



Hercules Olivier
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PHYSICAL ADDRESS:
Farm 469 Klippan , Mokwaripa,
Marken, 0605, South-Africa
POSTAL ADDRESS:
PostNet Suite 96, Private Bag x7501,
Onverwaght, 0557, South-Africa

TERMS AND CONDITIONS:

You are advised to thoroughly read and understand this document

For the purpose of this document, "Client" refers to any person(s), purchasing and/or participating, in any capacity, in a hunting, accommodation and/or adventure safari with Hercules Safaris. The Client must carefully read the following Terms and Conditions, and is advised to do the same with all documentation from Hercules 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

Hercules 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 Hercules Safaris a refund of all amounts received by the company out of the money paid by the Client and such refund constitutes full and final settlement of all claims that the Client may have against Hercules Safaris for such cancellation of the safari. Hercules Safaris reserves the right, at any time after commencement, to terminate the safari, if events or circumstances deem this course of action to be necessary for whatever reason, which may include but is not limited to the Clients' 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, Hercules Safaris cannot be held responsible for violations of national or game laws by its Clients. Hercules Safaris reserves the right, at any time, to deny the Client permission to shoot an animal for any reason.

LIABILITY

Hercules 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. Hercules Safaris cannot be held liable or responsible for, but not limited to accident, injury, illness, death, loss of property or damage to property during the safari or any expense arising from such events.

Client Signature

Date: _____

Exclusive Hunting Safaris in the African Wilderness

Member of SCI and PHASA

Professional Hunter and Outfitter – Limpopo and Mpumalanga



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RESERVATION AND PAYMENTS

The safari reservation dates will only be confirmed once the deposit has been received by Hercules Safaris. Hercules Safaris retains the sole right to accept or refuse proposed reservation dates. The deposit, required to confirm the reservation dates, will be applied to the total cost of the safari. Prior to departure from Hercules Safaris, the 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). Hercules Safaris regards only the following as acceptable forms of payment (in US\$): Bank transfers that have been received prior to clients' departure from Hercules Safaris, debit and credit cards fee may be charge where applicable or cash. Personal checks, traveller's checks and bank certified checks will be accepted as payment. 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 United States Dollars and are subject to change with reasonable notice prior to your hunt due to fluctuation in exchange rates.

CANCELLATION AND REFUNDS

All cancellations must be submitted to Hercules Safaris in writing.

If external factors beyond Hercules Safaris' control affect the scheduling of the safari, every effort will be made to accommodate the Client's circumstances. However, no refund will be issued if the full number of hunting days originally purchased cannot be included.

Postponement of the hunting safari is only permitted with written consent from Hercules Safaris. In such cases, the company reserves the right to set a limited time frame within which the safari must be completed.

If a client cancels in the same calendar year as the scheduled hunting safari, no refund will be issued and the entire deposit will be forfeited.

If the cancellation is made in the previous calendar year, a minimum notice period of 6 months prior to the scheduled start date of the safari is required to qualify for a refund. In such cases, 50% of the total deposit paid will be refunded.

Cancellations made less than 6 months before the safari start date will result in forfeiture of the full deposit.

INSURANCE

Hercules Safaris strongly recommends personal trip cancellation insurance, as well as medical-, travel-accident- and baggage insurance. If the Client desires insurance which provides protection against financial loss, it must be taken independently. Hercules Safaris does not provide trip cancellation or any other type of insurance whatsoever on behalf of the Client.

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AIR TRAVEL

All air travel arrangements are the responsibility of the Client. Hercules 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. It is the responsibility of the Client to send a flight itinerary to Hercules Safaris prior to the trip. It remains the sole responsibility of the Client to ensure Hercules Safaris has the correct dates, times and flight numbers for pick-up and drop off at the airport. Hercules Safaris will not be held responsible for any miscommunication and missed flights due to negligence from the Client.

TAXIDERMY

Skinning and field preparation of trophies are done by Hercules Safaris according to the requirements of the trophy taken, the area and weather conditions. We do not take any responsibility for any hair slip, red heat or any other form of damage to any trophies. Once Hercules Safaris has delivered the Client's trophies and paperwork to the appropriate third party, taxidermist or shipping agent of the Client's choice, it no longer assumes any responsibility whatsoever for its damage or loss. If the Client use a Taxidermy which Hercules Safaris recommend, Hercules Safaris will gladly assist the Client in the event of a complaint. Hercules Safaris takes no responsibility for any damage or loss and will not be able to assist the Client with any complaint if a Taxidermy outside our recommendations are used.

LIABILITY OF AGENT

Agents act only as intermediaries between the Client and Hercules Safaris, 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. Hercules Safaris makes no guarantees or promises of success, either expressed or implied. Any guarantee or promise made by the Agent shall be the Agents' sole responsibility to assume. The 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 arrival off clients at OR Tambo will be considered a full agreement of the terms and conditions of Hercules Safaris.

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HUNTING DAYS AND DAY FEES

Day fees are charged per day of which Hercules Safaris offers its services to the Client. Day rates are applicable from date of arrival to date of departure, irrespective of the activity. Charges for side trips does not replace day fees.

HUNTING RATES AND PACKAGES INCLUDES:

- *The services of a licensed hunter/guide and the use of hunting vehicle and fuel.
- *Accommodation on hunting areas.
- *All meals, beverages, bottled water and alcoholic beverages in moderation.
- *Trackers, skinners and the necessary field and camp staff.
- *Daily laundry services.
- *Transfer to and from Johannesburg's OR Tambo airport.
- *Field preparation of trophies and delivery to the taxidermist.

HUNTING RATES AND PACKAGES EXCLUDE:

- *Taxidermy, packing, dipping and shipping of trophies.
 - *Air fares. Gratuities (5-10% of your bill), personal expenses, personal insurance and phone calls.
 - *Hire of rifles, shot guns and ammunition.
 - *Accommodation and transfers before and after contracted safari period.
- (Only transfers to and from the Hunting area and Airport are included in day rates)

DONATION HUNTS

Should any donation be obtained and the full party, as set out in the donation is not able to attend, additional day fees will be charged for the absent parties. In case of an unsuccessful hunt of any of the donated species the donation thereof will expire without any refunding or credit thereof. A donation bought should be taken in the same year as stated and can't be transferred to the next year. Note that Day 1, of a hunt donated, will be counted as the day of arrival and Day 7 or Day 10 (depending on length of hunt donated) will be the day of departure.

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SIDE TRIPS

Hercules Safaris provides a hunting safari to the Client. We do offer side trips to the Client. Prices on side trips listed are subject to change with reasonable notice, due to possible changes from the third party at which side trip was booked. Hercules Safaris shall not be liable for any misrepresentations of the third party's available services and/or costs 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. Hercules Safaris cannot be held liable or responsible for, but not limited to accident, injury, illness, death, loss of property or damage to property during the side trip or any expense arising from such events.

GOVERNING LAWS

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

CLIENT RESPONSIBILITY

The Client may not carry any unlawful articles or substances whilst in South Africa. If any hunter or observer breaks any of the prohibitions set out herein, the Hunting Outfitter will be entitled to immediately exclude the offender from the safari hunting party, who will then be responsible for his/her own repatriation and all costs thereof.

FIREARMS

Clients may bring their own firearms, although these can be provided at a nominal fee. All firearms must be declared at the point of entry where a temporary permit will be issued for the duration of the hunting safari. Hercules Safaris will assist and guide the Client before the trip to South Africa to have all documentation ready. Hercules Safaris will not be held responsible if the Client does not have all documentation in order upon arrival in South-Africa.

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BANKING DETAILS

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BANK NAME: FIRST NATIONAL BANK

ACCOUNT NAME: Hercules Safaris

ACCOUNT NR : 625 0450 1934

BRANCH CODE: 270151

SWIFT CODE: FIRNZAJJXX

BANK ADDRESS :

JOUBERT STR. 50

MPUMALANGA, ERMELO, 2350

SOUTH AFRICA

+2717 811 2132

CREDIT CARD FACILITIES AVAILABLE ON OUR PREMISES:

DEBIT / CREDIT CARD: VISA and MASTERCARD accepted.

PLEASE NOTE: It is the responsibility of the Client to arrange, prior to arrival in South-Africa, with the Client's Bank for any transactions to be made at Hercules Safaris.

I, _____, hereby state that I have fully read, understood and accept the Terms and Conditions as set out in this contract.

I, _____, also understand that a gratuity fee of a minimum of 5% of the value of the total bill should be given to the staff of Hercules Safaris. I hereby undertake to tip the staff for their service and understand that my gratuity motivates staff in maintaining great service. (Staff includes trackers, skinners, kitchen and cleaning staff waiter as well as professional hunters of the Hercules Safaris facilities that has been at your service during your stay.)

Client Signature

Date: _____

PLEASE NOTE: Sign all 6 pages of this document. Scan and mail the signed document to Hercules Safaris prior to arrival.

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