

CONTRACT

Between

S.W.Pienaar

African Plains Safaris cc

P.O. Box 717 Gobabis

Tel: 00264 568412

Fax: 00264 568512

Cell: 00264 81 149 1070

..... (Hereinafter referred to as the client)

Terms and Conditions

1. Contract:

1.1 This contract will become affective as from the date the client's booking is confirmed in writing, by fax or E-mail and the deposit; referred in clause 2.1 is received by AFRICAN PLAINS SAFARIS (Hereinafter referred to as the Out fitter)

1.2 The contract is subject to Namibian law.

1.3 Any person making reservation as per Clause 8.4 accepts the terms and conditions 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, or E-mail.

2.2 The balance of the hunt must be received by the outfitter not later than the last day of the safari.

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. Banking details

Bank Name: First Dakota

Branch Name: Chamberlain S.D

Account Name: Schalk Willem Pienaar

Account Number: 80005314

Routing Number: 800-486-4712

Or

Standard Bank

Gobabis

Branch Number: 082072

Account Name: Schalk Willem Pienaar

Account Number: 04134026

4. Cancellation

4.1 Any cancellation of a confirmed reservation must be done in writing, or E-mail to the Outfitter, whereupon cancellation changes as per Clause 4.2 will apply.

4.2 No refund will be made by the Outfitter if, for any reason, inclusions or parts of the safari cannot be carried out and/or utilized. These would include all facets such as meals, gamedrives, accommodations, 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, but will not be obliged. 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, and accommodation price increase, 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 rout, 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 damaged arising out the alternative safari.

8. Responsibility and Liability:

8.1 Neither the Outfitter, not any person acting for, though and/or 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, the Outfitter shall particularly not be liable for any loss or damage arising from any act or omission whatsoever and/or a noncompliance with any term contained in this contract or any other literature of the Outfitter, clause by delays, sickness, injury or death, whether occasioned by negligence or otherwise and howsoever carried.

8.2 The Outfitter, may, as its sole discretion and without liability or cost to itself, at any time

cancel or terminate a client's safaris 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, as its sole discretion, to cancel a safari, or

the remainder thereof, or to make any alteration in the rout, accommodation price or other details. This would include any event or any safari being rendered impossible illegal or inadvisable weather, avalanches, strike, war government or other interface due to any other causes 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 include reservations. 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 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:

10.2 The client declares him/she 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 nor, its employees can be held responsible for any injury to other related incidents while on safari.

11. Baggage:

11.1 Clients are limited to one soft, sports type bag, with a maximum weight of twenty kilograms. This does not include rifles, photographic equipment and one overnight personal holder.

11.2 Due to rugged terrain the Corporation cannot be held responsible for any loss of or/ damage to any personal item, including baggage contents, please ensure that all bags are dust proof.

12. Airline clause:

The Outfitter will act as an agent for the client and 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:

13.2 The following are included in all safaris referred to in any Outfitter literature:

Vehicle and related costs

Guide and related costs

Full accommodation

Full permits

Airport transfers by vehicle

13.2 The following are not included in safaris cost:

Personal items and needs

Guaranties

Taxidermy costs

Charter flights

Optional extras

15% tax on the day fees only, which cannot be claimed back

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. Species wounded, and not found, will be deemed as hunted and the client will be liable for the cost of species.

14. Trophy Handling:

14.1 The Outfitter shall be responsible for all field preparation of trophies up to, and including, the 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 to the trophies to the taxidermist/shipping agent.

14.2 The Outfitter will act as an agent for the client 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 costs, and the payment thereof, will be a direct agreement between the taxidermist/shipping agent and the client.

15. Booking details:

See booking documentation attached.

16. Extension no waiver:

Notwithstanding any expressed or implied provisions of this contract, any latitude or extension of time which may be allowed by either party to the other respect of any payment provided for herein, or any matter or thing that any one of the parties is bound to perform or observe in terms hereof, shall not under any circumstance be deemed to be a waiver of, or prejudice, the rights of either party at any time to require strict and punctual compliance with each and every provision or term of this agreement.

17. No warranties:

The client hereby acknowledges that there are no undertakings or agreement by the Outfitter, that no warranties have been given by or on behalf of the Outfitter and that no representations have been made by or on behalf of the Outfitter either in writing or verbal, except as contained in this Agreement.

18. Jurisdiction:

The parties that consent to the jurisdiction of the High Court of Namibia or the Magistrate Court for the District of Windhoek for any legal proceedings in respect of any dispute that may arise from this agreement regardless of the cause of action or the amount in dispute and this paragraph shall serve as written consent to jurisdiction as may be required by any law or court for purpose of conferring jurisdiction upon the court wherein the **do minus litis** institutes such proceedings.

19. Whole agreement:

This agreement constitutes the whole agreement between the parties and no variation, alteration, modification or suspension of any of terms or conditions of this agreement

shall be of any force to effect unless reduced to writing, signed by the parties and made an Annexure hereto.

I.....hereby agree to the above terms
and
conditions.

Signed on this.....day
of.....at.....

Personal responsible for payment

Signed on this.....day
of.....at.....

Outfitter