
Oryx Trail Safaris



Contract for a Hunting Safari

This document serves as the Contract between:

Oryx Trail & Hunting Safaris cc

That chooses its *BUSINESS ADDRESS* to be:

P.O. BOX 1268,

Farm Retreat,

Kuruman,

1457.

REPUBLIC OF SOUTH AFRICA,

And herein afterwards called "Oryx Trail"

AND

..... (Name)

That chooses his/her *PERMANENT POSTAL ADDRESS* to be:

.....
.....
.....

Herein afterwards called "The Hunter"

Definitions:

Contract Period: The period by date specified in writing to Oryx Trail Safaris by The Hunter, as to when the services of Oryx Trail Safaris are required which forms part of this Contract.

Client /s: Any person who is The Hunter for the duration of the Contract Period. A list of the names, last names and gender of any person under the legal age of signing a contract must be supplied to Tandem at least 30 (thirty) days prior to the Contract Period. The Hunter will take full responsibility for such persons.

Commencement of hunt: The agreed date and time The Hunter is collected at any pre-arranged point by Tandem. The Hunter must supply this in writing to Tandem at least 30 (Thirty) days prior to commencement of the Contract Period.

Completion of hunt: The agreed date and time The Hunter is dropped off at any pre-arranged point. The Hunter must supply this in writing to Oryx Trail at least 30 (Thirty) days prior to commencement of the Contract Period.

Services: The supply by Oryx Trail to The Hunter of the following:

- The services of a Professional Hunter/s (PH) on a basis of 1(one) PH for every 2 (Two) Hunters.
- Trackers, skimmers, drivers and camp staff.
- Ground Transportation as specified in writing by Oryx Trail Safaris to The Hunter.
- Full Accommodation on a share basis as specified in writing by Oryx Trail Safaris to The Hunter.
- Daily Laundry and cleaning of sleeping facilities.
- Field preparation of Trophies.
- Delivery of all Trophies hunted to the agreed Taxidermist.
- Hunting Permits.
- Import Permits for allowed firearms.
- If required by The Hunter, the services of a qualified and registered Tourist Guide.
- Photographs, photographic albums and/or video recordings of all happenings during the Contract period as far as possible.

Daily Rate: The amounts payable to Oryx Trail Safaris by The Hunter in the currency agreed to between Oryx Trail Safaris and The Hunter for each night The Hunter spends at any place of Accommodation. This must be specified in writing by Oryx Trail in any proposal or quotation that is accepted by the Hunter, or it may form part of this Contract as Appendix 1.

Additional Costs: The amounts payable to Oryx Trail Safaris in the currency agreed to between Oryx Trail Safaris and The Hunter as specified in writing by Oryx Trail Safaris in any proposal or quotation that is accepted by the Hunter, or it may form part of this Contract as an Appendix.

Trophy Prices: The price quoted by Oryx Trail for any Animal Specie to be hunted during the Hunting Period specified in this Contract, or it may form part of this Contract as an Appendix.

Professional Hunter (PH): A person registered in any of the Province/s of the Republic of South Africa or neighbouring Countries to act as PH where Oryx Trail Safaris conduct its operations according to the Regulations pertaining to these Province/s or Countries.

Appendix: Any attachment to this Contract that forms part of this Contract.

Accommodation: Facilities as described in the Regulations of any Province of the Republic of South Africa or Country where clients can sleep, wash, eat, drink and relax.

Property: All the land registered under the name of any Contractor to Oryx Trail Safaris and including any land on which Oryx Trail Safaris or any Landowner may have concessions to hunt.

Landowner or Contractor: Any partnership or person who is registered as the owner of any land in a deeds registry.

Hide: Any natural or unnatural area or construction inside which hunters can wait for game to appear.

Hunting Rules: The contractual agreement of Hunt and Camp Rules as supplied by Oryx Trail Safaris to The Hunter or that may form part of this Contract as an Appendix.

Regulations: The Legal Rules pertaining to Hunting published in the Government Gazette applicable to each Province of the Republic of South Africa, or the Legal Publications pertaining to Hunting in any Country in which Oryx Trail Safaris operates.

CONTRACT

Let it be known that Oryx Trail Safaris will supply and/or ensure that:

1. The required services to The Hunter for the following Hunting Period:

- Date of Commencement of the Hunt: _____
- Date of Completion of the Hunt: _____
- Commencement and Termination of the liabilities of Oryx Trail Safaris to The Hunter will start and end at Johannesburg International Airport or any other agreed point.
- The Professional Hunter mentioned below will escort The Hunter during the abovementioned period:

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.....
.....
.....

Republic of South Africa or any qualified PH appointed by Oryx Trail Safaris.

2. Services that will include at least those listed under "*Definitions*" as well as any additional services specified in writing by Oryx Trail Safaris to The Hunter.

3. That the PH or PH's will provide the following:

- Ensure that the Client/s always practises safe firearm handling. (Refer to the 10 Golden Rules of Firearm Safety as an Appendix to this Contract).
- Ensure that Clients are aware of the camp and hunting rules, and that these, together with any indemnities required by Oryx Trail Safaris, are properly understood and signed by the Clients before the hunt commences.
- Ensure that the Clients are dressed correctly whilst hunting.
- Ensure that the safety of the Clients is a top priority. This also entails pre-inspection of hides for cleanliness, presence of proper chairs and the absence of insects and snakes before Clients are allowed into the hide. Should any animal threaten the safety of the client, the PH or anyone in the group whilst hunting, the PH will be allowed to kill such animal, and the client will bear the cost of such animal.
- Ensure that the vehicles supplied by the Landowner, PH or Oryx Trail Safaris, are cleaned and refuelled on a daily basis.
- Ensure that guides/trackers/drivers provided by the Landowner, PH or Oryx Trail Safaris is dressed properly. Arrival and departure times for each hunting session are to be confirmed with such people and to the Landowner or Oryx Trail Safaris on a daily basis.
- Make a checklist for daily requirements and ensure that these are available.

- Agree with the Client/s and The Hunter, Landowner or Oryx Trail Safaris as to the species that may be hunted. Female species may not be hunted without special approval from the Landowner or Oryx Trail Safaris. The PH or PH's will be held responsible for the cost of such animal if not approved by the Landowner or Oryx Trail Safaris.
- Agree with the Client/s and Oryx Trail Safaris on the times of day that may be used for hunting. Determine which times are defined as half an hour before sunrise and half an hour after sunset as per the Regulations.
- Seek and identify any species of game to a Client who requires hunting such species, and ensure that it is safe and correct for the Client to take a shot at any animal.
- Provide the Client with the best opportunity and information to enable him/her to take such an animal.
- Should the PH determine that the Client wounded an animal, he must without prior approval of the Client, endeavour to kill such animal as soon as possible.
- Should an animal be wounded, to track the animal until found with all aids to his disposal. If the animal is not found, to seek agreement as such with the Client, and report back to the Landowner or Oryx Trail Safaris. All hunting activities will cease for all hunters in the group that hunted such an animal until the animal is found or agreement is obtained from the hunter that the animal is lost.
- Ensure that all taken animals are properly marked for identification by any method as agreed to by the Landowner or Oryx Trail Safaris. This must be done before such animal is removed from the area where it was killed.
- Provide any photographic services as supplied by Oryx Trail Safaris or required by the Client.
- On each trip to a hunting area, he must ensure that there are sufficient refreshments available on the vehicle in which the Clients are transported for the duration of such trip.
- Should Clients require spending a full day in a hide, he must ensure that arrangements for food and refreshments are made timeously.
- Always carry a first Aid Kit, rifle and ammunition with appropriate calibre, and a knife.
- When supplied, always carry a radio/telephone that can connect him with the Landowner or Oryx Trail Safaris, and provide information to the latter parties as to the taking or wounding of an animal as soon as possible.
- On a daily basis, ensure that all trophies sent through to the Landowner for processing are handled correctly. This entails supervising at the slaughtering facility as far as possible.
- Ensure that all requests from a Client are carried out within the agreement between the Client, the Landowner and Oryx Trail Safaris. If a request is received from a Client, which was not previously agreed to, approval for such a request must be obtained as soon as possible.
- Hunting is not allowed on public roads. Rifles carried on public roads, must be unloaded and placed in a proper and appropriate gunbag as per the Regulations.
- A daily field report per hunter must be completed as required by Oryx Trail Safaris and this is to be confirmed with the Client, the Landowner and Oryx Trail Safaris on a regular basis, as well as at the end of the hunt.
- He will ensure that all relevant documents required by the Regulations, are duly completed and signed by the Client, the Landowner and/or Oryx Trail Safaris and the PH.

- Ensure that the Camp Manager is informed when it is anticipated to return from the hunting area. When possible, this is to be done by radio/telephone.
 - He must ensure that no person assigned to his group is left in the camp or the hunting area before departure from such areas.
4. The carcasses of any animal hunted by a Client, will remain the property of the Landowner/Oryx Trail Safaris with the exception of any tissue required for trophy purposes. It may be agreed between The Hunter and Oryx Trail Safaris to consume any part of such carcasses during the hunt.
 5. After the hunt, each Client will be provided with a copy of a document listing detail of the hunt and the species hunted. (South African Professional Hunting Register and Trophy Export Application). It will be the responsibility of the Client to ensure that it is correct before accepting and signing it. This document is used for the export of the trophies from South Africa and import of the trophies into the Countries of residence of the Client. Any mistakes cannot be rectified afterwards.
 6. To allow each Client to hunt the best trophy of any animal listed as available on the *Trophy Prices* (See Appendix 3), or any animal that The Hunter may hunt with prior approval of the Landowner or Oryx Trail Safaris. No guarantee can be given as to the size or to finding the chosen specie.
 7. Should The Hunter wish to bring his or their own weapons, to supply the necessary documentation for the temporary importation of Firearms into Republic of South Africa or any Country where the hunt will take place.
 8. To supply The Hunter with a set of Camp and Hunting rules. (See Appendix 4).
 9. Tandem does not accept any responsibility for any personal travel arrangements prior to arriving in the Republic of South Africa or neighbouring Countries or after departure from these Countries.
 10. That an Indemnity Form as required by Oryx Trail Safaris, is supplied to The Hunter. (See Appendix 7).
 11. That the booking of the Contract Period is confirmed in writing.
 12. Tandem carries Professional Indemnity Insurance that caters for unforeseen accidents, but it remains the responsibility of The Hunter to ensure that he has the necessary insurance against loss of property.

The Hunter will supply and/or ensure that:

1. The questionnaires requesting Personal Detail (Appendix 5) as well as the Hunter Details (Appendix 6) are completed and returned to Tandem within the time limits as requested. These are used to apply for Hunting Permits and to ensure that the required services are delivered.

2. Clients brought on to the property of any Landowner, will make payments directly to Oryx Trail Safaris, and Oryx Trail Safaris in turn, will settle any outstanding amount due to the Landowner not later than on the day of departure from the property of Landowner.
3. That all rules, regulations and laws that are applicable to Hunters and Visitors from their respective Countries, are properly adhered to.
4. That any Hunter is in possession of the required documentation to export/import weapons to and from the Countries of Residence.
5. Payment of a deposit of 50% (Fifty Percent) of the Daily Rate is due at least 90 days before the Commencement Date. (See Appendix 1)
6. The balance of the daily fees is paid on the date of Commencement, and payment of all trophies hunted (See Appendix 3), is due on the day of departure from the Hunting Farm or area.
7. Payment for the balance of any agreed tour before, during or after the Contract Period that does not form part of this Contract is due on the date of departure for such tour. It may be agreed that the tour must be fully paid before the time of the Contract Period.
8. Any animal that is wounded during the hunt and is not found as agreed to between the Client and the PH is to be paid for in full. It is therefore in the Client's best interest to ensure that he/she is satisfied that the animal could not be found.
9. That the document supplied to the Hunter by the PH (South African Professional Hunting Register and Trophy Export Application) is correct before accepting and signing it. Any mistakes cannot be rectified afterwards.
10. That the Camp and Hunting Rules are understood and that a signed copy is given to Tandem before or on the Commencement Date. (See Appendix 4).
11. That the Indemnity Form is understood and that a signed copy is given to Tandem before or on the Commencement Date.
12. A list of the names, last names and gender of persons under the legal age of signing a contract must be supplied to Oryx Trail Safaris at least 30 (Thirty) days prior to the Contract Period. The Hunter will take responsibility for such persons listed.
13. As per the Definition of *Commencement of hunt*, The Hunter must supply the dates and times at least 30 (Thirty) days prior to commencement of the Contract Period.

This constitutes the full and final agreement between Oryx Trail Safaris and The Hunter, and can only be amended in writing by mutual agreement between the two parties.

Signed at _____(Place) on this the _____Day of
_____(Month) In the Year _____.

The Hunter _____
(Signature)

Print Name _____

For Oryx Trail & Hunting Safaris _____

Print Name _____

As Witness _____

Print Name _____

Appendix 1: Daily Rate

The Daily Rate per Day will be calculated as EACH NIGHT that Oryx Trail Safaris supplies Accommodation on a share basis to The Hunter, and will be charged as follows in _____ :

Per Hunter over the Age of 16 Years per Day:

Per Non-Hunter over the Age of 16 Years per Day:

Per Person under the Age of 12 Years: Free

Per Person between the Age of 12 Years and 16 Years: Half the Daily Rate of a Non-Hunter

The abovementioned Daily Rate for a Hunter includes the Services of 1 (One) PH for every 2 (Two) Hunters to a Maximum of 4 (Four) Hunters. If the Number of Hunters exceeds 4 (Four), the Additional Fee for the Services of Additional PH's as specified under Appendix 2, becomes applicable.

Cancellation fees are as follows:

- Up to 60 days before the Commencement Date - 10% of the deposit.
- 40 to 59 days before the Commencement Date - 35% of the deposit.
- 20 to 39 days before the Commencement Date - 70% of the deposit.
- 0 to 19 days before the Commencement Date - 90% of the deposit.
- No Show - 100% of the deposit.

Appendix 2: Additional Costs

The Following Additional Costs are due by the Hunter:

- Any Specific Costs with regards to Hunting Permits, Field Preparation of Trophies, Transportation or ANY COSTS RELATED TO THE HUNT when specified in the Quotation or Proposal to the Hunter.
- Any Personal Expenses like Toiletries, Medication and Souvenirs.
- Fees for the Preparation, Export, Transportation and Insurance of any Trophies to the Country of residence or any address chosen by the Hunter.
- Telephone Calls made by The Hunter at the places of Accommodation.
- Alcoholic Beverages consumed by the Hunter.
- All Travelling Costs (including VISAS) to and from the Republic of South Africa or to and from any Country where the Hunt will take place, unless it is specified to be included in the Daily Rates or forms part of this Contract.
- Hotel and/or Accommodation costs before and after the Contract Period.
- Should The Hunter elect to have Single Accommodation at any venue, an add-on fee of \$ 50.00 Per Day will be levied.
- Should The Hunter elect to have the Services of 1 (One) Professional Hunter per 1 (One) Hunter, an additional fee of \$ 100.00 Per Day will be levied.
- If the Number of Hunters exceeds 4 (Four), the following Additional Daily Fees for the Services of PH's are applicable:
 - For Each additional 1(One) or 2 (Two) Hunters: \$ 100.00
- Gratuities to any of the Personnel or Staff at the places of Accommodation.
- Any local Air- or Ground Transportation during the Contract Period unless specified to be included in the Daily Rates or forms part of this Contract.

Appendix 3:

Trophy Prices

AS SUPPLIED

Appendix 4: Camp and Hunting Rules

CAMP:

1. When you leave your room, please close the doors and windows that do not have insect wiring.

2. To enable us to help you to enjoy your stay, please inform any of the supervisory staff immediately of anything that is not to your satisfaction.
3. All forms, indemnities and acceptance of the rules, must be signed before a hunter will be allowed to hunt.
4. Non-hunters are not allowed to walk or drive anywhere outside the camp without being accompanied by a guide. Please request such a guide when needed.
5. For your own safety, please ensure that you carry a torch/flashlight with you at night, should you need to walk around in the camp. Walking outside the camp at night is not allowed unless accompanied by a Professional Hunter. (PH)
6. NO LOADED WEAPONS are allowed in the camp. Please remove all ammunition from your weapons before entering the camp. Ensure that all weapons are placed in the firearm safe when not in use.
7. ALL ROOMS IS NO-SMOKING

HUNTING:

8. Legal regulations do not allow weapons to be transported on public roads without them being unloaded and carried in a thoroughly closed gun bag. Please ensure that this rule is adhered to when travelling to and from areas that require the use of public roads.
9. All weapons are required to be test fired before a hunt commences.
10. It must be agreed between the Landowner, the Hunter and the PH which species of animals may be taken before the hunt commences.
11. Hunting is only allowed between a half an hour before sunrise and a half an hour after sunset. Actual times must be agreed to before the hunt commences.
12. Please ensure that all trophies are marked correctly to your requirements. This should be done before it is loaded in the veldt or removed to the slaughtering facility.
13. Only shots approved by the PH may be taken. If the PH determines that any additional shot/s may be required, he is allowed to take these without the consent of the hunter. Any animal wounded and not found must be paid for at the full price. When walking in the veldt, do so in single file as close as possible behind the guide/PH, and try to be as quiet as possible.
14. When a shot was taken, do not shout out your delight. Wait for at least 5 minutes before following the spoor. If the animal was wounded, any human noise it will only spur it to run faster and further away, making it more difficult to find.
15. Alcohol and weapons do not go together. If the PH determines that you may not be fit for hunting the next day after a good night's party, please adhere to the rules made.
16. Littering is not allowed. Always clean out hides before you leave. If you smoke, please place cigarette butts in your pocket. Do not throw these away in the veldt.
17. Always obey the instructions from your PH. He is there to make your hunt enjoyable. A PH may only accompany a maximum of 2 hunters.
18. Please make an entry in the Visitor's Book before you leave. This makes interesting reading for other visitors, and any comments for improvement, will help us to improve our standards.

The above were explained to me and I fully understand that should I not comply with these rules, OTXY TRAIL & HUNTING SAFARIS cc will not be held responsible any way.

Signature: Hunter.

Date: _____

Please PRINT Name here: _____

Appendix 5: Questionnaire - Personal Details

(Please complete/circle the following to enable us to give you the service you require.)

1. Last Name: _____

2. Given or Christian Names: _____

3. Postal Address and Postal Code: _____

4. Residential Address: _____

5. Telephone Numbers:

Office: _____ Home: _____

Country Code _____

Area Code _____

Number _____

Mobile _____

6. Name and address of Person you wish to be contacted in an Emergency:

Telephone Number: (Please indicate Codes) _____

7. Any special dietary requirements?: Yes / No

If yes, please specify: _____

8. Do you suffer from any Allergies?: Yes / No

If yes, please specify: _____

9. Do you suffer from any Medical Condition which requires any special handling, or need to be cared for?: Yes / No

If yes, please specify:

10. If you have anything else specifically related to you, which need to be mentioned and/or treated in any special way, please indicate below:

11. Personal Doctor/Physician : Name: _____
Telephone Number: (Please indicate Codes) _____

12. Do you Smoke: Yes / No

13. Is there anything else you wish to mention that we need to take special care of?

Appendix 6: Questionnaire - Hunter Details

(Please complete the following to enable us to apply for the necessary hunting permits.)

1. Last Name : _____

2. Full Given Names: _____

3. Postal Address and Postal Code: _____

4. Residential Address: _____

5. Passport Number: _____

6. Animal to be hunted

Signature: _____

Date: _____

