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The On Fire for Adventure CC

## **BOOKINGS, TERMS AND CONDITIONS DEPOSIT, BALANCE AND CANCELLATION POLICY**

### **1. RESERVATIONS AND PAYMENTS**

Reservations are made by contacting Stan Burger Safaris directly, hereinafter referred to as the "Company: or through an agent, if your booking is made by one.

Safaris are booked and only confirmed on receipt of a 50% deposit of the basic safari rate. There shall be no binding contract until the deposit has been paid. Failure to remit your deposit on time may result in an automatic release of the confirmed space and the possible inability to reinstate your reservation. When the Company acknowledges receipt in writing of the deposit to you, it shall be deemed to constitute acceptance and confirmation of the reservation. By paying a deposit, you the client and Stan Burger Safari are deemed to be under contract for the dates quoted for your safari. Deposits are not refundable – the very principle of accepting a deposit being to confirm arrangements, and to mitigate the total loss of a safari booking in the event of a postponement or a cancellation, and to ensure a commitment by both parties.

The balance is due no later than sixty (60) days before commencement of your safari. If the balance has not been received by this date, the Company shall be entitled at its discretion to treat your reservations as cancelled and consequently your deposit will be forfeited.

All other related fees, including hunting permits, firearm permits and duty, conservation fees, hunting area fees, trophy export license fee, trophy handling and preparation fees, air transportation costs and the game fee deposit must be paid no later than sixty (60) days before commencement of your safari.

Any additions to your reservation made within sixty (60) days of commencement of your safari may be accepted provided space is available, payment in full is received, and documentation finalized before departure.

Bookings are also conditional on you the client signing a **RELEASE FORM**, which must be received by us before your arrival.

### **2. POSTPONEMENT REQUESTS**

Any postponement request of reservation must be in writing. The Company, at its sole discretion, retains the right either to accept or refuse such postponements request, which shall only be effective upon its acknowledged receipt by the Company.

In the event of an agreed postponement, the deposit will be debited with an administration fee of \$2,500.00 per hunting client plus the salary of the Professional Hunter. The balance of the deposit will be put forward to the new dates. A second request for a postponement will be treated as a full cancellation, the difference due on the full deposit will be billed and subject to immediate settlement. If you request a postponement of your safari after the final balance has been paid or due (with 60 days ahead of safari starting date), and in the event the Company does not agree to a postponement, the whole Basic Safari fee is forfeited. If the Company, at its sole discretion, does agree to a postponement, the deposit (50% of the Basic Safari fee) will be forfeited.

### 3. CANCELLATIONS AND NO SHOWS

Any cancellation of reservation must be in writing and shall only be effective upon its acknowledged receipt by the Company.

In the event of a cancellation you will forfeit the deposit in total. (See 1.2)

If you totally cancel your safari after the final balance has been paid, the basic safari is forfeited in full. Furthermore compensation for unused hunting quotas (game) will have to be met and 50% of quota set aside for your safari.

If you cancel with in 72 hours of your planned arrival or are a NO-show, the Company will treat your reservation as cancelled, and all payments made by you will be forfeited.

### 4. REFUNDS

No refunds are given;

- If you can only complete a portion of your safari booking and leave early. The safari section left unused cannot be refunded or reused on a future safari booking.
- For lost travel time or substitution of facilities.
- For itineraries amended after departure.
- For circumstances arising beyond the Company's control, necessitating alternative arrangements to be made to ensure the safety and/or further participation and enjoyment of your safari.
- If you do not appear for any accommodation/service, sightseeing or trip segments.

### 5. FOR YOUR INFORMATION

The Company acts as a booking agent when requested or necessary, for hotels; airlines; air charters; bus companies, ground transportation, boat purveyors or owners and other independent contractors independent corporation with its own management and is not subject to the control of Stan Burger Safaris including, but not limited to, various ground/air operators.

All bookings like those described above are accepted by the Company, as agents for independent ground/air operators. The transportation, accommodations and other services provided by the ground/air cooperators are offered subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers. Because the Company does not have the right to control the operations of the independent operators and their suppliers **IT CANNOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE** which may arise out of these services.

The Company reserves the right to cancel any itinerary or any part of it, to make such alterations in the itinerary as it deems necessary or desirable, to refuse to accept or to retain as a member of any safari any person at any time, and to pass on to safari members any expenditure occasioned by delays or events beyond control. In case of any appreciable variation in its cost, the Company reserves the right to adjust its rates.

### 6. RISK

The Company draws your attention to the fact that there are certain inherent risks involved in participating in the type of trips and/or safaris sold by the Company and that you accept them at your own risk.

It is your sole responsibility to take all appropriate medical advice prior to departure as to whether you are fit enough to undertake the trip booked. The Company shall not be liable for illness, injury or death sustained on a program sold by the Company, its officers, employees, authorized representatives or agents whom so ever.

## 7. FORCE MAJEURE

"Force Majeure" means, in relation to the Company, any circumstances beyond the reasonable control of the Company (including, but without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war. Sabotage, insurrection, civil disturbance or requisition).

If the Company is affected by Force majeure it shall forthwith notify you of the nature and the extent thereof.

The Company shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

If the Company is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip.

Payment of any refund by the Company to you as a result of the non-performance of any of the Company's obligations hereunder shall remain at its sole and absolute discretion whilst endeavoring to reimburse you where possible. However the recover of the reasonable, actual and potential costs to the Company of the Force Majeure shall apply.

Regarding civil unrest, once the company has investigated the prevailing situation as it deems fit, it shall remain in the Company's sole and absolute discretion whether to proceed with the trip. You may in such circumstances cancel the trip. However if, after having made all reasonable proper enquiries, the Company is of the opinion that the trip may proceed, no refund will be payable to you and the provisions of Clause 2 shall apply.

## 8. INSURANCE

The Company strongly recommends that you obtain the following types of insurance which are commercially available;

- **Accidental Death and Disability**
- **Major medical**
- **Emergency Medical Evacuation**
- **Loss of Personal Effects**
- **Trip Cancellation**

You are not covered by any form of insurance by the Company. You undertake any trip or safari arranged by the Company at your own risk.

## 9. SURCHARGES

Although the Company hopes that it will not need to levy surcharges, it reserves the right to do so on the invoice amount, if this becomes necessary. The Company will endeavor to notify you in writing as soon as it is aware of any likely surcharge (depending on the circumstances). If the surcharge is not paid within such time, the Company may construe such non-payment as an act of cancellation on your part and the provision of Clause 2 shall apply. Any refund made by the Company shall be at its sole and absolute discretion.

## 10. BOOKING TERMS AND CONDITIONS

Booking terms and conditions govern the relationship between the Company and you, to the total exclusion of any other bookings, terms and conditions. No alteration to the bookings, terms and conditions may be made by any of the Company's employees, authorized representatives or agents, unless in writing by an authorized office of the Company. All decisions and matters subject to the Company's discretion shall be made by an authorized officer of the Company.

## **11. CARRIAGE BY LAND, SEA AND AIR**

Carriage by Land, Sea and Air are subject to the terms and conditions of the carrier with whom you travel and to international conventions some of which may limit liability. Land, Sea and Air travel are also subject to operational decisions of carriers and air and sea ports which may result in cancellations, delays and diversions, over which the Company has no control and for which the Company accepts no liability whatsoever.

## **12. BAGGAGE**

Temporary or permanent loss of baggage is the responsibility of yourself or the carrier. It is not the responsibility of the safari company and any expense involved in such a loss is entirely yours/or the carrier's responsibility.

## **13. TRAVEL DOCUMENTS AND VACCINATIONS**

It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, or other documentation required for the trip are obtained and are in order. It is your responsibility to meet any additional costs incurred either by yourself (or by the Company on your behalf) as a result of any failure by you to comply with such requirements.

## **14. SPECIAL REQUESTS**

You must advise the Company in writing of any special requests, e.g. diet or facility when you submit your reservation to the Company. The Company will meet any such requests, if possible.

## **15. INFORMATION IN THE BROCHURE**

All information given in this brochure is, to the best of the Company's knowledge, correct at the time of going to press but the Company reserves the right to change the same.

## **16. DISPUTES**

If you have any cause for complaint while traveling you must immediately bring it to the attention of the Company's local representative or agent who will attempt to resolve the situation.

## **17. CONSENT**

The payment of the deposit OR any other partial payment for a reservation on a safari constitutes consent to all provisions of the booking and the conditions and general information contained in this brochure. The terms under which you agree to take these safaris cannot be changed or amended except in writing signed by an authorized office of the Company.

## **18. MONEY PAID TO BOOKING AGENTS**

If your safari is booked with an agent, your booking agent will forward deposits and other payments to us on your behalf. Since your booking agent is not our agent for the purpose of the receipt of monies, there is no liability on our part unless and until we notify you (by way of a Booking Confirmation) that monies paid have been received by us. We will issue a Booking Confirmation to your agent immediately upon receipt of their payment on your behalf.

## **19. CONDITIONS OF BOOKING**

You shall comply with the instructions of the Company's representatives at all times. No client shall be accepted or permitted to continue on safari while their status, mental or physical condition is, in the opinion of the representative of the Company, such as to render them incapable of caring for themselves; objectionable to other clients, become a hazard to themselves, other clients or safari company employees. The Company will not be responsible for expenses by such person precluded from completing the safari for this reason.

## **20. NOTICE OF RESPONSIBILITY**

When you book travel related services with the Company, you are entering into a binding agreement that assumes all terms and conditions are fully understood as stated in this brochure.

## **21. YOUR BOOKING AGENT'S RESPONSIBILITY (IF YOU USE AN AGENT)**

At Stan Burger Safaris we enjoy a first class working relationship with booking agents throughout the world. To facilitate the reservations process for you, Stan Burger Safaris requests its booking agents to provide you with thorough communications pertaining to your booking. Your agent has been provided with a list of responsibilities to assist and inform you on matters such as required documentation payment schedules and cancellations policies. Your agent will assist you to the best of his/her ability in providing answers and information pertaining to your booking.

## **22. GAME TROPHIES**

Your game trophies will not be shipped until full and final payment of all outstanding game fees and any safari extras, such as tips and other personal expenses raised in the final invoices are settled in full. Non-payment will result in forfeiture of any trophies hunted, to the Company or the Government as the case maybe.

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MEMBERS: Stan Burger and Jacqueline Burger