



Stu-e & Judy Rees  
1 Belmont Place  
Gore, 9710  
New Zealand  
p/f: (643) 208 9765  
e: asjtrophyhunting@woosh.co.nz

## Rules of Hunting Contract

Daily Rates: include.

- Transport to and from Queenstown, Dunedin or Invercargill airport and ground transport while hunting. (Our preference is to have hunters fly into Queenstown as there is a direct flight from Auckland where most hunters arrive in New Zealand. There is also a direct flight from Christchurch to Queenstown which makes it easier and less tiring for incoming hunters. ASJTH meet the direct flights into Queenstown from either Auckland and Christchurch and drive direct to their Lodge at Argyle Station.)
- Personal professional hunter / guide and his/her fully equipped vehicle. (We use Polaris Six wheel machines and SUV vehicles on the station and have 60km road/tracks we can drive on to get hunters into position for their hunt.)
- Accommodation and meals in a fully staffed camp.(Our accommodation is in a large well appointed, spacious farmhouse / Lodge which has 6 bedrooms and very good facilities for hunters. The meals are all home cooked meals and the usual New Zealand Fare. Clients who have special needs are catered to, on request, but we provide two and three course meals where clients are able to taste or partake of local and seasonal cuisine.)
- Daily laundry service when at the 'Lodge'.(Clients have the opportunity to have washing done on request and we are most diligent in ensuring clients leave with all their personal gear and clothing clean and in a state acceptable for importing back to their own county, this includes boots worn during the hunt.)
- A limited range of beverages. (ASJTH provides wine with the meals as well as some local beer.)
- Your guide will estimate the score of your trophy before a shot is taken. (It is then the decision of the client to harvest the animal. The guides estimate is binding. Where a guide's estimate is less than actual score, the client pays only the price of the guides estimate. Where an animal scores less than the guides estimate, the trophy fee will be reduced to the fee applicable to the trophy harvested. Where a dispute arises, the opinion of an independent Master Measurer will be sought.)
- Field preparation of trophies, and transport of client's trophies to the expeditor. (ASJTH skin out the trophy to the specifications of the client and prepare the trophy for sending to the expeditor. We also take care of the meat and carcass. We freeze the skins to ensure they are kept in a well preserved state for work on by the expeditor. The Skin(s) and head are sent via local transport to the expeditor as soon after the hunt as practicable.)
- Use of a firearm if that is the hunter's choice. (Because of the weight restrictions imposed by airlines and hunters need for heavy gear for hunting, we at ASJTH offer client hunters the use of our own firearms while hunting with us . We have a variety of firearms hunters can choose to use and one of the first chores on arrival is a hunter sights in their chosen firearm to their preference to ensure they are comfortable with that firearm. If they are not they can choose to try another. Ammunition costs will be added to the final account)

## **Not included:**

- International and local airfares, airport taxes and any use of helicopters. (Helicopters can be used to access many of the scenic areas of New Zealand. If clients choose to take part in one of these flights ASJTH can arrange this, but do not meet the cost. Also when helicopters are used for hunting which happens with Tahr and Chamois hunts the cost is also on the client.)
- Local air / helicopter charters, requested by the client. (Client's request the use of charter aircraft at their own cost.)
- Accommodation and meals before and after the hunt. (If a client and their group choose tour before or follow up their hunt with private touring in New Zealand to see some of the country that is at their own cost. If clients fly in a day early from their designated pickup day the accommodation cost is theirs but they will be picked up from their chosen accommodation.)
- Expediting, taxidermy and shipping costs of trophy(s). (For trophies to leave New Zealand and be imported into another country there are requirements for their preparation and packaging. Also to save the GST tax which is 12½% of the total cost of the trophy fee, ASJTH recommend and have the access to use an expediter to prepare and package the trophy which are then delivered by them to an accredited shipper to prepare documentation and to ship to the accredited US receivers and then to clients. They endeavour to do this within 4 weeks of receiving the trophies. ASJTH provide clients with detailed information from the expediter and shipper and clients are encouraged to make direct email contact with them to ensure all details are correct for expediting and shipping as well as making arrangements for payment for the services they provide)
- Telephone / fax costs. (These can be paid when final account is presented and charges will be at the rate charged to us by the providers)
- Costs or fees associated with bringing a firearm into New Zealand. (There is a licence fee payable at the New Zealand Police depot in the Customs part of the airport. On arrival in New Zealand clients are asked to take the necessary form, plus their firearm to the police. After they check the details on the form are correct and payment of NZ\$25.00. client's will obtain a firearms permit for their stay in New Zealand.)
- Ammunition. (Hunters using Rifles provided by ASJTH will have the ammunition supplied to them by ASJTH. A charge will be made for the rounds fired as this can sometimes be a hefty amount.)
- Changes of itinerary or other travel details requested by the client. (We are more than happy to assist in changing your travel arrangements, clients have the option of using the internet to do so themselves, or we can contact a travel consultant we use to make the changes. All costs involved are at the client's expense.)
- Passports and visa expenses or excess baggage charges. (Client's need to check whether or not they require a visa to travel to New Zealand.)
- Gratuities. ( Hunters as a rule choose what they choose as appropriate for gratuities.)

## **Insurance:**

- ASJTH recommend that you have insurance to cover every eventuality, including hunt cancellation, travel, medical and accident insurance. NZ Govt's ACC scheme has very limited coverage for accidents and rehabilitation assistance (this may change). NZ laws eliminate the possibility of clients instigating claims against ASJTH. ASJTH does not carry any insurance that insures you and your property.
- Deposits are non-refundable but can be transferred to another date/year with the agreement of both parties.
- Hunters are asked to bring all their personal medication with them, and be in reasonable physical condition. Should clients fall ill, ASJTH will make all reasonable effort to ensure prompt access to medical help. All costs of special transport and treatment will be at the hunter/ client's expense.

## **Terms of business**

- All prices quoted in \$USD (United States Dollars)
- To reserve dates for hunting with ASJTH, a deposit of 1/3 of the total hunt cost to be paid when contract signed, confirming your hunt dates. The remainder of the hunt cost to be paid 60 days prior to your hunt, commencing. Because of the high cost of some particular game animals, a larger deposit may be required. In these circumstances, deposits will be discussed with the client at time of booking. (ASJTH will provide you with details for a bank transfer to assist in easy and speedy payment and ensure your payment is cleared through the banks in the required time. Clients choosing to hunt super gold medal animals will be asked to pay a larger deposit to ensure animals are available and cancellation for these animals will also incur a higher penalty.)
- Your guide will make an estimate of trophy score and it is then the client's decision to take it. The guides estimate is binding and payment is on that estimate but if the score is less, payment will be on the lower score value. Should there be a dispute on score, an independent Master Measurers score will be sought at the client's expense, if any.
- Trophy fees on additional animals taken and tour/ non hunter costs are payable at the conclusion of the hunt/ tour. Clients who choose to add animals to their hunt informed by their guide of the value prior to taking. The cost of any additional animals is to be paid prior to leaving the camp, in cash or by traveller's checks.
- If you cancel your hunt before Nov. 1 on the year prior to hunting, your deposit will be 100% credited toward a future hunt of the same contracted value. If you cancel after Nov 1 an immediate 50% loss of deposit will occur. The remaining 50% may be credited toward the contracted hunt the following year in dates allocated by ASJTH, if there has been a price increase in the following year, this will be passed onto the client. This cancellation policy applies to all hunts unless the hunter has nominated to hunt a Super Gold Medal Stag and then the % will be 60% loss and 40% transferred.
- ASJTH reserves the right to either cancel the Hunt/Safari or adjust the price of the Hunt/Safari, if, for unforeseen circumstances, the currency of booking fluctuates by more than 15% against the NZD\$ from the time of booking to the time for payment.

## **Photographs:**

- All photographs taken by the ASJTH guide(s) or staff remain the property of ASJTH Trophy Hunting Ltd. Photos taken on a hunt may be used in any of ASJTH advertising material. If a copy is given to a hunter it cannot be sold or used by the hunter for pecuniary gains.

## **Trophy Fees:**

- Trophy fees will be paid on any animals wounded or lost.

## **Romalpa Clause:**

- Any trophies supplied by ASJTH remain the property of ASJTH until such time as all money owed to ASJTH and including storage costs, is paid in full. ASJTH will deliver the trophies to the expediter in Christchurch or the designated South Island taxidermist of the hunter's choice, or his or her agent upon full and final payment.

## **Liability**

- ASJTH will not be obliged to pay compensation or reimbursement of any costs or expenses (including economic loss and loss of business or business opportunity) arising from any loss, damage and delay. Or other events giving rise to loss delay or damage and incurred by you as a client and which is beyond the reasonable control of and occurs without any fault or negligence on the part of ASJTH or its authorised staff.
- ASJTH will have no responsibility to you as client for any delay of failure in performance of any of its obligations under the client contract where failure is occasioned by unavoidable and significant weather conditions or other events beyond their control. Including but not limited to strikes, lockouts, labour disturbances, contagious diseases (animal or human) Government or Local Authority intervention, discontinuance of power supply or civil commotion.
- ASJTH shall take all reasonable precautions to ensure the safety of the client when the client is participating in the activities provided by ASJTH. However, notwithstanding anything to the contrary herein contained, the client (including the client's heirs, executors, administrators or successors) agrees that the safari/hunt and all related activities are undertaken at the client's own risk and hereby irrevocably waives and abandons all and any rights or claims which the client may have against ASJTH, its directors, shareholders, employees, agents or contractors, arising in consequence of any death, damage, injury, accident, illness, attack by wild animals, or insects or loss which might otherwise occur, or which the client may sustain, however occurring and whether directly or indirectly in relation to the safari and/or hunt and any related activities including (but not limited to); boating, fixed wing flying and helicopter flying and whether any damage or loss is due to persons or directors, shareholders, agents, employees or contractors to ASJTH. This disclaimer indemnifies and holds ASJTH, its directors, shareholders, employees, agents or contractors, and any party providing assistance or facilities utilised by the safari harmless against all and any claims in respect of personal injury, damage to property, death, accident, loss or the like, arising from any cause whatsoever as a result of the participation of the client in the safari and the activities provided for the client by ASJTH.
- It is a condition of the client's visit to any of the facilities that ASJTH may from time to time use, such as, accommodation providers, hunting and fishing camps and areas, that neither their owner nor ASJTH, its directors, shareholders, agents, employees or contractors, accept any claim for loss or damage to person or property owned by the client and any visitor or guest, which may arise from the use of buildings, fittings, equipment and facilities supplied by ASJTH or used by ASJTH in the course of supplying its services, including the use of motor vehicles, fixed wing aircraft, boats and helicopters, or by other passengers, whether or not such damage to property is in any way caused or contributed to by any negligence including gross negligence, in relation to the facility or equipment by owners or operators, ASJTH or any of their agents, directors, employees, shareholders or contractors or any party providing assistance or facilities utilised by the safari.
- ASJTH does not accept responsibility or liability for any loss or damage to the client's baggage, personal effects or equipment or other property during the client participation in any activities provided by ASJTH from time to time, however caused and whether due to negligence of ASJTH, its directors, shareholders, employees, agents or contractors or otherwise.

Any claims, disputes or litigation which may arise from this agreement shall be subject to, governed by and construed in accordance with the laws of New Zealand. The client hereby irrevocably consents to the jurisdiction of the High Court of New Zealand in respect of any claims, disputes or litigation which may arise from this agreement or its termination.

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

ASJTH: \_\_\_\_\_

Date: \_\_\_\_\_