TERMS AND CONDITIONS

BILL HARROP'S "ORIGINAL" BALLOON SAFARIS (PTY) LTD
Non-scheduled licensed airline, Air Service Licence: N146D

Please read these terms carefully. They form a lawful and binding agreement between you (the passenger, agent, or other third-party supplier) and **Bill Harrop's "Original" Balloon Safaris (the Operator)**. By paying for, accepting, or using a ticket or voucher, you agree to every clause that follows. If anything here is unclear, ask us in writing before you facilitate payment.

Bill Harrop's "Original" Balloon Safaris Launch Site

Route 560, Skeerpoort. Gauteng. South Africa

1. Ticket Types

1.1 **Explorer**: This flight ticket entitles the ticket holder to rebook the date of the flight in the event of cancellation, **by the Operator only**, 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 only**, 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 only**, 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 11: Refunds

1.4 **Specials and Promotional** flight tickets
From time-to-time management may publish promotional fares, discounts, packages, or value-adds. These offers are at the sole discretion of the Operator and may carry **additional or different terms and conditions**. Unless the specific offer states otherwise, the following apply:

- Offers are **subject to availability**, limited inventory, validity periods, travel dates, and possible restricted dates.
- Applicable to **new bookings only**; not retroactive and **not exchangeable for cash**.
- **Not combinable** with any other offer, discount, voucher, or commission structure unless stated in writing.
- **Commission**: Specials are **non-commissionable by default**.
- Payment schedules, confirmation deadlines, and rebooking or refund rules may **differ from the General Terms**; in the event of a conflict, the **special's own terms govern that offer**, and the General Terms apply to everything else.
- The Operator may **amend, suspend, or withdraw** any special **without prior notice**, provided no confirmed booking under that special is adversely affected after full and final payment.

Code	What it buys	Re-bookable	Refundable
Explorer	Shared flight	Yes, if the flight is cancelled by the Operator due to inclement weather, fly within 12 months	**No**
Traditional	Shared flight	Yes, if the flight is cancelled by the Operator due to inclement weather, fly within 12 months	Yes, if the **flight is cancelled by the Operator** due to inclement weather.
Exclusive	Private basket (subject to availability & combined weights)	Yes, if the flight is cancelled by the Operator due to inclement weather, fly within 12 months	Yes, if the **flight is cancelled by the Operator** due to inclement weather.

1.4 **Transfer of ownership:** Tickets are not transferable or redeemable for cash. The original purchaser may apply, in writing, for a once-off concession to transfer ownership. Approval is entirely at the Operator's discretion.
1.5 **Weather risk:** Hot-air ballooning relies 100% on suitable weather. The Operator is not liable for any accommodation, transport, or other costs incurred in anticipation of a flight that is cancelled for safety reasons. The Chief Pilot's decision on the cancelled flight due to inclement weather conditions is final.
1.6 **Vouchers:** Valid for 12 months only. No extensions.

2. Minimum Passenger Numbers

A minimum of four (4) full-fare passengers is required to justify a flight departure at the Magalies River Valley launch site. Separate bookings may be combined to reach the minimum.

3. Booking Confirmation and Payment

A reservation becomes **confirmed** only when:

- The Operator has received **full, cleared, final payment** at least **seven (7) business days** before the flight, *and*
- All passenger details have been provided.

Unpaid provisional bookings lapse automatically. The first payment received takes precedence.

3.1 **Proof of payment**
Email proof of EFT or card payment to the reservations address supplied with our bank-issued proof of payment. If you do not receive written acknowledgement within two business days, it is your responsibility to follow up.

3.2 **Payment Methods**
We only accept two forms of payment:

- **Local clients: South African bank to South African bank transfer** in Rands (EFT)
- **International clients: Payment with a credit card via a secure payment** link (PayFast) provided by the Operator.

No SWIFT payments or international payment transfers.

4. Outstanding Payments and Debt Recovery

- Tickets must be paid in full before travel.
- Overdue amounts accrue interest at 2.5% per month.
- The Operator may engage debt-collection agencies, institute legal action, and recover all costs on an attorney-and-own-client scale. Reasonable and justifiable measures will be invoked to collect any payment not received or reversed (for whatever reason).

5. Postponements and Cancellations by the Passenger

5.1 Cancelling any element of a booking, or failing to arrive on time, counts as a passenger cancellation; all pre-payments for that element are forfeited.
5.2 To postpone, email us at least **five (5) business days** before departure. Miss the deadline, and the ticket becomes non-re-bookable and non-refundable, regardless of the ticket package selected.

6. Postponements and Cancellations by the Operator

6.1 The Chief Pilot decides whether conditions are safe.
6.2 If we cancel for safety, your options for rebooking or refunding depend on the ticket type (see section 1).
6.3 All tickets remain valid for 12 months, unless otherwise specified.

7. No-Shows

Failing to appear for check-in on time and the day counts as a *cancellation*. The ticket is forfeited.

8. Ticket Expiry

Tickets expire 12 months from the date of purchase, unless otherwise specified. No extensions.

9. Flight Operations

- We aim for the published flight time; **45 minutes** or more is deemed a full flight.
- If airborne time is more than 15 minutes shorter than published, our *Short Flight Refund Policy* applies.

10. Tickets and Vouchers – Sale, Transfer, and Verification

10.1 Tickets are non-transferable without written consent.
10.2 Buy only from the Operator or an authorised agent. Ask us for a current list.
10.3 Resale or advertising of tickets on any platform is forbidden.
10.4 Fraudulent or illegitimate bookings are cancelled without refund and may be reported to the authorities.
10.5 We may request ID and proof of purchase before boarding.

11. Refunds

- Refunds are made only to the original payer, via the same channel, once funds have cleared irrevocably.
- Allow up to **14 business days** after confirmation of banking details.
- Refunds via the secure payment platform (PayFast) could take up to 21 business days to reflect in international accounts.

12. Financial Terms

- Invoices are issued on request.
- Payment is immediate unless otherwise agreed in writing.
- We accept **EFT (Rand, SA bank to SA bank)** or **secure credit-card link** only. No SWIFT or international transfers.

13. Liability and Indemnity

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.

14. Fitness and Passenger Restrictions & Safety

- Climb unaided into a 1,350 mm basket, jump down 600 mm, and stand for about an hour.
- **Pilot authority:** The pilot-in-command may decline any passenger who cannot meet the fitness test on the day. Failure to demonstrate the ability to comply with the minimum fitness requirement could result in *forfeiture without refund.*
- **No pregnant passengers**.
- *Disabled, frail, or mobility-challenged guests* require prior written clearance and must be accompanied by an able-bodied assistant.
- **Children:** Minimum age 7 years **and** minimum height 1.3 m. Both criteria must be met. Height may be measured at check-in; failure means *forfeiture without refund*.
- **Animals:** Only *bona fide* guide dogs with certification are permitted on site.

- **Post-operative flying restriction**: In line with the SACAA-approved flight operations manual. Passengers who have undergone **any surgery, invasive medical procedure, or intervention**

involving general anaesthesia or deep sedation must not fly for a minimum of three (3) months.

- Where the procedure was major, a six-month (180-day) stand-down period applies.
- Due to the nature of the activity, balloon landings may involve higher vertical loads and uneven terrain, and passengers must absorb impact while in a brace position.

Non-disclosure of medical or physical limitations could result in disembarkation and removal without refund.

- **Endangering behaviour**
  Any act that could compromise the safety of the balloon, passengers, crew, equipment, or people on the ground is strictly prohibited. This includes (but is not limited to) lighting open flames, smoking or vaping, tampering with fuel systems, interfering with pilot or ground-crew instructions, or introducing any hazardous object or substance on board.
- Passengers who engage in such conduct will be removed from the flight without refund, will forfeit their ticket, and may be held liable for all resulting costs or damages.
- Interfering with or endangering an aircraft constitutes an offence under Section 135 of the South African Civil Aviation Act 13 of 2009; offenders may face fines and/or imprisonment of up to six months, along with any civil claims for loss or damage.

- **Sobriety and substance-free requirement**
  - Passengers must report for check-in, boarding, flight, and post-flight activities ***sober and free from the influence of alcohol, recreational drugs, or any medication that impairs judgment or mobility***.
  - In line with **Part 91.02.21 and Part 135 of the South African Civil Aviation Regulations** (*prohibiting carriage of intoxicated persons who could endanger an aircraft*), the Operator reserves the right to:
    - **Refuse boarding** to any person who, in the pilot-in-command's opinion, shows signs of intoxication or impairment.
    - **Remove a passenger** from the activity area without refund and at the passenger's own cost if impairment is detected at any stage.
  - Bringing, consuming, or attempting to consume alcohol or any controlled substance during the activity, other than the celebratory drinks supplied by the crew after landing, is strictly forbidden.
  - Offenders will forfeit their ticket, may be held liable for any damages caused, and may face prosecution under **Section 135 of the Civil Aviation Act 13 of 2009** for endangering an aircraft and its occupants.

15. Force Majeure

We are not liable for delay or non-performance caused by events beyond our reasonable control, including natural disasters, pandemics, strikes, or government action.

16. Data Protection

We process personal data strictly for operational and safety purposes and in line with applicable data-protection legislation. We do not share data except where required by law or to fulfil your booking.

17. Agents and Commission

- Rates include VAT at 15%.
- Commission is payable only to contracted, bona fide travel professionals with a signed Wholesale Operator Contract.
- Explorer tickets are **non-commissionable**.
- Refunds, if due, are returned to the original paying agent, who must then reimburse the passenger.

18. Miscellaneous

- These terms are governed by South African law.
- Any waiver or concession is valid only if issued in writing by a director of the Operator.
- If a clause is held invalid, the remaining clauses survive.
- In any conflict of language, the English version prevails.

By proceeding with your booking, you confirm that you have read, understood, and accepted these Terms and Conditions in full.

See below for the off-site launch sites' terms and conditions.

Dinokeng Game Reserve Launch Site

Dinokeng Game Reserve, N1 North Hammanskraal. Gauteng. South Africa
(Sections 19 to 21 replace any previous Dinokeng-specific clauses.)

19. Scheduling a Flight

- A minimum of **six (6) full-fare passengers** is required to justify a flight departure at the Dinokeng Game Reserve launch site. Separate bookings may be combined to reach the minimum.
- Flights operate on select **weekdays** only, subject to availability and reservations.
- To confirm a booking, the Operator must receive **all passenger details** and **full payment seven (7) calendar days** before the flight.
- Any lead time or deposit schedule set out in a contract or email exchange also applies, unless we issue a written waiver.
- Contact the **Dinokeng Game Reserve lodge nearest to your point of entry to the reserve** to enquire about booking a transfer game ranger to participate in the hot air balloon activity.

20. Flight Duration and Short-Flight Policy

Pilots aim to deliver the full published flight time while giving priority to safety, passenger comfort, local community, and environmental considerations.

- A flight of **35-40 minutes** is deemed complete.
- If the airborne time is **over 15 minutes shorter** than published, guests may qualify for compensation under our *Short Flight Refund Policy*.

21. Reserve rules and conservation compliance

All passengers and accompanying persons must comply with the Reserve's and lodge's rules and regulations at all times, including check-in, launch, landing, and transfers. This includes, without limitation: gate times, speed limits, use of designated roads and tracks only, noise control, and the prohibition of littering, feeding or harassing wildlife, off-road driving or walking without ranger supervision, and prohibited items (*firearms, drones, lasers, fireworks, hazardous substances*). Instructions from Reserve officials, rangers, and lodge management are binding. The Operator may deny boarding, halt, or terminate the activity if conduct would breach Reserve rules or applicable conservation laws. Any fines, penalties, or damages arising from a guest's conduct are for that guest's account. Breaches may result in immediate removal from the activity area, forfeiture of the ticket without refund, and reporting to the Reserve authorities.

Important Notes pertaining to Dinokeng Game Reserve

a. Off-site Service Supplier

- We are an **off-site service provider**; flight availability depends on operational demands at our Magalies River Valley launch base.
- **Transfer inside the reserve:** Guests must organise their designated ranger vehicles for their account.
- The Operator can provide you with recommendations for lodges to contact about transfers.

b. Fitness and medical disclosure

- Each guest must **climb into and out of a 1,350 mm-high basket unassisted**, **jump down 600 mm unassisted**, and **stand for the full flight**.
- **Post-operative restriction**: Anyone who has undergone surgery or any invasive medical procedure involving anaesthesia or deep sedation must wait three months, or six months for major procedures, before flying.
- **Pilot authority**: The pilot-in-command may decline any passenger who cannot meet the fitness test on the day.
- **Pregnant passengers may not participate**.
- Non-disclosure of medical issues will lead to denied boarding without a refund.

c. Conduct on board

- Any behaviour that endangers the aircraft, passengers, crew, equipment, or people on the ground—including lighting open flames, smoking, tampering with fuel, or ignoring crew instructions—is prohibited. Offenders will be removed without refund, held liable for damages, and may face prosecution under Section 135 of the South African Civil Aviation Act 13 of 2009.

d. Operational limitations

- **Hot-air ballooning is weather-dependent**. We are not liable for accommodation or travel costs arising from weather cancellations.
- The Chief Pilot decides whether conditions are safe for flying.
- To **postpone**, send **written notice at least five (5) business days before departure**; otherwise, the ticket becomes non-re-bookable.

e. Children

- Minimum age **seven (7) years and minimum height 1.3 m**. Both criteria must be met. Height may be checked at check-in; failure results in forfeiture without refund.

f. Payments and refunds

- Full **payment is due seven (7) business days before departure**.
- **Refunds are only granted in the event of a cancelled flight** due to inclement weather conditions prohibiting the flight from proceeding
- Refunds, when applicable, are **processed only to the original paying account or agent** and within fourteen business days of confirming banking details.
- Reasonable and justifiable measures will be invoked to collect any payment not received or reversed.
- Hot-air ballooning is **weather-dependent**. We are not liable for accommodation or travel costs arising from weather cancellations.

g. Liability

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.

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*By paying for or using a ticket, you acknowledge and accept these **Dinokeng Game Reserve** Terms and Conditions together with the Operator's General Terms and Conditions dated 4 August 2025.*

Mabula Game Lodge Launch Site

Mabula Private Game Reserve. Limpopo. South Africa

(Sections 21 to 24 replace any previous Mabula-specific clauses.)

21. Scheduling a Flight

- A minimum of **six (6) full-fare passengers** is required before a flight can be confirmed. These seats may come from separate bookings.
- Flights operate on select **Mondays and Thursdays** only; subject to availability and reservations.
- To secure a booking, we must receive **all passenger details** and **full payment seven (7) calendar days** before the flight date.
- Lead-time requirements specified in any written agreement or contract also apply unless we issue a written waiver.

22. Flight Duration and Short-Flight Policy

Our pilots always aim to fly for the full published duration, balancing safety, passenger comfort, community considerations, and environmental respect.

a. A flight of **35 - 40 minutes** is considered complete.

b. If the airborne time is **more than 15 minutes shorter** than the advertised duration, guests may qualify for compensation, either as a refund or a future-date flight, under our *Short Flight Refund Policy*.

23. Passenger Fitness and Eligibility

- **Fitness standard:** Each guest must **climb into and out of a 1,350 mm-high basket unassisted**, **jump down 600 mm unassisted**, and **stand for the full flight**.
- **Pregnancy:** Expectant passengers may not participate.
- **Medical disclosure:** Passengers must disclose relevant health conditions in advance. Non-disclosure may lead to denied boarding without a refund.
- **Special assistance:** Frail, disabled, or mobility-challenged guests can be accommodated only under pre-arranged special conditions approved in writing.
- **Pilot authority:** The pilot-in-command may decline any passenger who cannot meet the fitness test on the day.

24. Reserve rules and conservation compliance

All passengers and accompanying persons must comply with the Reserve's and lodge's rules and regulations at all times, including check-in, launch, landing, and transfers. This includes, without limitation: gate times, speed limits, use of designated roads and tracks only, noise control, and the prohibition of littering, feeding or harassing wildlife, off-road driving or walking without ranger supervision, and prohibited items (*firearms, drones, lasers, fireworks, hazardous substances*). Instructions from Reserve officials, rangers, and lodge management are binding. The Operator may deny boarding, halt, or terminate the activity if conduct would breach Reserve rules or applicable conservation laws. Any fines, penalties, or damages arising from a guest's conduct are for that guest's account. Breaches may result in immediate removal from the activity area, forfeiture of the ticket without refund, and reporting to the Reserve authorities.

Important Notes pertaining to Mabula Game Reserve

a. Off-site Service Supplier

- We are an **off-site service supplier**; availability depends on operational needs at our Magalies River Valley launch base.
- We **do not arrange transport** between Mabula Lodge / Safari Plains and the launch or landing sites.
- **Transfer inside the reserve:** Guests must organise their designated ranger vehicles for their account.
- Hot-air ballooning is **weather-dependent**. We are not liable for accommodation or travel costs arising from weather cancellations.
- Passengers booked for a hot air balloon flight **must stay in Mabula Private Game Reserve or Safari Plains.** Unfortunately, we do not fly guests/passengers who do not reside outside of the Mabula Group of Lodges.

b. **Fitness and medical disclosure**

- Each guest must **climb into and out of a 1,350 mm-high basket unassisted**, **jump down 600 mm unassisted**, and **stand for the full flight**.
- **Post-operative restriction**: Anyone who has undergone surgery or any invasive medical procedure involving anaesthesia or deep sedation must wait three months, or six months for major procedures, before flying. Earlier travel requires written clearance from an Aviation Medical Examiner or the treating specialist.
- **Pilot authority**: The pilot-in-command may decline any passenger who cannot meet the fitness test on the day.
- **Pregnant passengers may not participate**.
- Non-disclosure of medical issues will lead to denied boarding without a refund.

c. **Conduct on board**

- Any behaviour that endangers the aircraft, passengers, crew, equipment, or people on the ground—including lighting open flames, smoking, tampering with fuel, or ignoring crew instructions—is prohibited. Offenders will be removed without refund, held liable for damages, and may face prosecution under Section 135 of the South African Civil Aviation Act 13 of 2009.

d. **Operational limitations**
   - Hot-air ballooning is **weather-dependent**. We are not liable for accommodation or travel costs arising from weather cancellations.
   - The Chief Pilot decides whether conditions are safe for flying.
   - To postpone, send **written notice at least five (5) business days before departure**; otherwise, the ticket becomes non-re-bookable.

e. **Children**
   - Minimum age **seven (7) years and minimum height 1.3 m**. Both criteria must be met. Height may be checked at check-in, failure results in forfeiture without refund.

f. **Payments and refunds**
   - Full payment is **due seven (7) business days before departure**.
   - **Refunds are only granted in the event of a cancelled flight**, **by the Operator**, due to inclement weather conditions prohibiting the flight from proceeding.
   - Refunds, when applicable, are **processed only to the original paying account or agent** and within fourteen business days of confirming banking details.
   - Reasonable and justifiable measures will be invoked to collect any payment not received or reversed.
   - Hot-air ballooning is **weather-dependent**. We are not liable for accommodation or travel costs arising from weather cancellations.

g. **Liability**
   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.

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*By paying for or using a ticket, you acknowledge and accept these **Mabula Game Reserve** Terms and Conditions together with the Operator's General Terms and Conditions dated 4 August 2025.*

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 language other than English, the English text and meaning will apply.