

# GENERAL FINANCIAL TERMS AND CONDITIONS

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

As from 1st June 2019

1. Our Quoted Rates Include VAT at the CURRENT RATE of 15% and may be commissionable to approved, bona fide Travel Agents, Tour Operators, Destination Management Companies and Conference Organisers at confidential contracted rates.
2. If any element of the tour is cancelled by the passenger or agent, or if a participant does not arrive at the agreed location at the specified time to take up any particular element of a booking, that element will also be considered as "cancelled by the passenger" and any pre-payment will be forfeited.
3. If the flight is cancelled by us for safety reasons (such as bad weather) the flight can either be re-booked or the pre-payment may be refunded dependant on the Terms and Conditions applicable to the package booked.
4. Pilots will always endeavour to conduct flights for the full duration as published, subject to a paramount consideration for safety as well as passenger comfort and convenience, respect for the community and environment in general, but a duration of 50 minutes may be considered "about an hour". If the flight is more than 10 minutes less than the published duration, in the interests of fair business practice, passengers **may** qualify for refunds or flights at a future date, as described in our "Short Flight Refund Policy".  
Flights less than 15% of the duration as outlined in our officially approved tour description will be categorised as "cancelled" and the flight can be re-booked or the pre-payment **may** be refunded dependant on the Terms and Conditions applicable to the package booked.
5. Should any element of any tour package be postponed or cancelled, this will not affect the commitment of any party in the agreement to the supplying and charging for, or receiving and paying for, the other elements of the package on the original dates and times unless otherwise agreed in writing.
6. Refunds, if applicable, will only be made on irrevocably cleared effects and only via the same channels or medium as the pre-payment has been made, and only to the same company, legal entity, or person who effected them. Because each party in the chain of processing a booking may have individual agreements with the next, so this process is reversed in the processing of refunds unless expressly requested in writing by the prior party in that chain.
7. Unless otherwise stated, a minimum of 2 Full Fare Paying Passengers is required to justify a Flight Departure but these can be from 2 individual sources.
8. FLIGHTS AND SERVICES will only be considered as having been CONFIRMED by the client on our receipt of FULL PRE-PAYMENT (or the furnishing of the required irrevocable guarantees) either,
  - 8.1 On booking
  - 8.2 A minimum period as most recently outlined in writing or contract, unless a waiver has been given in writing by us (the Supplier) in relation to any particular booking or series of bookings.
  - 8.3 Additionally, Standby Flights must be reciprocally confirmed between 6pm and 8pm the evening prior.
9. An Invoice or a Pro-Forma Invoice will be e-mailed to the purchaser on request.
10. ACCOUNTS must be PAID immediately on presentation unless otherwise agreed in writing.
11. On effecting payment by a bank deposit or transfer, the client is required to urgently e-mail us a copy of the relevant transaction documentation to the address given with our banking details.
12. The first bookings paid for, will receive precedence over others unless otherwise expressly stated in writing by us (the Supplier). The greater the delays in the client's upkeep of any agreed payment schedule, the less precedence that client's booking will receive over other bookings currently on file.
13. The onus rests with the client to ensure delivery of any payment, and the client must therefore reaffirm the delivery of payment with us (the Supplier) should he/she not receive acknowledgement, or relative communication from us, within 2 business days of it being effected.
14. Overdue accounts will bear interest at the rate of two-and-a-half-per-cent per month or the legally allowed maximum as defined by the Usury Act (South Africa).
15. Waivers, concessions or indulgencies may be considered on the merit of the individual situation and will have effect only when confirmed by us (the Supplier) in writing. Any indulgence that we may grant the Client will be made without prejudice and shall not constitute a waiver of any past or future rights of the Supplier.
16. Fitness: Participants must be nimble enough to climb in and out of the 1350mm high basket without assistance from anyone else, be able to jump unassisted from a height of 60cm and stand for the duration of the flight – (approx. one hour unless stated otherwise).  
If these conditions of fitness cannot be met, special conditions will apply which may allow for pregnant, frail, disabled or challenged passengers. Please refer to our **Conditions for the Carriage of Disabled Frail or Challenged Participants**.
17. No animals, pets, birds, are allowed on company property, vehicles and balloons with the exception of bonafide trained guide dogs.
18. Every reasonable care to ensure accuracy has been taken in the translation of these conditions into other languages. Should any dispute of meaning or interpretation of these conditions arise when published in any other language than English, the English text and meaning will apply.



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