

# TERMS AND CONDITIONS

BILL HARROP'S "ORIGINAL" BALLOON SAFARIS (PTY) LTD.  
Non-scheduled licenced airline – Air Service Licence: N146D  
As of 1 March 2023

Please note that the below terms and conditions are lawful and binding between *the Client* (i.e. the agent, client, passenger or any third-party supplier) and *the Operator*.  
Clients undertake the below terms and conditions as such, and any omissions or changes to this document will be binding to the latest edition of the terms and conditions as set by the *Operator*.

## Magalies River Valley Launch Site

### 1. Flight Ticket descriptions:

1.1 **Explorer:** This flight ticket entitles the ticket holder to rebook the date of the flight in the event of cancellation due to unsafe flying conditions. Re-booking of a flight date is subject to availability and the flight must be undertaken within 12 months from the date of issue.

This flight ticket applies to a shared balloon flight (with other passengers) and does not entitle the holder to an exclusive flight.

1.2 **Traditional:** This flight ticket entitles the ticket holder to rebook the date of the flight (within 12 months from the date of issue) or request a refund in the event of cancellation by the Operator due to unsafe flying conditions. Re-booking of a flight date is subject to availability and the flight must be undertaken within 12 months from the date of issue.

This flight ticket applies to a shared balloon flight (with other passengers) and does not entitle the holder to an exclusive flight.

Please see *Section 9: Refunds* for more.

1.3 **Exclusive Balloon Flight:** This flight ticket entitles the ticket holder to rebook the date of the flight (within 12 months from the date of issue) or request a refund in the event of cancellation by the Operator due to unsafe flying conditions. Re-booking of a flight date is subject to availability and the flight must be undertaken within 12 months from the date of issue.

This flight ticket applies to a private balloon (subject to availability).

Please see *Section 9: Refunds* for more.

### 1.4 Transfer of ownership

Flight tickets are non-transferable nor exchangeable for cash. Flight tickets must be presented by the original ticket holder to remain eligible and valid. Should a passenger/client wish to gift the flight tickets to a new person, the originator of the reservation (the original owner of the flight ticket) must request a transfer of ownership. On receipt of the request, the original owner will be required to complete the transfer of ownership process to re-allocate to another passenger.

### 1.5 When selecting a flight ticket package

Please keep in mind that hot air ballooning is *100% weather dependent*, should we have to cancel the flight due to unsafe flying conditions (such as strong wind or rain), then the Operator will not be held liable for any accommodation reservations, transfer reservations, or expense of a personal nature, made in anticipation of the hot air balloon flight.

### 1.6 Flight Vouchers

Flight vouchers are valid for *12 months from the original date of issue only*. Extensions will not be granted for flight vouchers. The onus is on the recipient to pre-book and fly prior to the expiry date noted on the voucher.

## 2. Minimum passengers required

A minimum of *4 full fare paying passengers* is required to justify a Flight Departure, but these can be from 4 individual sources.

Unless a private balloon flight for two passengers in a 2-passenger balloon is booked and confirmed.

## 3. Confirmation

FLIGHTS AND SERVICES will only be considered as having been "confirmed":

- on our receipt of *the full and final pre-payment* (or the furnishing of the required irrevocable guarantees) seven (7) days before the date of departure.
- A minimum period as most recently outlined in writing or contract.

Unless a waiver has been given, in writing by ourselves, about any booking or series of bookings.

On receipt of the full and final payment, the client, therefore, accepts the *full terms and conditions* as well as the *conditions of carriage*.

*Provisional reservations* which are unpaid, are *unconfirmed*. Only receipt of the full and final payment will confirm a reservation/flight ticket. Full and final payment needs to be paid 7 working days before the departure date.

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.

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 Operator) should he/she not receive an acknowledgement, or relative communication from us, within 2 business days of it being affected.

The first bookings paid for will receive precedence over others unless otherwise expressly stated in writing by us (the Operator). The greater the delays in the client's upkeep of any agreed payment schedule, the less precedence that the client's booking will receive over other bookings currently on file.

#### **4. Postponements and Cancellations by the client/passenger**

4.1 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.

4.2 If a *passenger needs to postpone the booking*, a minimum of 5 working days' notice needs to be sent in writing. If notice is not received, then the ticket shall be non-bookable or refundable.

#### **5. Postponement and Cancellation by the Operator**

5.1 Should any element of any tour package be postponed or cancelled *by the Operator*, 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.

The Chief Pilot will determine the suitability for a safe and pleasurable flight based on the weather forecast and other factors relating to the flight area. Hot air ballooning is *subject to safe flying conditions*.

5.2 If the flight is cancelled *by the Operator* for safety reasons (such as bad weather) the flight can either be rebooked or the pre-payment may be refunded *depending on the Terms and Conditions applicable to the package booked*.

All flight tickets will be valid for 12 months from the original date of issue.

The Traditional package is fully refundable and the Explore package is only re-bookable. Refer to *Section 1: Flight Ticket descriptions*.

#### **6. Did not arrive for the flight**

Failure to notify the cancellation or postponement of a flight at least 5 working days before the date of departure, could result in a forfeited flight ticket.

Should the passenger fail to arrive for the flight, on the day of the flight, such an absconded flight ticket is forfeited. Refer to *Section 4.1*.

#### **7. Extension of validity of flight tickets**

Flight tickets cannot be extended once expired.

The flight tickets are valid for 12 months from the date of issue, under no circumstances will extensions be granted.

#### **8. Flights**

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, and respect for the community and environment in general, but a *duration of 50 minutes* is considered as a flight. If the flight is more than 15 minutes less than the published duration, in the interests of fair business practice, passengers may qualify for a partial refund or a flight at a future date, as described in our "Short Flight Refund Policy".

#### **9. Refunds**

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 affected 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.

Refunds will be done within 7 working days of confirmation of banking details.

## 10. Financial aspects

10.1 An Invoice will be e-mailed to the purchaser, only on request.

10.2 Accounts, invoices and reservations must be PAID immediately on presentation unless otherwise agreed in writing.

10.3 Overdue accounts will bear interest at the rate of two-and-a-half-per-cent (2.5%) per month, or the legally allowed maximum as defined by the Usury Act (South Africa).

## 11. Liability or loss

Bill Harrop's "Original" Balloon Safaris **does not accept any liability or loss experienced because of the nature of the balloon activity.**

The passenger hereby indemnifies the Operator against any claim or claims for compensation for any damage, loss or injury whether sustained on board the aircraft or, during any of the operation of the flight, embarking or disembarking, caused directly or indirectly, to him/her/they or his/her/their belongings which indemnity shall extend to the passenger's dependants, estate of any person whomsoever.

Bill Harrop's "Original" Balloon Safaris does not accept any liability for flight tickets purchased through unauthorised or unaffiliated channels.

## 12. Limitations and repudiation

The onus is on the passenger to make full disclosure of any impediments or limitations at the time of making the reservation. A non-disclosure will result in immediate disembarkation without recourse by the passenger and associated persons to any loss or damage sustained in any form, actual or consequential.

### 12.1 Fitness

Participants must be:

- agile 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 (approximately one hour unless stated otherwise).

If these conditions of fitness cannot be met, special conditions will apply which may allow for frail, disabled, or challenged passengers.

Any passenger who fails, on the pilot-in-command or operations team's request, to demonstrate the ability to **enter and leave the basket unassisted, stand unassisted** and/or **jump the minimum height** may be declined without recourse or refund unless otherwise agreed.

### 12.2 Disabled, frail or challenged passengers

All disabled, frail or challenged passengers should be accompanied by an abled body person for the duration of the activity. Please refer to our *Conditions for the Carriage of Disabled, Frail or Challenged Participants*.

### 12.3 Pregnant Passengers

Please note, that pregnant passengers will not be allowed to participate in the hot air ballooning (as per our Safety Regulations).

### 12.4 Children Passengers

Passenger safety is our main priority and therefore the following regulations about children are in place:

- Children must be 7 years and older to participate in a hot air balloon flight & children must be 1.3 meters in height - and be able to see over the edge of the basket.
- Children must be accompanied by a parent/guardian for the duration of the activity.
- Please advise on booking, the number of children in the party - as well as their *ages* and *weights*.
- The pilot reserves the right to refuse to load children, who are too small, on the hot air balloon, for safety reasons.
- Children Passengers could be measured on the morning of the flight, at check-in, to ensure they comply with the minimum height requirement. Should the child not be deemed tall enough to safely participate in the hot air balloon activity the flight ticket will be forfeited (non-refundable nor re-bookable).

### 12.5 Animals

No animals, pets, or birds are allowed on company property, vehicles, or balloons except *bona fide* trained guide dogs. Please ensure you can provide guide dog certification at the time of making the reservation.

*Waivers, concessions, or indulgencies may be considered on the merit of the individual situation and will have effect only when confirmed by us (the Operator) in writing. Any indulgence that we may grant the Client shall not constitute a waiver of any past or future rights of the Operator.*

### 13. Agents

Our Quoted Rates Include VAT at the current rate of 15% and may be commissionable to contracted and approved, bona fide *Travel Agents, Tour Operators, Destination Management Companies and Conference Organisers* at confidential contracted percentages.

Affiliations with agents are subject to the suitability of the agent, or third party and product offering; the Operator retains the right to refuse partnerships in the interest of the Operator.

*Travel Agents, Tour Operators, Destination Management Companies and Conference Organisers* must have a valid Wholesale Operator Contract:

- Indicating the commissionable rate,
- The validity period,
- Completed and signed by both parties.

Refunds, if applicable, will only be processed back to the Agent/account payment that was made; the onus remains on the agent to assist with facilitating the refund to the client.

#### ***Additional Terms and Conditions:***

- Before booking **pre-existing medical conditions, and recent surgical procedures**, must be disclosed.
- The **ticket must be used within 12 months** of the original date of issue.
- The *Explorer Package* (as per the website) is not available to agents and operators and is non-commissionable.
- Please keep in mind that **hot air ballooning is 100% weather dependent**, should we have to cancel the flight due to unsafe flying conditions (such as strong wind or rain), then we will not be held liable for any accommodation reservations made in anticipation of the hot air balloon flight.
- Hot air ballooning is **subject to safe flying conditions**.
- If the **guest needs to postpone the booking, a minimum of 5 working days' notice needs to be sent in writing**. If notice is not received, then the ticket shall be non-re-bookable.
- **Children Passengers** will be measured on the morning of the flight, at check-in, to ensure they comply with the **minimum height requirement**. Should the child not be deemed tall enough to safely participate in the hot air balloon activity the flight ticket will be forfeited (non-refundable nor re-bookable).
- Refunds will only be processed back to the Agent/account payment was made; **the onus remains on the agent to assist with facilitating the refund to the client**.
- Should your client/s miss the flight, the flight tickets will be forfeited as per the Terms and Conditions.

### **Mabula Game Lodge Launch Site**

#### **14. We can only schedule a flight under the following conditions:**

- A **minimum of 6 full-fare paying passengers** is required to justify a Flight Departure, but these can be from individual sources.
- We only fly at Mabula Private Game Reserve from **Mondays to Fridays**.
- Passengers booked for a hot air balloon flight **must stay in Mabula Private Game Reserve or Safari Plains** (exclusively).

#### ***Confirmation of a hot air balloon flight at Mabula Game Lodge and Spa.***

To confirm a flight, *all outstanding passenger information as well as the full and final payment must be received 7 days before the date of departure.*

A minimum period as most recently outlined in writing or contract will be applied to the reservation.

Unless a waiver has been given, in writing by ourselves, about any booking or series of bookings.

#### **15. Flights at Mabula Game Lodge**

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, and respect for the community and environment in general, but a *duration of 35 minutes to 45 minutes* is considered a flight. If the flight is more than 15 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".

#### ***Additional Terms and Conditions:***

*All passengers must adhere to the minimal regulations pertaining to fitness, failing to disclose any medical conditions will lead to the passenger not being allowed to board the balloon and will therefore forfeit his or her ticket.*

**Please note that pregnant passengers will not be allowed to participate in the hot air ballooning (for safety precautions).**

**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 frail, disabled, or challenged passengers.

Any passenger who fails, on the pilot-in-command's request, to demonstrate the ability to **enter and leave the basket unassisted, stand unassisted** and/or **jump the minimum height** may be declined *without recourse or refund* unless otherwise agreed.

The **onus is on the passenger to make a full disclosure**. Non-disclosure will result in immediate disembarkation without recourse by the passenger and associated persons to any loss or damage sustained in any form, actual or consequential.

**Additional Terms and Conditions:**

- We are an **off-site service supplier**, and flights are subject to availability based on the requirements at our launch site in Skeerpoort.
- We do not facilitate transfer to the launch site and back to the lodge from the landing site. Please **contact the lodge directly to book a game ranger vehicle for the activity**.
- We do require a **minimum of 6 passengers to justify a scheduled flight** – these can be from separate reservations.
- **Full and final payment** must be completed 7 days before the date of departure. The **ticket must be used within 12 months** of the original date of issue.
- Please keep in mind that **hot air ballooning is 100% weather dependent**, should we have to cancel the flight due to unsafe flying conditions (such as strong wind or rain), then we will not be held liable for any accommodation reservations made in anticipation of the hot air balloon flight.
- Hot air ballooning is **subject to safe flying conditions**.
- Refunds will only be processed back to the Agent/account payment was made; the onus remains on the agent to assist with facilitating the refund to the client.
- Bill Harrop's "Original" Balloon Safaris **do not accept any liability or loss experienced as a result or of the nature of the balloon activity**.  
The company does not accept certain Tour Operator groups/clients due to liability matters. *Please check with your booking agent about the specific terms and conditions for insurance cover when participating in high-risk activities.*
- If the **guest/agent needs to postpone the booking, a minimum of 5 working days' notice needs to be sent in writing**. If notice is not received, then the ticket shall be non-re-bookable.
- **Children Passengers** will be measured on the morning of the flight, at check-in, to ensure they comply with the minimum height requirement. Should the child not be deemed tall enough to safely participate in the hot air balloon activity the flight ticket will be forfeited (non-refundable nor re-bookable).

*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.*