

# CONDITIONS OF CARRIAGE

BILL HARROP'S "ORIGINAL" BALLOON SAFARIS (PTY) LTD.

As from 1st June 2019

## DANGEROUS GOODS – SPECIAL NOTE

- ❖ *Passengers must not carry and their Baggage must not contain compressed gases (aerosols, oxygen bottles), explosives (fireworks, ammunition), flammable solids or liquids (lighter fuel, matches), radioactive materials, oxidising material (bleach, corrosives, acids, alkalis, mercury, wet cell batteries), magnetised material, poisons and infectious material, briefcases with alarm devices.*
- ❖ *Only medicines and toilet articles for use on board are exempt from these restrictions.*
- ❖ *Should you lose a battery from a mobile phone, tablet, hearing aid, camera, or any other electrical device you must advise the Captain so that it can be located prior to landing.*
- ❖ *Samsung Note 7 Devices are banned from carriage on all our flights.*

## CONDITIONS OF CARRIAGE

1. The Carriage of passengers and their baggage is subject to any Special Conditions and Regulations of the Carrier/s displayed for inspection at their booking offices, insofar as the Conditions and regulations are not inconsistent with the Conditions and provisions referred to or stated below.
2. IMPORTANT NOTICE TO INTERNATIONAL PASSENGERS
  - a. "Passengers on a journey including an ultimate destination or stop in a country other than the country of departure, are advised that the Warsaw Convention may be applicable. The Warsaw Convention governs and in most cases limits the liability of carriers for death or personal injury and in respect of loss or damage to baggage and personal effects".
3. In all cases in which the carriage is not governed by the said Convention, **carriage is only accepted at the passengers risk and upon the specific condition that the Carrier/s their servants and agents shall be under no liability for any damage of any kind whether caused or occasioned during carriage by air or in connection with auxiliary services incidental to the carriage by air or whether or not caused or occasioned by the act, omission, neglect, gross neglect or omission or default of the carrier/s their servants or agents. The passenger hereby indemnifies the Carrier/s against any claim or claims for compensation for any damage, loss or injury whether sustained on board the aircraft or in the course of any of the operation of flight embarking or disembarking caused directly or indirectly to him or his belongings which indemnity shall extend to the passenger's dependants, estate or any person whomsoever.**
4. **PHYSICAL PHYSIOLOGICAL and MENTAL CONDITION DISCLOSURE:**
  - a. Participants must be:
    - i. at least 135cm tall AND SEVEN YEARS OF AGE, OR OLDER
    - ii. nimble enough to climb in and out of the 135mm high basket without assistance,
    - iii. be able to stand for the duration of the flight and
    - iv. be able to jump unassisted from a height of 60cm.
  - b. If any passenger knows or feels that they, or those for whom they are responsible, may not be able to comply with these conditions, or believe they are pregnant, it is recommended that note is taken of **Special Conditions for the Carriage of Disabled and Challenged Passengers** as published on our web site, and they consult their medical advisor.
  - c. The passenger accepts that neither the Carrier nor its personnel are in a position to assess a passenger's physical or mental condition from general observation prior to, or during the flight, the questioning of which may cause embarrassment or distress to the passenger. The Passenger or Responsible Person accepts that the onus rests with them to give forthright disclosure on any non compliance with conditions 4a.i, 4a.ii, 4.a.iii, 4a.iv, above at the time of booking, and advise the Carrier of any change in their physical, physiological, or mental condition that might preclude them from complying prior to boarding.
5. The Carrier/s is not obliged to accept luggage or baggage with a "Special Declaration of Value".
6. Delivery of baggage will be made to the bearer of the baggage ticket if issued.
7. In the event of the Conditions and Regulations stated or referred above or any part thereof relating to the exclusion of limitation of the liability of the Carrier/s being contrary to the law of the State or territory in the Court of which an action is brought, the liability of the Carrier/s shall be excluded or limited insofar as the law permits, and the Carrier/s shall be entitled to the benefit of every exclusion or limitation of liability permitted by such law.
8. Any reference relating to the "Passenger" is also extended to include the "Responsible Person" or "Carer" of another passenger.
9. Any action against the Carrier/s shall be brought only in the Court of the State or territory in which the principal place of business of the Carrier/s is situated.

THE CARRIER, hereby warrants that it is insured in accordance with the Regulations promulgated in terms of the AIR SERVICES LICENSING ACT, 1991 (ACT No. 115 OF 1990) and more specifically REGULATION 5 thereof.



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