

Telford Hunting New Zealand Limited

HUNTING TRIP AGREEMENT (November 2021)

DATED

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The parties have agreed to enter into this Agreement to set out the terms and conditions on which the Outfitter will provide Hunting Trip services to the Client. The Client, by signing this Agreement or paying the Deposit, accepts the terms and conditions set out in this Agreement and agrees to be bound by them. Capitalised terms in this Agreement have the meaning given to them in the definitions section of the Terms.

Specific Terms

PARTIES

(Client)

Telford Hunting NZ Ltd (**Outfitter**)

Preferred name:

Address: 146 Postmans Road, RD1, Kaikoura, NZ

Address:

Phone:

Contact Person: Gerald Telford

Mobile:

Mobile: 0275 174 006

Email:

Email: info@telfordhunting.co.nz

Emergency Contact Person (not on hunt):

Phone

Mobile

Email

HUNTING TRIP DETAILS

Hunt dates: Arrive - Hunt - Depart

Total number of days:

Name of each hunter (if applicable): (1) _____

(2) _____

Names of non-hunter companions: (1) _____

(if applicable) (2) _____

CONSENT TO RISKS

By signing this Agreement or paying the Deposit, the Client:

1. confirms that he or she understands that there are a number of risks inherent in participating in the Hunting Trip including (but not limited to) personal injury and/or death and losing or damaging personal belongings; and
2. agrees to the extent permitted by law, to assume all the inherent dangers and risks of participating in the Hunting Trip and to release the Outfitter from all liability, howsoever caused, in connection with the Client's participation in the Hunting Trip
3. agrees to the terms and conditions as set out in Appendix A to this Agreement.

EXECUTED as an Agreement

| Signed by | Signed by Telford Hunting NZ Ltd |
|---------------------|------------------------------------|
| _____ Signature | _____ Signature |
| _____ Print name | _____ Print name Gerald Telford |
| _____ Date | _____ Date |

APPENDIX TO AGREEMENT

- A Hunting Package
- B General Terms and Conditions
- C Medical Questionnaire

Appendix A

| Hunt Package | | |
|---|------------------------------------|-------------|
| Currency | Description of Hunt Package | Cost |
| \$US | Guided hunting | \$0 |
| | | \$0 |
| | | \$0 |
| | Total Package | \$0 |
| Deposit Required | | |
| 30% deposit of the hunt package is required within 21 Days | | \$0 |
| Total Package Price Includes: | | |
| Guiding expertise, daily rates, courtesy road transport to the hunting block, light refreshments, Lodgings, meals, Trophy fees for animals listed, field preparation, and Queenstown or Wanaka airport transfers. | | |
| Total Package Does NOT Include: | | |
| Taxidermy and expediting costs (www.taxidermy.co.nz), personal expenditure, helicopter hire, consumption of cocktails and hard liquor. | | |

GENERAL TERMS

APPENDIX B

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this Agreement unless the context otherwise requires:

Agreement means this Hunting Trip Agreement between the Outfitter and the Client, as amended from time to time, including the Specific Terms and these General Terms;

Client means the person named as Client in this Agreement and where the context permits, also includes the hunters and non-hunter companions of the Client identified in the Specific Terms and accompanying the Client on the Hunting Trip;

Default Interest Rate means 15% per annum;

Deposit means the deposit payable by the Client to the Outfitter in accordance with clause 4.2 of this Agreement and as described in the table in the Services and Fee Schedule;

General Terms means these terms including the Services and Fee Schedule as amended from time to time;

GST means goods and services tax paid or payable in accordance with the Goods and Services Tax Act 1985;

Hunting Trip means the hunting trip that the Client embarks on as supplied or arranged by the Outfitter as part of the Services;

PPSA means the Personal Properties Securities Act 1999;

Outfitter means the person named as Outfitter in this Agreement and includes any employees, contractors, and/or agents of the Outfitter;

Services means the services supplied by the Outfitter or arranged by the Outfitter (acting as agent for the Client) as detailed in the Services and Fee Schedule or as otherwise agreed between the parties;

Fee means the fee to be paid by the Client for the Services as provided in the Services and Fee Schedule;

Services and Fee Schedule means the services and fee schedule attached to these General Terms;

Specific Terms means the specific terms as set out at the beginning of this Agreement;

Trophy means the trophy animal(s) that the Client is given the opportunity to hunt, shoot and kill during a Hunting Trip, as detailed in the Services and Fee Schedule, and **Trophies** shall have a corresponding meaning; and

Working Day means any day other than a Saturday, Sunday or a public holiday in Otago, New Zealand.

1.2 Interpretation: In this Agreement:

1.2.1 \$ or dollars is a reference to the currency for the time being of the United States of America commonly referred to as United States Dollars or USD;

1.2.2 the meaning of general words is not limited by specific examples introduced by the words including, for example or similar expressions;

1.2.3 headings are for ease of reference only and will not be deemed to form any part of the context or affect the interpretation of this Agreement

1.2.4 reference to a *party* includes a reference to that party's lawful executors, administrators, successors and permitted assigns, and parties means all *parties* to this Agreement;

1.2.5 reference to a statute is to a New Zealand statute and includes all regulations, orders, bylaws, codes, notices and fact sheets made under or pursuant to such a statute and includes references to all amendments to that statute whether by subsequent statute or statute passed in substitution for the statute; and

1.2.6 where these General Terms and the Specific Terms are inconsistent, the terms of the Specific Terms will prevail to the extent of the inconsistency.

1.3 **Contra proferentem:** The terms of this Agreement must not be construed adversely against a party if a reason for doing so is that the party prepared this Agreement or caused it to be prepared.

2. ETHICAL STANDARDS

- 2.1 During the Hunting Trip, the Outfitter and the Client agree to:
- 2.1.1 use hunting equipment of calibre and/or power adequate to ensure quick and clean kills;
 - 2.1.2 have due regard to the welfare of the animals hunted and prevention of cruelty to those animals;
 - 2.1.3 avoid unnecessary or deliberate damage to the environment; and
 - 2.1.4 respect property and other users of the outdoors.
- 2.2 The Client covenants that he or she will remain cognisant of the limits of his or her hunting equipment, his or her shooting ability and will always try for a quick clean kill.

3. OUTFITTER ACTING AS AGENT

- 3.1 In this Agreement, the Client acknowledges that the Outfitter may supply the Services, or it may act as agent for the Client in arranging all or some of the Services.
- 3.2 If the Outfitter is acting as agent for the Client:
- 3.2.1 the Outfitter will arrange, on behalf of the Client for the Services to be provided to the Client by a third party supplier; and
 - 3.2.2 the Outfitter will not be liable for any act and/or omission of that third party supplier.

4. DEPOSIT AND BOOKING CONFIRMATION

- 4.1 No booking for a Hunting Trip is confirmed until the Client has paid the Deposit.
- 4.2 The Deposit is payable by the Client to the Outfitter within 21 days of receipt of the invoice or other document requesting payment.
- 4.3 The Deposit is non-refundable, however, if the Client postpones the Hunting Trip under clause 13, the Deposit may be transferred to another date with the agreement of both parties.
- 4.4 The Client will advise the Outfitter in writing at the time of requesting a booking of any special requests, needs or facilities required by the Client during the Hunting Trip. The costs of complying with any additional requirements will be borne by the Client and added to the Fee.

5. PROVISION OF SERVICES

- 5.1 Unless otherwise agreed between the parties, the Outfitter reserves the right to run multiple hunts alongside each other.
- 5.2 In consideration of the payment of the Fee, the Outfitter will supply or arrange the supply of Services to the Client in accordance with the provisions of this Agreement.
- 5.3 Any Services which the Client wants the Outfitter to provide must be recorded in the Services and Fee Schedule or otherwise agreed by the parties in writing at least 25 Working Days prior to the commencement of the Hunting Trip (or such shorter period as the Outfitter may agree).
- 5.4 Notwithstanding clause 5.3, any Services requested by the Client and provided by the Outfitter and not detailed in the Services and Fee Schedule will be incorporated into the Fee and paid for by the Client.

6. CLIENT OBLIGATIONS

- 6.1 The Client:
- 6.1.1 must be medically fit, in good health and able to embark upon the Hunting Trip. If the Client has any pre-existing medical condition or illness, the Client must notify the Outfitter of this at the time the booking is made. The Outfitter may require the Client to provide a medical certificate to confirm the Client is fit to travel and participate in the Hunting Trip;
 - 6.1.2 must ensure that his or her passport, visa and other travel documents are valid;
 - 6.1.3 is responsible for arranging adequate insurance cover to ensure that he or she carries comprehensive travel and medical insurance cover for the duration of the Hunting Trip;

- 6.1.4 must, if the Client is bringing their own firearm for use on the Hunting Trip, obtain all necessary licenses, permits and consents required by law for the importation and use of the firearm for the purposes of the Hunting Trip, at the Client's expense. The Client will provide the Outfitter with copies of these documents not less than 10 Working Days before commencement of the Hunting Trip; and
- 6.1.5 must be aware of firearm safety and in particular, have knowledge of the Arms Code issued from time to time by the New Zealand Police.
- 6.2 During the Hunting Trip the Client must:
- 6.2.1 comply with all applicable laws (including all firearms legislation and the Wild Animal Control Act 1977), regulations, bylaws and rules of conduct (including the Arms Code) and any reasonable directions of the Outfitter and will not do or omit to do anything that may cause the Client or Outfitter to be in breach of any of the Client's or Outfitter's obligations under this Agreement or otherwise at law;
- 6.2.2 take all steps reasonably required of the Client by the Outfitter to comply with the requirements of and preserve the continuity of all licenses held either by the Client or the Outfitter as required for the Hunting Trip; and
- 6.2.3 ensure that all reasonable care is taken in the use of any equipment that the Outfitter has supplied to the Client, so that, with the exception of fair wear and tear, the equipment will be left in the same condition upon completion of the Hunting Trip, as it was at the commencement.

7. FEES AND PAYMENT

- 7.1 The Client will pay the Outfitter the Fee including any third party fees or costs incurred by the Outfitter for the provision of Services in accordance with this clause 7.
- 7.2 The Fee may increase or decrease (even after acceptance by the Client) including in the event of any adverse currency fluctuations, changes in government or statutory levies or changes in the price of third party suppliers, such as providers of accommodation and transportation.
- 7.3 Changes to the scope of Services may impact the Fee. For example, upgrading or adding on during the course of the Hunting Trip.
- 7.4 By shooting an animal during the Hunting Trip, the Client agrees to pay the Outfitter the relevant Fee for that animal whether or not this was included in the services and fee schedule at clause 5.3.
- 7.5 The Provider will invoice the Client the Fee (less the Deposit) at the end of the Hunting Trip.
- 7.6 All amounts due under this Agreement must be paid in full without set off or deduction and are to be paid into the Outfitter's nominated bank account in cleared funds or as otherwise agreed between the parties. Administration fees and charges (including credit card fees and bank charges) may apply. The Outfitter does not accept personal cheques, cashiers cheques or foreign cheques as the NZ Banking system no longer accepts these.
- 7.7 The Client must pay all amounts due under this Agreement at the end of the Hunting Trip. If any amount payable is in dispute, the Client must still pay the undisputed amount in accordance with this clause 7.7.
- 7.8 The Client will provide the Outfitter with proof of payment upon request by the Outfitter.
- 7.9 Without prejudice to any right of termination in respect of any payment which has become due and remains unpaid, the Outfitter reserves the right to charge (and the Client must pay) interest at the Default Interest Rate for late payments. Interest will be calculated daily from the due date until the date the Outfitter receives payment in full of those amounts, provided that the Outfitter may not charge interest on any amount payable that is genuinely in dispute.
- 7.10 The Client indemnifies the Outfitter for all costs and expenses (including debt collection fees and legal fees) which the Outfitter incurs seeking to recover any overdue amount from the Client.

8. GST AND GOVERNMENT LEVIES

- 8.1 Unless otherwise stated all amounts payable under or in connection with this Agreement include GST.
- 8.2 A portion of the Trophy Fee does not include GST if the Outfitter (or the Outfitter's agent) has agreed, as part of the Services, to supply and export (including entering for export) the expedited or mounted Trophy or Trophy parts to the Client.
- 8.3 If the Outfitter (or the Outfitter's agent) has agreed, as part of the Services, to supply and export an expedited or mounted Trophy or Trophy parts to the Client, but for whatever reason, the Outfitter (or the Outfitter's agent) does not export the Trophy or Trophy parts, then the Fee payable for the Trophy will be increased by the applicable GST amount to reflect the GST that will be payable on that supply.
- 8.4 If GST is payable by the Outfitter on a supply that is made under or in connection with this Agreement, then the Client must also pay the Outfitter (at the same time as the GST exclusive consideration for the supply), the applicable GST amount (being an amount equal to the GST exclusive consideration multiplied by the prevailing rate of GST) provided that the Outfitter has provided the Client with a tax invoice.
- 8.5 The Outfitter must provide the Client with a GST tax invoice in relation to a supply that is subject to GST in accordance with clause 8.4.
- 8.6 If GST becomes payable on any supply made by the Outfitter under or in connection with this Agreement after the Client has paid for that supply:
- 8.6.1 the Client must pay an additional amount to the Outfitter equal to the amount of the GST payment on that supply (**Additional GST Amount**);
- 8.6.2 the Client's obligation to pay any Additional GST Amount is subject to the Outfitter first providing the Client with a tax invoice for that supply; and
- 8.6.3 the Client will pay the Additional GST Amount to the Outfitter within five Working Days of the date of the tax invoice or as otherwise agreed between the parties.
- 8.7 The Outfitter agrees to provide the Client with any information reasonably requested by the Client in relation to the amount of GST chargeable in accordance with this Agreement and payable by the Client to the Outfitter.
- 8.8 The Client is responsible for any government levies incurred by the Outfitter as part of the supply of Services.
- 8.9 In this clause 8, the terms "consideration", "supply" and "tax invoice" have the meanings set out in the Goods and Services Tax Act 1985.

9. TROPHIES

- 9.1 Trophies are in "as is" condition and are payable for in full regardless of damage whether before or after harvest. For example, a broken horn/antler or goring.
- 9.2 The Outfitter makes no representations (express or implied) or guarantees in relation to the success or rate of success whatsoever in the hunting of any Trophy or Trophies.
- 9.3 Subject to the agreement of the Outfitter, if the Client does not shoot and kill the Trophy, the Client may not be required to pay for the Trophy or may only be required to pay for a proportion of the Trophy Fee.
- 9.4 The Client must still pay for a wounded and unrecovered Trophy.
- 9.5 The Client acknowledges and agrees that the Trophy will remain in the custody and control of the Outfitter (or the Outfitter's agent) from the time it is killed until the time it is entered for export by the Outfitter (or the Outfitter's agent).

10. PERSONAL PROPERTY SECURITIES ACT 1999 (PPSA)

- 10.1 This Agreement constitutes a security interest in:
- 10.1.1 all of the Client's present and after acquired personal property that the Client is provided with under this Agreement; and
- 10.1.2 all of the Client's present and after acquired Trophies, for the purposes of the PPSA in security for payment of monies due to the Outfitter under this Agreement.
- 10.2 The Outfitter may register or perfect the security interest recognised under clause 10.1 in any means possible in the jurisdiction of the Client (and any other jurisdiction the Outfitter deems necessary or desirable) to ensure that the Outfitter has an enforceable security interest against the Client for all amounts due under this Agreement, including any future amounts.
- 10.3 The Client agrees to promptly execute and deliver to the Outfitter all assignments, transfers and other agreements and documents and do anything else which the Outfitter may deem appropriate to ensure that the Outfitter's security interest is enforceable, perfected and otherwise effective, or give any notification in connection with the security interest to obtain the priority required by the Outfitter and enable the Outfitter to exercise its related rights, or register (and renew registration for) a financing statement for a security interest in favour of the Outfitter.
- 10.4 Everything the Client is required to do or the Outfitter is permitted to do under clause 10.3 above is at the Client's expense. The Client agrees to pay or reimburse the Outfitter for any or all of those costs.
- 10.5 To the extent that Part 9 of the PPSA applies:
- 10.5.1 the Client agrees that the provisions of sections 114(1)(a), 120, 122, 133 and 134 of the PPSA which are for the Client's benefit, or any provisions which place any obligations on the Outfitter in the Client's favour, shall not apply; and where the Outfitter has rights in addition to those in Part 9 of the PPSA, those rights shall continue to apply; and
- 10.5.2 without limiting anything in the previous paragraph, the Client hereby waives its rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA, and its rights to receive a copy of a verification statement under section 148 of the PPSA in respect of any financing statement or financing change statement registered by the Outfitter.

11. PHOTOGRAPHIC MATERIAL

- 11.1 The Client consents to the Outfitter:
- 11.1.1 taking photographs, films and videos (including in electronic format) of the Client during the Hunting Trip; and
- 11.1.2 using such photographic, film and video material for the purpose of marketing or in any promotional material including on the Outfitter's website or social media.

12. HEALTH AND SAFETY

- 12.1 The Outfitter must ensure, as far as reasonably practicable during the Hunting Trip:
- 12.1.1 that the Outfitter will comply with its obligations as a Person Conducting a Business or Undertaking (PCBU) under the Health and Safety at Work Act 2015, and any subsequent amendments to that legislation, as well as its associated regulations, guidelines, codes of practice and factsheets;
- 12.1.2 that it will consult, co-operate with, and co-ordinate activities with all other PCBU's who have a duty in relation to the same matter;
- 12.1.3 that anything arising from the Hunting Trip is without risks to the health and safety of any person (by eliminating or minimising known risks), insofar as the Outfitter has the ability to influence or control the matter to which the risks relate; and
- 12.1.4 to consult, co-operate and coordinate with the Client regarding known hazards and risk management.
- 12.2 The Client must ensure, as far as reasonably practicable during the Hunting Trip that he/she:
- 12.2.1 takes reasonable care of his/her own health and safety during the Hunting Trip;

- 12.2.2 takes reasonable care that his/her acts and or omissions do not adversely affect the health and safety of others during the Hunting Trip;
 - 12.2.3 to consult, co-operate and coordinate with the Outfitter in relation to any known hazards and risk management;
 - 12.2.4 to comply with any reasonable instruction in relation to health and safety by the Outfitter; and
 - 12.2.5 to comply with the health and safety policy of the Outfitter and that of any third party supplier contracted to supply the Client with Services at all times during the Hunting Trip.
- 12.3 The Client will immediately notify the Outfitter of any hazards which the Client observes or becomes aware of during the Hunting Trip. The Client must also immediately notify the Outfitter of any incident or accident it becomes aware of during the Hunting Trip involving any of the Outfitter's employees or contractors and the Client will provide the Outfitter with such assistance as may be necessary to conduct any incident or accident investigation.
- 12.4 The Outfitter reserves the right to withdraw any person from the Hunting Trip who in the Outfitter's opinion is likely to endanger themselves or others.

13. POSTPONEMENT AND CANCELLATION

- 13.1 If the Client wishes to cancel the Hunting Trip or postpone the date on which the Hunting Trip is to be held and/or alter or reduce the length of the Hunting Trip, then unless agreed otherwise between the parties, the provisions set out in clauses 13.2 to 13.5 of this Agreement will apply.
- 13.2 The Client must advise the Outfitter in writing of any postponement, alteration or cancellation of the Hunting Trip.
- 13.3 If the Client postpones the Hunting Trip, the Outfitter may reschedule the Hunting Trip to another date within that hunting season.
- 13.4 If the Client cancels the Hunting Trip, the Outfitter will retain the Deposit.
- 13.5 The Outfitter may cancel the Hunting Trip and terminate this Agreement in accordance with clause 14 if:
- 13.5.1 the Client postpones the Hunting Trip under clause 13.3 and the Outfitter does not reschedule the Hunting Trip;
 - 13.5.2 the Outfitter considers that the Hunting Trip or the Client will, or might contravene any statute, order, regulation, rule of law or any other requirement of a public or local authority;
 - 13.5.3 the Outfitter reasonably considers that the behaviour of the Client is such that it would lead to danger or injury to any person or material damage to any property;
 - 13.5.4 if the Outfitter becomes concerned for any reason as to the Client's safety or that of any others on the Hunting Trip;
 - 13.5.5 if the Client falls ill or suffers an injury during the Hunting Trip;
 - 13.5.6 the weather is such that the Outfitter determines it would be unsafe to commence the Hunting Trip; or
 - 13.5.7 the Client has been refused entry into New Zealand.
- 13.6 If the Hunting Trip is cancelled by the Outfitter in accordance with clause 13.5, unless agreed otherwise between the parties, the Outfitter will be entitled to retain the Deposit and any other amounts paid or due and payable as at the cancellation date in accordance with this Agreement.

14. TERMINATION

- 14.1 The Outfitter may at any time terminate this Agreement by notice in writing to the Client with immediate effect, in any of the following circumstances:
- 14.1.1 if the Client is in default in the observance or performance of any of its obligations under this Agreement and such default is not remedied within a reasonable time (as determined by the Outfitter acting reasonably taking into account the circumstances) from the date the Outfitter has notified the default and requested the Client to remedy such default;
 - 14.1.2 if the Client fails to pay any sum of money payable to the Outfitter pursuant to this Agreement, on the due date for payment and does not rectify the default within five Working Days of receiving a demand for payment; or

- 14.1.3a matter contemplated by clause 13.5 applies.
- 14.2 Upon termination under clause 14.1, the Client will:
- 14.2.1 immediately deliver to the Outfitter all property belonging to the Outfitter; and
- 14.2.2 have no entitlement to claim compensation or damages from the Outfitter on account of any inconvenience or loss to the Client as a result of termination.
- 14.3 Termination under clause 14.1 shall be without prejudice to the Outfitter's right to recover the Fee and any other money payable by the Client under this Agreement and the rights of either party against the other in respect of an earlier breach of any of the provisions contained or implied in this Agreement.

15. INDEMNITY AND LIABILITY

- 15.1 The Client will indemnify and keep indemnified the Outfitter against all costs, claims, losses, damages, expenses and liabilities of any nature, including consequential loss (including loss of profits) which the Outfitter may suffer or incur or for which the Outfitter may become liable as a result of or in connection with the supply of the Services, unless such cost, claim, loss, damage, expense or liability is directly and solely attributable to the negligence of the Outfitter.
- 15.2 The Client agrees to indemnify the Outfitter on demand and undertakes to keep the Outfitter at all times fully and effectively indemnified from and against any GST to the extent that the GST relates to the Services provided by the Outfitter under this Agreement.
- 15.3 The extent of the Outfitter's liability to the Client under this Agreement (collectively) for any loss, damage, claim or expense (whether due to the Outfitter's negligence or otherwise) is limited in aggregate to the amount of the Fee less the part of the Fee attributable to the Trophy (if any).
- 15.4 The Client acknowledges that the Hunting Trip involves risks and dangers which are inherent to hunting and wilderness travel, including, but not limited to hazards of:
- 15.4.1 travelling by motorised vehicles, by helicopter or fixed wing aircraft, boats, and on foot in mountainous terrain;
- 15.4.2 carrying and being in possession of firearms and ammunition;
- 15.4.3 being and travelling in remote wilderness areas;
- 15.4.4 hazards arising from accidents, acts of god, illness and forces of nature; and
- accepts and assumes all risks of personal injury or death or loss or damage to property whilst participating in the Hunting Trip.
- 15.5 The Client releases to the full extent permitted by law, the Outfitter from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage, theft or loss of any property or injury occurring to any person or property during the Hunting Trip or in travelling to or from the Hunting Trip

16. DISPUTE RESOLUTION

- 16.1 If a dispute arises out of or relating to the Agreement (including any dispute as to the validity, breach or termination of it) a party to the Agreement may not commence any Court or arbitration proceedings relating to the dispute unless the party has complied with this clause, the only exception being where a party seeks urgent injunctive relief.
- 16.2 A party to the Agreement claiming that a dispute has arisen under or in relation to the Agreement (**Dispute**) must give written notice to the other party to the Agreement specifying the nature of the Dispute.
- 16.3 On receipt of that notice by the other party, the parties to the Agreement must endeavour in good faith to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed by them.
- 16.4 If the parties do not agree within five Working Days of receipt of the notice (or any further period as is agreed in writing by them) as to:
- 16.4.1 the dispute resolution technique and procedure to be adopted;
- 16.4.2 the timetable for all steps in those procedures; and
- 16.4.3 the selection and compensation of the independent person required,

then the parties must mediate the Dispute using the services of a mediator nominated by the President for the time being of the New Zealand Law Society and the remuneration and expenses of the mediation will be borne equally by the parties.

17. **FORCE MAJEURE**

- 17.1 In the event that the Outfitter or the Client is unable to perform or discharge their respective obligations under this Agreement by reason of any adverse weather, Ministry for Primary Industries notice pertaining to animal health, fire, flood, earthquake or similar catastrophic event, outbreak of state of emergency, Act of God, an act of terrorism, war or warlike hostilities, an Act of Parliament, regulation or direction, Public Health orders or any strike or industrial action or epidemic (together **Force Majeure Event**) which is beyond the reasonable control of the party affected, then the parties' respective rights and obligations shall be excused and each of the parties shall be relieved of their respective obligations during the Force Majeure Event, provided always that the dates for the Hunting Trip shall not be varied or extended as a result of such Force Majeure Event, except with the written agreement of both parties.
- 17.2 A Force Majeure Event does not include any event which the party affected could have prevented or overcome by exercising a reasonable standard of care or which resulted from a lack of funds for any reason.
- 17.3 A Force Majeure Event will not excuse an obligation to pay any money or Fee due under this Agreement.

18. **PERSONAL INFORMATION**

- 18.1 Where the Outfitter collects any personal information in relation to the Client, the Client authorises the:
- 18.1.1 collection of such personal information;
 - 18.1.2 use of such personal information for the purposes of enabling the Client to partake in the Hunting Trip;
 - 18.1.3 disclosure of the personal information to any New Zealand Government agency as may be required by law; and
 - 18.1.4 disclosure of the personal information to such third parties as is necessary for the purposes of enabling the Outfitter to administer and manage the Hunting Trip for the Client and in connection with the provision of the Services, including but not limited to recovery of any monies owed by the Client or costs incurred by the Outfitter.
- 18.2 If the Client has consented in writing to receive contact from future prospective clients of the Outfitter who are seeking a reference/testimonial of their experiences hunting with the Outfitter, the Client authorises the Outfitter to disclose their contact details to the future prospective clients.

19. **NOTICES**

Any notice under this Agreement between the parties must be made in writing and may be personally delivered, posted or emailed to the addresses set out in the Specific Terms or to such other addresses as agreed between the parties from time to time.

20. GENERAL

- 20.1 No waiver or any breach, or failure to enforce any provision of this Agreement at any time by either party shall in any way effect, limit or waive such party's right to enforce and compel strict compliance with the provisions of this Agreement.
- 20.2 If at any time any part of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason whatsoever, that term will be enforced to the maximum extent permissible so as to effect the parties' intent, and the remainder of the Agreement will continue in full force and effect.
- 20.3 Nothing contained in this Agreement shall be construed as creating an employment relationship, a partnership, an agency (except in so far as it is explicitly stated to do so) or a joint venture between the parties. Neither party shall have authority to make any statements, representations or commitments, or to take any action binding the other except as provided in this Agreement or as authorised in writing by the other.
- 20.4 Neither party may assign or transfer any of its rights or obligations under or in connection with this Agreement to any third party without the prior written consent of the other party.
- 20.5 The Outfitter reserves the right to sub-contract any part of its rights or obligations under this Agreement to any other party or person without the Client's consent.
- 20.6 Any variations to this Agreement must be agreed in writing between the parties.
- 20.7 The Outfitter may amend these General Terms from time to time by giving the Client notice in writing of such amendments.
- 20.8 The Client will pay all costs and expenses (including legal fees) incurred by the Outfitter in exercising any of its rights under this Agreement on a full indemnity basis.
- 20.9 This Agreement contains the entire understanding and arrangement between the Outfitter and the Client, and supersedes all prior agreements between the parties regarding the subject matter of this Agreement.
- 20.10 The laws of New Zealand shall govern this Agreement and both parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.

MEDICAL QUESTIONNAIRE:

APPENDIX C

Are you taking any medication on a regular or occasional basis?

Yes No

If 'yes' please specify

Are you allergic to any agents, drugs or substances?

Yes No

If 'yes' please specify

Do you have or have you had asthma?

No Rarely Often

Are you or may you be pregnant?

Yes No

Have you had any neck, back, bone or joint problems?

Yes No

Do you or have you experienced any form of fits, fainting, turns, epilepsy or convulsion?

No Rarely Often

Are there any other ongoing medical conditions?

Yes No

Dietary requirements:
