connection with this agreement.

### **7.) Bank Details:**

Standard Bank of South Africa  
Acc name: Infinito Travel cc  
Account number: 33-150-784-6  
Branch code: 052647  
Address: 7 Hereford Street, Groblersdal, 0470, Limpopo, Republic of South Africa  
Swift code: SBZAZAJJ