

## Terms and Conditions

### 1. Services Provided by Absolute Hunting.

- Absolute Hunting acts as booking agent for hunts, hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners and other independent contractors providing hunting activities, accommodations, transportation, and/or other services abroad.
- Each of these companies is an independent corporation with its own management and is not subject to the control of Absolute Hunting, including, but not limited to, various overseas ground operators.
- All bookings like those described above are accepted by Absolute Hunting, as agent for independent overseas ground operators. The transportation, accommodations and other services provided by the ground operators are offered subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers. Because Absolute Hunting 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.
- Absolute Hunting reserves the right to cancel any itinerary or any part of it, and to make such alterations in the itinerary as it sees necessary or desirable. Absolute Hunting has the right to refuse to accept or to retain as a member of any members of the hunt, any expenditure caused by delays or events beyond its control. In case of any appreciable variation in its cost, Absolute Hunting reserves the right to adjust its rates.

### 2. Risks of the hunt.

- Absolute Hunting draws your attention to the fact that there are certain inherent risks involved in participating in the type of trips arranged by Absolute Hunting and that this is accepted 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. Absolute Hunting shall not be liable for illness, injury or death sustained on a program arranged by Absolute Hunting. Absolute Hunting cannot held responsible for any gross negligence of officers, employees, authorized representatives or agents whomsoever.

### 3. Reservation.

- Hunts are booked and confirmed only on receipt of a 50% deposit of the cost of the hunt. This deposit is due within fourteen (14) days of making the reservation. 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 Absolute Hunting acknowledges receipt in writing of the deposit to you, this constitutes acceptance and confirmation of the reservation.
- The balance is due no later than sixty (60) days prior to commencement of your hunt. If the balance has not been received by that date, Absolute Hunting is entitled at its discretion to treat your reservation as cancelled and consequently such part of the deposit is forfeited solely by Absolute Hunting.
- Any reservation made within sixty (60) days of commencement of your hunt may be accepted provided space is available, payment in full is received, and documents can be delivered prior to departure.
- Absolute Hunting will not provide tickets, coupons, vouchers or documents until full payment is received by Absolute Hunting.

### 4. Separate Contracts between Outfitter and Client.

- Client acknowledges and agrees that any contract for the Hunt, such as guide service or access to private land, is between Client and Outfitter and not between Client and Absolute Hunting.
- Client acknowledges and agrees that Client has been advised by Absolute Hunting to obtain a written, signed contract between Client and Outfitter. Client acknowledges that Hunt prices, terms, and dates are subject to change at any time before such a contract is signed between Client and Outfitter.

### 5. Representations by Outfitter.

- Absolute Hunting has double checked Outfitter and has found Outfitter's experience, knowledge and expertise appropriate. Nevertheless, Absolute Hunting has relied on statements made by Outfitter and has communicated those statements to Client.
- Client acknowledges and agrees that Outfitter is solely responsible for misrepresentations made by Outfitter and Client agrees Client will not pursue Absolute Hunting for any misrepresentation made by the Outfitter.
- Outfitter is responsible for acquiring and keeping current, any necessary governmental permits or licenses that might be required to legally provide the services offered by Outfitter to Client.
- Absolute Hunting does not determine whether an Outfitter has all such necessary permits or licenses, as any such permit or license could be voided at any time by a governmental agency.
- All trophies and daily fees, hunting, terms and condition subjects can be changed without notice, by the Wildlife department of the country you have booked and Absolute Hunting is not responsible for this kind of changes.

## 6. Payment.

- Client agrees to pay Absolute Hunting for the Hunt in the amount set forth above, as follows:
- The Initial Deposit, due upon booking the Hunt, in the amount indicated above.
- The Remaining Balance, due at least 60 days before the first day of the Hunt, in the amount indicated above.
- Absolute Hunting will forward all payments to the outfitter.
- Both the Initial Deposit and the Remaining Balance shall be paid directly to Absolute Hunting. Client understands and agrees that Absolute Hunting can only accept this Agreement and reserve the Hunt once the Initial Deposit is paid.
- The Initial Deposit is only refundable regarding to the cancelation terms & conditions of the outfitter. There might be a handling fee of Absolute Hunting to cover costs for preparing the Hunt.
- In the event that Client fails to timely pay the Remaining Balance, Absolute Hunting reserves the right to cancel this Agreement and keep the Initial Deposit as damages for Client's failure to complete the Hunt.
- Payment to Absolute Hunting can be made only by Bank-transfer or PayPal. Additional trophy fees or expenses during the hunt, has to be paid in cash or by credit card directly to the outfitter.
- Please send all payments for Absolute Hunting to the following account:

**Absolute Hideaway Selection S.L.** - La Caixa - Marques de Vivot, 4 – 07170 Valldemossa – Spain  
IBAN: ES37 2100 2412 0102 0004 6910 BIC: CAIXESBBXXX

## 7. Cancellation and Refunds.

- Any cancellation of a reservation must be in writing and shall only be effective upon its acknowledged receipt by Absolute Hunting. Cancellation charges shall apply in the following circumstances:
- The Initial Deposit and any other money paid is only refundable regarding to terms & conditions of the outfitter. In certain cases Absolute Hunting will charge a handling fee to cover any costs for organizing the Hunt.
- Client acknowledges and agrees that under all circumstances, the responsibility of Absolute Hunting to Client is limited to the fees paid to Absolute Hunting.
- Any requests to postpone the hunt must be made in writing and shall only be effective upon its acknowledged receipt by Absolute Hunting. Absolute Hunting at its sole discretion reserves the right to either accept or refuse a request to postpone the hunt and to hold up to 50 % of the cost of the hunt for license and administration fees.
- If the hunt is postponed Absolute Hunting reserves the right to change all daily rates, trophy and license fees and all other fees including additional charges.
- No refunds are given (1) for lost travel time or substitution of facilities, areas, hunters, camps and dates, (2) for itineraries amended after departure, (3) for circumstances arising beyond the Absolute Hunting's control, necessitating alternative arrangements be made to ensure the safety and/or further participation and enjoyment of your hunt, (4) if you do not appear for accommodation, service, sightseeing or trip segment without notifying Absolute Hunting, or (5) if you leave your hunt after it has begun, miss any scheduled sightseeing, activities or accommodation.

## 8. Replacement Hunt.

- Client acknowledges and agrees that Absolute Hunting is under no obligation to find a replacement hunter in the event that Client is unable to complete the Hunt Trip during the time reserved by Client.
- In the event that Client requests Absolute Hunting to find a replacement hunter and Absolute Hunting is able to find a replacement hunter to replace Client, Client agrees to pay Absolute Hunting a fee of 10% of the total Hunt Trip price.

## 9. Insurance

- Absolute Hunting strongly recommends you to obtain the following types of insurance in the country of residence:
- Accidental death and disability - Emergency medical evacuation - Trip cancellation

## 10. Surcharges

- Although Absolute Hunting hopes that it will not need to levy surcharges, it reserves the right to do so on the invoice amount, if this becomes necessary.
- Absolute Hunting will endeavor to notify you in writing as soon as it is aware of any likely surcharge and Client must pay the amount of such surcharge no later than seven (7) days after written notification has been received (depending on the circumstances)

## **11. Carriage by Land, Sea & Air**

- Carriage by Land, Sea and Air is 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 or diversions, in which case Absolute Hunting has no control and Absolute Hunting accepts no liability.
- If you leave a trophy in the country of hunt due to the any circumstances, you have to accept all the expenses involved and all the rates quoted for the trophy shipment.
- Temporary or permanent loss of baggage is the responsibility of Client or the carrier.

## **12. Travel Documents & Vaccinations**

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

## **13. Special requests**

- You must advise Absolute Hunting in writing of any special requests, e.g. diet or conditions when you submit your reservation to Absolute Hunting.
- Absolute Hunting will meet any such requests, if possible.

## **14. Photography**

- Absolute Hunting reserves the right without further notice to make use of any photos or films taken on the hunt by our staff for general purposes without payment or permission. Where a client makes available to Absolute Hunting photographs of their own, Absolute Hunting reserves the right to make use of such photos.

## **15. Consent**

- The payment of the deposit or any other partial payment for a reservation on a hunt acts consent to all provisions of the conditions and general information supplied by Absolute Hunting. The terms under which you agree to take these hunts cannot be changed or amended except in writing signed by an authorized officer of Absolute Hunting.
- These terms and conditions govern the relationship between Absolute Hunting and Client, to the total exclusion of any other terms and conditions, if no other remarks are made on the face side of the contract when signing.
- Facsimile (fax) transmission of a signed copy of this Contract, and any remarks to this Contract, and the retransmission of any signed fax shall be the same as delivery of an original.
- A copy of this Contract emailed to Absolute Hunting from the Client with the Client's name typed at the end of the email shall be considered by both parties to be the same as delivery of a signed original.
- This Contract and any remarks to this Contract may be executed in counterparts. This Contract is considered signed by Absolute Hunting when it is emailed to Client.

## **16. Binding Contract**

- Client has read this Contract and agrees to the terms and statements contained herein and agrees, to be legally bound by it. Client executes this Contract by signing and returning to Absolute Hunting.
- Absolute Hunting accepts the terms of this Contract by providing a signed copy of this Contract to Client. This agreement does not become binding until it is signed by Client and accepted by Absolute Hunting.

Valldemossa 2014

Marcus Grande – CEO Absolute Hunting