



BOOKING TERMS AND CONDITIONS

IMPORTANT NOTICE

Last updated: October 2026

Fort Governor's Safaris provides hunting safaris and associated outdoor activities which involve **inherent and potentially serious risks**.

Hunting, firearm use, travel in wilderness areas, travel in open and off-road vehicles, walking and tracking through natural terrain and encounters with wild and dangerous animals may result in **serious bodily injury, permanent disability, property damage or death**.

Certain provisions of these Terms **limit or exclude the liability of Fort Governor's Safaris and other persons; require a Client to assume certain risks; require a Client to indemnify Fort Governor's Safaris or other persons; and constitute acknowledgements by the Client**.

Clients must read these Terms carefully before making a booking or payment.

Every person participating in a Safari is additionally required to complete and sign Fort Governor's Safaris' **Client Service Agreement and Risk Acknowledgement, Waiver, Release and Indemnity** before participating.

1. APPLICATION OF THESE TERMS

- 1.1 These Terms and Conditions apply to all enquiries, quotations, reservations, bookings and hunting or safari-related services supplied or arranged by Fort Governor's Safaris (Pty) Ltd ("*Fort Governor*").
- 1.2 By submitting a booking request, accepting a quotation, paying a deposit or other amount in respect of a Safari, the person making the booking acknowledges these Terms and agrees that the booking will be subject to them.
- 1.3 Participation in the Safari is additionally conditional upon each adult participant personally completing and signing Fort Governor's Client Service Agreement and Risk Acknowledgement, Waiver, Release and Indemnity.
- 1.4 A person making a booking on behalf of other participants warrants that he or she is authorised to make the booking and undertakes to provide these Terms to those participants.
- 1.5 Notwithstanding clause 1.4, **no person may waive another adult participant's rights, assume risks on that participant's behalf or sign the prescribed Risk Acknowledgement and Indemnity on that person's behalf unless lawfully authorised to do so.**
- 1.6 If there is an inconsistency between these Website Terms and a Client's individually signed Client Service Agreement or written booking confirmation, the individually signed agreement or specific written booking confirmation shall prevail to the extent of the inconsistency.

2. DEFINITIONS

2.1 For purposes of these Terms:

- 2.1.1 **“Client”** includes the person making a booking and, where appropriate, every person attending or participating in the Safari;
- 2.1.2 **“Dangerous Game”** means Buffalo, Elephant, Rhinoceros, Lion, Leopard, and Hippopotamus and any other species or animal capable of presenting a material risk of serious injury or death;
- 2.1.3 **“Professional Hunter” or “PH”** means the licensed professional hunter appointed to conduct or supervise the hunt;
- 2.1.4 **“Safari”** includes the hunting safari and associated accommodation, transport, game drives, tracking, walking, firearm use, shooting, trophy recovery and preparation, transfers and other activities arranged or facilitated by Fort Governor;
- 2.1.5 **“Trophy Fee”** means the applicable fee for an animal harvested or wounded during a Safari.

2.2 References to Fort Governor include, where appropriate and where permitted by law, its directors, shareholders, employees, Professional Hunters, Outfitters, guides, trackers, drivers, agents and representatives.

3. ENQUIRIES AND BOOKINGS

- 3.1 Safari enquiries may be submitted through our website or directly to hunting@fortgovernors.com.
- 3.2 Submission of an enquiry does not constitute a confirmed booking.

3.3 A booking becomes confirmed only once Fort Governor has accepted the booking, the required deposit has been received in cleared funds and Fort Governor has issued written confirmation of the booking.

3.4 Hunting dates, particular species, hunting areas and accommodation remain subject to availability until the booking has been confirmed.

4. RATES AND PRICING

4.1 Unless otherwise stated, all prices are quoted in United States Dollars ("USD") and apply to the relevant hunting season.

4.2 Fort Governor may amend advertised or indicative prices before a booking has been confirmed as contemplated in clause 3.3.

4.3 Price adjustments may result from, amongst other things exchange-rate fluctuations, government taxes or levies, permit or licence costs, conservation charges, fuel costs, supplier increases, changes in legislation or regulatory requirements, or other material operational or market changes.

4.4 A quotation remains subject to its stated validity period and to availability.

4.5 Current indicative rates may be viewed on our website or obtained directly from Fort Governor.

5. DEPOSITS

5.1 Unless otherwise agreed in writing, a minimum deposit equal to 50% of the total daily rates is required to secure a booking.

5.2 Cape Buffalo packages require a minimum deposit equal to 60% of the total package price.

- 5.3 No hunting dates are reserved until the applicable deposit has been received in cleared funds and the booking has been confirmed.
- 5.4 Trophy Fees will ordinarily be charged at the rates applicable during the year in which the Safari takes place.
- 5.5 Where the Client pays 100% of the applicable daily rates or agreed package price in advance and Fort Governor expressly confirms in writing that the rates have been secured, those agreed rates shall apply, subject to any subsequent tax, statutory levy, permit fee, conservation charge or government-imposed charge outside Fort Governor's reasonable control. Should you wish to extend your stay, any additional fees will be charged at the amended rate at the time of your extension if applicable.
- 5.6 Deposits are non-refundable except to the extent that applicable law requires otherwise or these Terms expressly provide otherwise.

6. PAYMENT OF THE BALANCE

- 6.1 Unless otherwise agreed in writing, the outstanding balance of the Safari daily rates is payable 3 weeks prior to arrival at camp.
- 6.2 All Trophy Fees and additional charges incurred during the Safari must be paid in full before departure from camp.
- 6.3 Additional charges may include, without limitation additional animals harvested or wounded, ammunition, firearm rental, additional accommodation, transfers, permits, special activities, additional hunting days, taxidermy or trophy-related charges where arranged for the Client and other goods or services requested by or supplied to the Client.

- 6.4 Payment may be made by electronic bank transfer, cash or accepted major credit card, subject to Fort Governor's prevailing payment arrangements.
- 6.5 The Client is responsible for bank charges, currency conversion charges and payment-processing costs attributable to the Client's method of payment.
- 6.6 A 3.5% cash handling/deposit surcharge may be charged where applicable and legally permissible.
- 6.7 Fort Governor may decline to release any trophy, document or other property which it is legally entitled to retain until all amounts due have been paid in full.

7. GRATUITIES

- 7.1 The preferred method of tipping for trackers, camp staff, safari crews, and Professional Hunters (PHs) is in USD cash. Alternatively, gratuities may be added to the final safari account and distributed according to the client's instructions.
- 7.2 Gratuities are entirely voluntary and are appreciated but never expected.

8. CANCELLATION AND POSTPONEMENT BY THE CLIENT

- 8.1 Safari dates are reserved specifically for the Client. Cancellation may therefore result in Fort Governor losing the opportunity to sell those dates to another Client.
- 8.2 Where a Client cancels a Safari less than nine months before the commencement date, the deposit will be forfeited where Fort Governor is unable reasonably to reschedule the booking to alternative dates within the same hunting season.

- 8.3 Where a Safari is cancelled or postponed more than nine months before commencement, Fort Governor may, in its discretion and subject to availability, permit the deposit to be transferred to the following hunting season.
- 8.4 A rescheduled Safari will be charged at the Trophy Fees, daily rates, government fees, permit charges and other applicable rates for the season in which the Safari actually takes place unless otherwise expressly agreed in writing.
- 8.5 A Client who fails to arrive, arrives late, voluntarily leaves a Safari early, elects not to participate, cannot participate due to inadequate travel documentation, firearm permits or other documentation becomes unable to continue for personal or medical reasons or has participation terminated as contemplated in these Terms, will not be entitled to a refund for unused Safari days or services, except where applicable law requires otherwise.
- 8.6 Clients are strongly advised to obtain adequate trip cancellation and interruption insurance.

9. NATURE OF HUNTING AND NO TROPHY GUARANTEE

- 9.1 Hunting involves wild or managed wildlife and natural conditions which cannot be predicted or controlled with certainty.
- 9.2 Fort Governor accordingly **does not guarantee** that any particular animal or species will be encountered, that the Client will receive a suitable shooting opportunity, that any particular species will be successfully harvested, the size, horn length, weight or other measurement of a trophy, qualification for any record book, award or category or any particular hunting result.
- 9.3 Photographs, video footage, previous hunting results, trophy examples and statements concerning typical or expected trophy quality are illustrative and do not constitute warranties or guarantees.

10. WOUNDED ANIMALS

- 10.1 An animal wounded or struck by a projectile shall be regarded as harvested and the full applicable Trophy Fee shall become payable, whether or not the animal is ultimately recovered.**
- 10.2 The PH will determine whether an animal has been wounded, acting reasonably and having regard to evidence including blood, hair, bone, tissue, bullet strike, the observed reaction of the animal, tracking evidence, and other objective indications of a hit.
- 10.3 Every reasonable effort will be made to locate and recover a wounded animal.
- 10.4 The Client must cooperate with the PH and tracking team insofar as it is safe and reasonable to do so.
- 10.5 The PH may dispatch a wounded animal where reasonably necessary for hunter or third-party safety, animal welfare, or ethical hunting considerations.
- 10.6 Where an animal first wounded by a Client is subsequently dispatched by the PH or another authorised person, the Client remains liable for the full Trophy Fee.

11. PROFESSIONAL HUNTER'S AUTHORITY

- 11.1. The Professional Hunter has final authority in respect of immediate operational, firearm and hunting safety during the Safari.**
- 11.2. Every Client must immediately obey a reasonable safety instruction given by the PH.
- 11.3. The PH may prevent a Client from firing a shot, loading or handling a firearm, approaching an animal, following wounded game, entering a particular area or continuing any activity where the

PH reasonably regards it as unsafe, unlawful, unethical or inconsistent with responsible hunting practice.

- 11.4. The PH or Fort Governor may immediately suspend or terminate a Client's participation where the Client handles a firearm unsafely, fires a firearm without authority or contrary to an instruction, is materially impaired by alcohol, drugs or medication, behaves recklessly or aggressively, endangers another person, intentionally shoots an animal not authorised for that Client, refuses to comply with a reasonable safety instruction, damages property deliberately or recklessly, engages in unlawful hunting or other unlawful conduct or otherwise presents a material risk to persons, animals or property.
- 11.5. Termination on these grounds does not entitle the Client to reimbursement for unused hunting days or services.

12. FIREARMS AND AMMUNITION

- 12.1 A Client bringing a firearm or ammunition into South Africa is responsible for ensuring full compliance with all applicable laws, airline requirements and firearm import and export procedures.
- 12.2 Fort Governor may provide reasonable administrative assistance with firearm permit arrangements but does not warrant or guarantee that any authority will issue a permit.
- 12.3 Subject to applicable law, Fort Governor shall not be liable for delays, refusal of permits, missed flights, detention, confiscation or seizure of firearms or ammunition resulting from government or regulatory decisions, airline requirements, customs or police action, legislative changes or the Client's failure to comply with applicable requirements.
- 12.4 Firearm rental and ammunition are for the Client's account unless expressly included in the agreed package.

- 12.5 A Client using a rented or supplied firearm may be required to demonstrate safe and competent firearm handling.
- 12.6 The PH may require any Client to participate in a firearm safety briefing and/or sighting-in exercise before hunting.
- 12.7 Fort Governor or the PH may reject any firearm, calibre, ammunition or equipment reasonably considered unsafe, defective or unsuitable for the intended quarry.

13. ALCOHOL, DRUGS AND IMPAIRMENT

- 13.1 A Client may not handle or discharge a firearm while materially impaired by alcohol, recreational drugs or medication affecting judgement, coordination or reaction time.
- 13.2 Fort Governor and/or the PH may prohibit a person from participating in any activity whenever there are reasonable grounds to believe that the person is impaired.
- 13.3 The Client must disclose any medication or temporary condition materially affecting his or her ability to participate safely.

14. HEALTH AND PHYSICAL FITNESS

- 14.1 Safari activities may involve considerable walking, rough or uneven terrain, high or low temperatures, sun exposure, prolonged vehicle travel, physical exertion and activities in remote locations situated significant distances from medical facilities.
- 14.2 Each Client is responsible for determining whether he or she is physically and medically capable of undertaking the planned activities.

- 14.3 Before participation, the Client must disclose any medical condition, allergy, physical limitation or medication which may reasonably affect the Client's safe participation or emergency medical treatment.
- 14.4 Fort Governor does not provide medical advice.
- 14.5 Fort Governor or the PH may restrict or discontinue participation where reasonably required for the safety of the Client or others.

15. EMERGENCY TREATMENT AND EVACUATION

- 15.1 In the event of injury or illness, Fort Governor may assist the Client in obtaining emergency treatment or evacuation.
- 15.2 If the Client is unable to provide instructions, the Client authorises Fort Governor to arrange such reasonable emergency assistance, transportation, evacuation or treatment as appears appropriate in the circumstances.
- 15.3 Fort Governor does not warrant the availability, response time or standard of independent ambulance, aviation, hospital, medical or emergency service providers.
- 15.4 Medical treatment, evacuation, air ambulance, repatriation and associated expenses are for the Client's account or that of the Client's insurer.

16. INSURANCE

- 16.1 Every Client is strongly advised to obtain comprehensive insurance appropriate to the Safari before travelling to South Africa.

16.2 Appropriate cover should include, where available medical treatment, emergency evacuation, air ambulance and repatriation, hunting-related injury, firearm-related injury, trip cancellation, trip interruption, lost or delayed baggage, personal property, personal liability and trophy-related losses.

16.3 **Clients hunting Dangerous Game, including Cape Buffalo, are responsible for ensuring that their policy specifically covers Dangerous Game hunting.**

16. Any absence or inadequacy of insurance does not transfer uninsured expenses to Fort Governor.

17. IMPORTANT ACKNOWLEDGEMENT OF RISK

PLEASE READ THIS SECTION CAREFULLY.

17.1. The Client acknowledges that hunting and safari activities involve unavoidable and inherent risks which may result in serious injury, permanent disability, property damage or death.

17.2. Such risks include, without limitation loaded firearms, accidental firearm discharge, ricochets and bullet fragmentation, ammunition or equipment malfunction, dangerous, charging, wounded or unpredictable animals, snakes, insects and other wildlife, rough, steep, rocky or uneven ground, holes, vegetation, branches and obstacles, falls, extreme heat or cold, sun exposure and dehydration, storms and other adverse weather, fire, rivers, dams and water crossings, disease and infection, open or modified safari vehicles, four-wheel-drive and off-road travel, vehicle collisions and rollovers, mechanical breakdown, poor or unsealed roads, remote locations, delayed access to emergency services, conduct of other hunters or participants, hunting dogs and other animals and other hazards ordinarily associated with wilderness travel and hunting.

17.3. The Client acknowledges these risks and voluntarily elects to participate subject to the separately signed Client Service Agreement and Risk Acknowledgement, Waiver, Release and Indemnity.

18. LIMITATION OF LIABILITY

THIS CLAUSE LIMITS THE RIGHTS OF THE CLIENT AND MUST BE READ CAREFULLY.

- 18.1 To the fullest extent permitted by South African law, Clients participate in hunting and associated Safari activities and use facilities, vehicles and equipment at their own risk in relation to the inherent and ordinary risks of those activities.
- 18.2 To the fullest extent permitted by law, Fort Governor shall not be liable for injury, illness, death, property damage, loss or expense arising from an inherent risk knowingly and voluntarily assumed by the Client.
- 18.3 To the fullest extent legally permissible, liability for loss caused by ordinary negligence may be limited or excluded in accordance with these Terms and the separately signed Client Service Agreement and Risk Acknowledgement.
- 18.4 Nothing contained in these Terms excludes or limits any liability which may not lawfully be excluded or limited under the Consumer Protection Act 68 of 2008 or any other applicable South African law.
- 18.5 Without limiting clause 17.4, these Terms do not purport to exclude liability for gross negligence where such liability may not legally be excluded.
- 18.6 These Website Terms do not replace the separately signed Risk Acknowledgement, Waiver, Release and Indemnity required from each participant.

19. CLIENT'S RESPONSIBILITY AND INDEMNITY

THIS CLAUSE MAY REQUIRE THE CLIENT TO INDEMNIFY FORT GOVERNOR AND MUST BE READ CAREFULLY.

- 19.1. To the fullest extent permitted by law, the Client accepts responsibility for loss, damage or injury caused by the Client's own negligent conduct, reckless conduct, deliberate conduct, unlawful conduct, unsafe firearm handling, breach of these Terms or failure to follow reasonable safety instructions.
- 19.2. To the fullest extent permitted by law, the Client indemnifies Fort Governor against third-party claims arising from the Client's negligent, reckless, unlawful or intentional conduct, injury or property damage caused by the Client, unsafe or unlawful firearm use, infringement by the Client of hunting, conservation, customs or firearm laws, inaccurate information or documentation supplied by the Client, or failure to comply with a reasonable safety instruction.

20. HUNTING LICENCES, PERMITS, QUOTAS AND CONSERVATION

- 20.1 Hunting activities will be undertaken subject to South African law and applicable provincial hunting and conservation requirements.
- 20.2 Certain animals or species may require specific licences or permits, government approval, landowner approval, seasonal authorisation or availability within an applicable quota.
- 20.3 Fort Governor may reasonably amend an itinerary, substitute a hunting area or remove a species from availability where required by law, permit conditions, conservation considerations, quota restrictions, government decisions, landowner restrictions, animal availability or circumstances outside Fort Governor's reasonable control.
- 20.4 No Client may require Fort Governor, its PH or any associated person to perform or facilitate an unlawful hunt.

21. TRAVEL AND CLIENT DOCUMENTATION

21.1 The Client is responsible for ensuring that he or she possesses all necessary passports, visas, travel documentation, firearm permits, firearm import/export documentation, medical documentation where required and other permits or authorisations applicable to the Client's travel and participation.

21.2 Fort Governor may assist with information but does not guarantee entry into South Africa or approval by any government, immigration, firearm, airline or customs authority.

22. INCLUDED SERVICES

22.1 Unless otherwise stated in the Client's written quotation or booking confirmation, daily Safari rates ordinarily include accommodation during the Safari, meals, ordinary laundry service, the services of a licensed Professional Hunter, field preparation of trophies and ordinary transport during the Safari.

22.2 The specific written quotation and booking confirmation should always be consulted to determine what is included in a particular package.

23. EXCLUDED SERVICES AND COSTS

23.1 Unless expressly included in writing, Safari rates and Trophy Fees do **not** include international flights, domestic flights, pre- or post-Safari accommodation, firearm import permits, firearm rental, ammunition, taxidermy, dip and pack, veterinary fees and inspections, export or import permits, freight, shipping, customs duties, travel insurance, medical treatment, emergency evacuation, repatriation, gratuities or personal expenditure.

24. TROPHY PREPARATION, TAXIDERMY AND EXPORT

- 24.1 Unless expressly agreed otherwise, taxidermy, dip and pack, veterinary inspections, export arrangements, shipping, freight, customs clearance and foreign import requirements are for the Client's account.
- 24.2 The Client is responsible for determining whether an animal or trophy may legally be imported into the Client's home or destination country.
- 24.3 Fort Governor does not warrant that a foreign government or regulatory authority will approve importation.
- 24.4 Where Fort Governor assists in arranging the services of a taxidermist, dip-and-pack facility, shipper, freight agent or other provider, that provider may be an independent third-party contractor.
- 24.5 Once a trophy has been delivered to an independent third party accepted or nominated by the Client, its subsequent processing, storage and transport will be subject to that provider's arrangements and terms.
- 24.6 Fort Governor is not an insurer of trophies and Clients should obtain appropriate insurance where available.

25. THIRD-PARTY SERVICE PROVIDERS

- 25.1 Fort Governor may arrange or facilitate services supplied by independent providers, including airlines, charter operators, transport providers, guest houses and hotels, taxidermists, dip-and-pack facilities, shipping agents, firearm permit facilitators; and medical or emergency providers.

- 25.2 Where Fort Governor acts only as an intermediary in arranging an independent service, the Client's use of that service may additionally be governed by the provider's own terms and conditions.
- 25.3 Fort Governor does not control or guarantee the independent performance of third-party service providers.
- 25.4 Nothing in this clause excludes liability which applicable law requires Fort Governor itself to bear.

26. PERSONAL PROPERTY

- 26.1 Clients remain responsible for their own money, passports, firearms, ammunition, luggage, jewellery, cameras, electronic equipment and other personal belongings.
- 26.2 Clients are advised not to bring unnecessary valuables and to maintain appropriate travel insurance.
- 26.3 To the fullest extent legally permissible, Fort Governor will not be responsible for theft, loss or damage to Client property which is not caused by liability which Fort Governor may not lawfully exclude.

27. CLIENT CONDUCT

- 27.1 Clients must behave lawfully and reasonably and must respect Fort Governor's personnel, other guests, landowners, animals and property.
- 27.2 Fort Governor may immediately remove or restrict a Client whose conduct endangers persons or animals, is abusive, violent, threatening or harassing, materially disrupts the Safari, causes deliberate or reckless property damage, involves unlawful activity, materially breaches safety requirements; or otherwise creates a material operational or safety risk.

27.3 No refund will be due for unused services where participation is terminated as a result of the Client's material misconduct, subject to applicable law.

27.4 The Client remains responsible for damage caused by his or her unlawful, deliberate, reckless or negligent conduct.

28. CHANGES TO ITINERARIES AND HUNTING ARRANGEMENTS

28.1 Safari itineraries are planned in good faith but may require adjustment because of wildlife movements, weather, road conditions, availability of particular areas, safety considerations, conservation requirements, permit restrictions, government action, landowner requirements, or other operational circumstances.

28.2 Fort Governor may make reasonable changes to hunting areas, accommodation, daily activities or itinerary where necessary, provided that it will endeavour to preserve the overall nature and standard of the booked Safari.

29. FORCE MAJEURE

29.1 Fort Governor will not be liable for a delay, interruption, cancellation, alteration or inability to perform caused by circumstances beyond its reasonable control.

29.2 Such circumstances may include drought, flood, wildfire, extreme weather, epidemic or disease outbreak, government action, legislative or regulatory changes, permit or quota changes, closure of hunting areas, transport disruption, airline cancellations, labour unrest, civil disturbance, war, terrorism, natural disaster, or similar extraordinary circumstances.

29.3 Where reasonably necessary, Fort Governor may alter Safari dates, accommodation, hunting areas or itineraries in response to such circumstances.

- 29.4 Where performance becomes impossible or materially affected, Fort Governor may, subject to applicable law and the circumstances, offer reasonable rescheduling or a credit towards a future Safari.

30. PHOTOGRAPHS AND MEDIA

- 30.1 Photographs and video footage may be taken during Safaris.
- 30.2 Fort Governor will not use an identifiable Client's likeness for commercial promotional purposes where consent is required by law unless the Client has provided such consent.
- 30.3 Clients who do not wish to feature in promotional material should notify Fort Governor.

31. PRIVACY AND PERSONAL INFORMATION

- 31.1 Fort Governor processes personal information for legitimate purposes associated with Safari enquiries and bookings, Client communications, payment administration, travel arrangements, firearm and hunting permits, accommodation, emergency procedures, trophy arrangements, legal or regulatory compliance.
- 31.2 Information may, where reasonably necessary, be provided to government authorities, Professional Hunters, Outfitters, accommodation providers, permit facilitators, transport providers, taxidermists or trophy service providers, medical and emergency service providers, and other persons reasonably involved in providing the booked services.
- 31.3 Fort Governor will take reasonable measures to process and safeguard personal information in accordance with applicable South African data protection legislation.
- 31.4 Personal information will not be sold to third parties.

32. WEBSITE INFORMATION

- 32.1 Fort Governor makes reasonable efforts to ensure that information published on its website is accurate at the time of publication.
- 32.2 Safari rates, animal availability, quotas, permit requirements, accommodation arrangements, photographs and other information may nevertheless change.
- 32.3 Website material does not constitute a guarantee of animal availability, hunting success, specific trophy quality, permit approval or availability of particular dates, unless expressly confirmed in the Client's written booking confirmation.

33. WEBSITE INTELLECTUAL PROPERTY

- 33.1 Unless otherwise indicated, the content of the Fort Governor website, including its photographs, written material, branding, logos, graphics and original video content, belongs to Fort Governor or is used with permission.
- 33.2 Such content may not be reproduced, commercially exploited, republished or distributed without prior written consent, except as permitted by law.

34. ELECTRONIC COMMUNICATIONS

- 34.1 The Client agrees that booking confirmations, quotations, invoices, notices and other communications may be transmitted electronically.
- 34.2 Electronic communications and electronic acceptance may have legal effect in accordance with applicable South African law.

34.3 The Client is responsible for ensuring that contact details supplied to Fort Governor are accurate.

35. COMPLAINTS

35.1 Any Client who experiences a material problem during a Safari should bring it to the attention of the PH or Fort Governor as soon as reasonably possible.

35.2 This enables Fort Governor to investigate and, where reasonably possible, address the concern while the Safari is still in progress.

35.3 Nothing in this clause removes any right which a Client enjoys under applicable law.

36. CONSUMER PROTECTION NOTICE

36.1 THE CLIENT'S ATTENTION IS SPECIFICALLY DRAWN TO CLAUSES 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 23, 24, 25, 26, 27 AND 28. Clients are requested to read these provisions carefully before making a booking. These provisions may **limit the liability or risk of Fort Governor or another person; require the Client to assume certain risks; require the Client to indemnify Fort Governor or another person; constitute an acknowledgement by the Client; or affect the Client's rights following cancellation, injury, loss or damage.**

36.2 Participation in a Safari remains subject to the Client personally signing Fort Governor's prescribed Client Service Agreement and separate Risk Acknowledgement, Waiver, Release and Indemnity.

37. GOVERNING LAW

37.1 These Terms, each booking and any Safari service supplied or arranged by Fort Governor are governed by the **laws of the Republic of South Africa.**

37.2 Subject to any mandatory rights conferred by consumer or other applicable legislation, disputes arising from these Terms, a booking or Safari services will be determined by the courts of the Republic of South Africa.

37.3 Where legally permissible, proceedings shall be instituted in the court having jurisdiction where Fort Governor principally conducts its business.

38. SEVERABILITY

38.1 If any provision of these Terms is found to be unlawful, invalid or unenforceable, that provision shall, insofar as legally permissible, be severed or interpreted in a manner that makes it enforceable without affecting the remaining provisions.

39. NO WAIVER

39.1 A failure or delay by Fort Governor to exercise a right under these Terms does not constitute a waiver of that right.

40. ENTIRE BOOKING ARRANGEMENT

40.1 The agreement applicable to a particular Safari may comprise of these Website Terms and Conditions, the Client's quotation, the written booking confirmation, the Client Service Agreement, the Risk Acknowledgement, Waiver, Release and Indemnity, and any specific written variation or additional agreement concluded between Fort Governor and the Client. No oral representation which is inconsistent with those documents shall bind Fort Governor unless subsequently confirmed in writing by an authorised representative.

41. CONTACT DETAILS

41.1 For Safari enquiries, bookings or questions concerning these Terms:

Fort Governor's Safaris (Pty) Ltd

Sean van Zyl: +27 79 168 8850

Jo van Zyl: +27 71 199 2040

Email: hunting@fortgovernors.com

Website: huntfortgovernors.com

42. ACCEPTANCE

42.1 By proceeding with a booking and making payment after being given an opportunity to access these Terms, the Client acknowledges that the booking is subject to these Terms.

42.2 **This electronic acceptance does not replace the requirement that each person participating in hunting or associated high-risk activities personally complete and sign Fort Governor's Client Service Agreement and Risk Acknowledgement, Waiver, Release and Indemnity before participation.**