



Terms & Conditions

1. Hunting Trip Agreement

1.1. These General Terms of Agreement apply to all trips and other events organised by BUFFALO TRAILS PO BOX BW 1859, Borrowdale, Brooke, Zimbabwe

BUFFALO TRAILS is a registered company in Zimbabwe with its domicile in Harare.

The undersigned confirms with his/her signature that he/she agrees to all the terms and conditions set forth herein.

1.2 In addition, and subsidiary to the General Terms of Agreement, the Austrian General Travel Terms (ARB 1992) shall apply. The undersigned recognizes that the hunting trips offered are trips involving particular risks as defined in Section B.4. of the ARB 1992.

2. Conclusion of the Agreement

2.1 The Agreement is concluded following the written confirmation of the Client's reservation by BUFFALO TRAILS and due payment of the deposit by the Client.

2.2 If a group booking is made for a party of hunters, the Client shall be responsible for all costs arising from the fact that one or several members of the group do not participate in the trip.

3. Payment

3.1 Unless otherwise agreed, a 50% deposit of the price is due no later than 14 days after the booking has been made. Payment of the outstanding balance is due no later than 14 days before the departure date.

4. Cancellation of the trip by the Client

4.1 If the Client cancels the trip, the following cancellation charges apply:

4.2 If the trip is cancelled less than 60 days but more than 30 days prior to the arrival date, 50% of the price are forfeited.

4.3 If the trip is cancelled 30 days or less prior to the arrival date, the Client shall forfeit the entire price of the trip.

5. Changes before departure

5.1 BUFFALO TRAILS reserves the right to change the Agreement and Brochure Details before the Agreement is concluded if there are major, justifiable, and non-foreseeable reasons necessitating such changes. The Client will of course be notified of all such changes.

6. Price change

6.1 If the departure date is more than 4 months after the conclusion of the Agreement, BUFFALO TRAILS reserves the right to change the price of the trip to pay for increased transport costs, charges or taxes such as extra airport taxes and charges, or changing exchanging rates.

7. Air travel

7.1 The provisions of the Civil Aviation Act and the Warsaw Convention shall apply to all transportation involving air travel, which limits the carrier's liability for bodily injury or death and the loss of and damage to luggage.

8. Assumption of risk

8.1 The Client acknowledges that hunting in the country of destination may expose him to increased risks. The Client acknowledges that these activities can endanger his own physical integrity or that of third persons.

8.2 The Client represents that he or she is in good health and physical shape.

8.3 BUFFALO TRAILS cannot guarantee total protection from exposure to risks.

The Client recognizes that the trips offered are trips to countries with poorly developed infrastructure. BUFFALO TRAILS cannot guarantee that medical care will be available. In case of accidents, BUFFALO TRAILS is not in a position to provide an emergency rescue service.

8.4 Any expenses which might arise as a result of damage or injury due to attacks by animals and damage or injury from accidents in rugged terrain shall be borne by the Client.



8.5 BUFFALO TRAILS and all individuals and organisations hired to perform the Agreement will be liable only if found to have been grossly negligent or acted with intent. There will be no compensation for solely pecuniary damages.

8.6 All participants must follow the instructions of hired guides and other expert staff. In case the Client refuses to follow the instructions of hired staff or causes security risks, the client may be excluded from the trip with no recourse to any refund.

9. No guarantee for killing game

9.1 BUFFALO TRAILS does not guarantee a kill. BUFFALO TRAILS will, however, do everything in its power to ensure that the Client will obtain a licence to shoot the game species specified in the Agreement. Any differing arrangements shall be agreed in writing. The Client shall recognize local hunting rules and regulations, including those concerning the assessment of trophies.

9.2 The Client is fully responsible for his/her shot. When the guide gives the permission to shoot, this only means that the Client is allowed to shoot the game. The decision whether or not the Client then wants to shoot this particular animal is the responsibility of the Client. The Client is also responsible for all consequences of his or her actions, including missed shots, wounding the game and the size of the trophy, and for any personal injury or damage to property his or her shot may cause.

9.3 If the customer wounds the game, the game is deemed killed, irrespective of whether or not the game or the trophy is found. Failure to recover the game or trophy does not entitle the client to a refund of the licence fee; wounding the game entails that the hunting licence has been invalidated. Should BUFFALO TRAILS have further licences for the same game species, the Client can purchase another licence.

10. EU Firearms Pass

10.1 To import and export guns, all EU citizens have to be in possession of an EU firearms pass. The Client has to ensure that he or she is in possession of a valid EU firearms pass before departure and that the gun he or she wishes to take with him/her is entered in the pass.

11. Guns and Weapons transport

11.1 The Client acknowledges that he will not be entitled to a partial refund or cancellation of the trip if the Client's own gun is not available at the destination, provided BUFFALO TRAILS makes available a gun to the Client within a reasonable period of three days.

11.2 As part of its service provision, BUFFALO TRAILS will do its utmost to obtain the necessary documents for the Client that are necessary for travelling to the country of destination. While BUFFALO TRAILS undertakes to exercise due diligence it cannot guarantee that all documents can be obtained.

12 Ownership of skin and meat of killed game

12.1. Unless otherwise agreed, the Client does not acquire ownership of the meat of the killed game. The Client is entitled to keep the skin if it is necessary for the preparation of the trophy.

13 Import of the trophy, CITES

13.1 BUFFALO TRAILS shall not be held responsible if the export of the Client's trophies to his/her home country is not possible. This applies in particular to endangered species under the Convention on International Trade in Endangered Species of Wild Fauna and Flora. For information on which species are protected under CITES see www.cites.org.

13.2 BUFFALO TRAILS shall not be held responsible if the import of the Client's trophies into the home country is not possible. It is the responsibility of the Client to obtain all veterinary certificates and to ensure that the trophies are in a state that permits their legal import in particular through the preparation of the skin and the trophy.

13.3 BUFFALO TRAILS shall not be held responsible for trophies once they have been delivered to the taxidermist/shipping agent. We highly advise clients to take out insurance on their trophies to the FULL value of the hunt.

14 Vaccinations/Health protection

14.1 The Client agrees to have certificates of vaccination and other preventive or protective medication necessary for travelling to the destinations of the trip. Information on the necessary vaccinations and medication is available at www.tropeninstitut.at or from the Client's GP.

14.2 The Client must report serious illnesses or health problems to BUFFALO TRAILS before departure to the destination.

15. Passport, visa and health regulations

15.1 The responsibility for securing all travel documents and visas necessary for the trip will be that of the Client.



16 Insurance

16.1 BUFFALO TRAILS recommends that Clients take out sufficient personal travel insurance to cover repatriation costs in the event of an accident or health problems, as well as baggage insurance

17 Competent Court

17.1 All disputes arising from this contractual relationship shall be subject to the jurisdiction of the competent courts in Graz (BG-Graz-Ost/LG-ZRS-Graz).

18 Applicable Law

The laws of the Federal Republic of Austria shall apply to all legal relations arising in connection with this contractual relationship.

19 Replacement of the Client by another individual

19.1 Another individual will be allowed to take the Client's place provided the replacing individual meets all the prerequisites for participation in the trip. Such a replacement can be organised in two ways:

19.2 Transfer of rights

The Client continues to be bound by terms of the Travel Agreement if he or she transfers all or some of the rights arising from this Agreement to a third person. If additional costs arise from this change, the Client will be responsible for paying them.

19.3 Transfer of the trip

If the Client is prevented from travelling, the Client can transfer the Agreement to another individual. The Client shall notify BUFFALO TRAILS of this transfer either directly or through an intermediary no later than two weeks prior to the departure date. The Client transferring the Agreement and the person assuming the Agreement will be jointly and severally responsible for settling any outstanding payments not yet received by BUFFALO TRAILS at the time the transfer is made as well as for paying all additional costs arising from the transfer.

20 Hunting licence and Hunting liability insurance

20.1 The Client acknowledges that, if he or she has not obtained a hunting licence in his or her home country or if hunters in his or her home country are not required to have a valid hunting licence, he or she will still be allowed to hunt in the country of destination unless otherwise foreseen in the destination country's laws and regulations, but will be responsible for the correct use of the gun. BUFFALO TRAILS strongly recommends that the Client takes out appropriate liability insurance.

20.2 BUFFALO TRAILS does not procure insurance for the Client. The Client is responsible for taking out sufficient insurance. The Client is also warned that liability insurance cover provided in connection with a hunting licence in the home country does not give international insurance cover. BUFFALO TRAILS therefore recommends that additional liability insurance cover be purchased for abroad.

20.3 BUFFALO TRAILS shall not be held liable for any damage caused by the Client during the trip.

Client Signature

Date