Agent/Tour Operator Agreement

This agreement is entered into by and between:

BHOBS Balloons

Trading as Bill Harrop's "Original" Balloon Safaris

(Reg. No. 2021/746477/07)

Of Portion 64 of the Farm Remhoogte 476JQ, South Africa

(Hereinafter referred to as "BILL HARROPS "ORIGINAL" BALLOON SAFARIS")

And

The following **TOUR OPERATOR**

STO Rates are only applicable once Agent Agreement application is completed for the applicable period.

This document must be read in conjunction with the Terms and Conditions as well as the Special Terms & Conditions of Carriage for Frail, Challenged or Disabled Passengers.

AGENT/TOUR OPERATOR AGREEMENT: TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions:

a) "Agreement" means this agreement including all schedules, appendices, amendments and additions.
b) "Client" means the person(s) (or any of them) using the Services whether or not they are clients of the Tour Operator. Also referred to as the *third-party entities* or *individuals making bookings for passengers*.
c) "Passenger" means the person (s) (or any of them) who are ticket-bearing and will participate in the service.
d) "Supplier" refers to Bill Harrop's "Original" Balloon Safaris relating to the service or Tour Operator relating to the services rendered by the agent/client.
e) "Tour Operator" means the Tour Operator and any/all subsidiaries**.**
f) "Commencement Date" means the earlier of the date that this Agreement is signed or the date that Services commenced.
g) "Confidential Information" means all and any commercial, financial, marketing, technical or other information, know-how or trade secrets in any form or medium belonging to or disclosed by one of the parties to this Agreement or obtained under or in connection with this Agreement (whether disclosed or obtained before or after the date of this Agreement), together with any copies, summaries of, or extracts from, such

information in any form or medium or any part(s) of this information and which is designated as confidential or which is manifestly confidential;

h) "Services" means the services to be provided by Bill Harrop's "Original" Balloon Safaris / Tour Operator under this Agreement as described in point 3 (Services).

1.2 References to any person(s) shall include bodies corporate and unincorporated, associations, firms and partnerships. Words denoting the singular shall include the plural, words denoting any gender shall include any other gender and references to clauses, subclauses and schedules are, unless otherwise stated, to clauses and sub-clauses of and schedules to this Agreement.

2. GENERAL

2.1. This Agreement between the named parties above will commence on the Commencement Date specified above and will continue in full effect until terminated in writing by either party, as described in clause 14 (Termination/Expiry of Agreement) of this Agreement.

2.2. All Services and arrangements shall be provided directly by the Parties and/or his employees and third parties appointed (subcontractors) by the Supplier ("sub-contractors"). Where either Party appoints or uses a sub-contractor or other supplier in the provision of the Services, the Supplier shall ensure that such person(s) agree to these terms and conditions in writing. The Supplier's appointment of a sub-contractor shall not relieve the Supplier from any of the Supplier's obligations under this Agreement and the Supplier shall be responsible for the acts and omissions of any sub-contractor howsoever arising.

2.3. This Agreement shall apply to all Services supplied by either Party on or after Commencement Date.

2.4. Where the Parties have signed each other's agreements with the same Services, in the event of any conflict or ambiguity, the terms of this Agreement shall always take precedence. Furthermore, this Agreement shall always supersede and take precedence over any other agreement, terms and conditions or other such document provided by the Tour Operator and relating to the same Services/subject matter, whether the documents have been signed and/or it is dated on or after the date of this Agreement.

3. SERVICE/S

3.1 Services provided by Bill Harrop's "Original" Balloon Safaris

The following services are provided, with this agreement:

- Reservation assistance.
- Invoicing
- Experienced Pilot and crew to facilitate the hot air balloon flight.
- In the event of a cancelled flight, the reservations team will provide the Tour Operator with a cancellation mail.
- Hot air balloon flight with the following inclusions:
    - Tea/coffee/hot chocolate at check-in.
    - Shared hot air balloon flight of approximately 60 minutes.
    - Sparkling wine and orange juice after the hot air balloon flight for passengers.

  - Shared transfer from the landing site to Clubhouse Pavilion.
  - Buffet Breakfast (self-service) at Bill Harrop's "Original" Balloon Safaris Clubhouse Pavilion.
  - Citation of Bravery for passengers.
- Annual review of Agreement and Rates between Bill Harrop's "Original" Balloon Safaris and the Tour Operator.

3.2 Services provided by The Tour Operator

- The Tour Operator is to provide all the required passenger details in line with clause 7 (Information required to proceed with a reservation).
- Reservation liaison from the Tour Operator assigned for the anticipated hot air balloon flight.
- Payment of invoice/s by the Tour Operator, for service, in line with stipulated deadlines of this agreement.
- Liaise and promote hot air balloon flights to affiliated third-party agents and interested parties.
- Annual review of Agreement and Rates between Bill Harrop's "Original" Balloon Safaris and Tour Operator.

3.3 Changes to Contracted Services

3.3.1. The Tour Operator will notify Bill Harrop's "Original" Balloon Safaris in writing of any alteration, suspension, deficiency, failure or other change of any nature whatsoever in respect of any part of the Services, whether temporary or otherwise, within 24 hours of the problem occurring whether or not it is continuing.

The Tour Operator undertakes to take all reasonable steps to remedy the problem immediately and restore the Services to those originally contracted and shall be solely responsible for bearing the full amount of any costs incurred in doing so.

3.3.2. If any reservation option or request cannot be honoured, both Parties will advise in writing that the services cannot be provided, and the reservation will be released.

3.3.3. Bill Harrop's "Original" Balloon Safaris will notify The Tour Operator, in writing of any alteration, suspension, deficiency, failure or other change of any nature whatsoever in respect of any part of the Services, whether temporary or otherwise, within 24 hours of the problem occurring whether it is continuing. At no time will the Tour Operator claim compensation, liability or damages against Bill Harrop's "Original" Balloon Safaris for failure to deliver services as agreed in this clause.

Bill Harrop's "Original" Balloon Safaris undertake to take all reasonable steps to remedy the problem immediately and restore the Services to those originally contracted.

4. INDEMNITY

4.1. The parties agree that the indemnity contained within this clause shall expressly cover the actions and omissions of each Party irrespective of whoever was at fault or in breach of its obligations under this Agreement or any applicable governing laws, standards or regulations.

4.2. Without prejudice to any other provision in this Agreement, the Tour Operator hereby agrees to indemnify Bill Harrop's "Original" Balloon Safaris for the full amount of all damages, expenses, losses, compensation, demands, actions, liabilities, fines costs (including reasonably incurred legal costs whether own legal or external counsel) and/or any other sum of whatever nature which can be incurred or pays to any Clients, employees, agents and/or representatives and/or any third party or authority (whether according to any Court Order or by way of any settlement which Bill Harrop's "Original" Balloon Safaris, acting reasonably in all the circumstances including the costs, risks and time involved in fighting any claim, agrees to pay or otherwise), as a result directly or indirectly in whole or part of:

(a) any breach, or negligent performance or non-performance, of any nature whatsoever by any Party of their obligations expressed or implied under this Agreement and/or any act(s) and/or default(s) of a Party and/or any person(s) provided or used (directly or indirectly) by a Party.
(b) any failure of a Party to reach the standard agreed with Bill Harrop's "Original" Balloon Safaris or otherwise required by law to include by way of example and by no way of limitation, any failures or deficiency in the standard or quality of the property/Services provided,
absence or alteration of any facilities or Services or lack of cleanliness, hygiene or safety for any reason for any period.
(c) any claim received by Bill Harrop's "Original" Balloon Safaris which relates to the Services or other services delivered by the Party or otherwise relates to the acts or omissions of either Party.
(d) any breach of the national or international data protection legislation or other applicable law or regulation by the Tour Operator.
(e) any claim made against Bill Harrop's "Original" Balloon Safaris for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with this Agreement, the Intellectual Property Rights or the Services.

4.3. This indemnity shall survive termination (for any reason) or expiry of this Agreement.

5. RATES:

The 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 Organizers* 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 Organizers must have:

- a valid Tour Operator Contract indicating the commissionable rate,
- and the validity period,
- and completed and signed by both parties.

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

Unfortunately, we do not have "FOC" (free of charge) for hot air ballooning as every passenger adds weight and loading to the balloons which in turn leads to the additional consumption of gas and other consumables. Therefore, every passenger is subject to payment for their space on a flight.

6. DISCLOSURE OF INFORMATION REQUIRED TO DELIVER THE SERVICE.

The Tour Operator acknowledges and agrees to provide Bill Harrop's "Original" Balloon Safaris with accurate and complete information (clause 7: Information required to proceed with a reservation) when making passenger reservations. This information includes but is not limited to passenger names, contact details, and any relevant medical or special requirements. Failure to provide accurate information may result in Bill Harrop's "Original" Balloon Safaris refusing to make the booking, declining to take passengers on the day of the flight, or initiating a review of the agreement between the Tour Operator and Bill Harrop's "Original" Balloon Safaris. The Tour Operator, and all affiliated representatives, understand that accurate information is essential for the safe and efficient delivery of services and agrees to cooperate fully in this regard.

7. INFORMATION REQUIRED TO PROCEED WITH A RESERVATION:

7.1 The Tour Operator undertakes to provide the below information to proceed with a reservation.

- The preferred flight date.
- Each passenger's first name, surname and weight in kgs.
- Contact the cell phone number of the lead passenger (not the agent – we require the party leader's contact details for the morning of the flight).
- The contact details of the booking agent.
- If this is a special occasion or secret for anyone in the group/party.
- Will there be children in the party? Each child's age/s, weight/s and height/s?
- Invoice details (for the company), if requested.
- If it is a GROUP BOOKING: the GROUP LEADER'S NAME, CONTACT NUMBER.
- If there are any DIETARY REQUIREMENTS (i.e. vegetarian, non-alcohol etc)

7.2 Only once Bill Harrop's "Original" Balloon Safaris has all the above information, will a provisional reservation be generated for the Tour Operator. Bill Harrop's "Original" Balloon Safaris will send a provisional reservation by e-mail and attach the invoice for payment.

7.3 Provisional reservations cannot be processed and invoiced without the passenger's information.

7.4 As per the Terms and Conditions, Bill Harrop's "Original" Balloon Safaris requires **full pre-payment 7 days before the date of departure to confirm the flight.**

Should payment not be completed 7 business days before the date of departure, then the reservation will be released and cancelled. Please refer to the terms and conditions as well as the Agent/Tour Operator Agreement on expected booking and payment timelines.

Should a reservation be received within *the 7-business day period*, immediate payment (within 24 hours) is required to confirm the flight.

8. CHILDREN PASSENGERS

8.1 This revised version aims to maintain clarity and professionalism while emphasizing the importance of safety measures for child passengers.

8.2 Children passengers are defined as individuals between the ages of 7 and 11 years old. Ensuring passenger safety is Bill Harrop's "Original" Balloon Safari's paramount concern, thus specific regulations regarding children are in effect:

- **Children must be at least 7 years old and meet a minimum height requirement of 1.3 meters** to participate in a hot air balloon flight.
- **Both the height and age requirements** will apply for children passengers to participate.
- A **parent or guardian must accompany children** for the duration of the activity.
- Please inform Bill Harrop's "Original" Balloon Safaris, at the time of booking, regarding the number of children in the party, along with **their respective ages, heights, and weights**.
- The **pilot retains the right to decline loading children deemed too small for safety reasons** onto the hot air balloon.
- Children **passengers will undergo a height measurement at check-in on the morning of the flight** to ensure compliance with the minimum height requirement. If a child is deemed unable to safely participate in the hot air balloon activity due to height restrictions, the flight ticket will be forfeited and deemed non-refundable or re-bookable.

9. INVOICING

9.1 Invoicing to the Tour Operator

Should a booking request be received from the *Tour Operator (and all subsidiaries) the* company will be invoiced for the activity (not the client/passenger directly).

The contracted Tour Operator will receive the invoice for the corresponding rate (as per the below rate schedule) for the provisional reservation; the tour operator rate/s are inclusive of any/all commission payments.

9.2 Commission paid to the Tour Operator

No outstanding commission invoice will be accepted more than 14 business days after the flight.

10. DEPOSIT POLICY

10.1 Deposit Terms for the Tour Operator:

The **full and final payment is required 7 business days before the date of departure**. If the booking is made less than 7 business days before arrival, full payment is required before the close of business on the day of the reservation.

10.2 Deposit Terms for the Tour Operator:

The full and final payment is **required 7 business days before the date of departure**.

- **Long lead bookings** (More than 3 months before arrival): 25% deposit 14 business days from booking a date with the balance payable 30 business days before arrival.

- **Deposit Terms Wholesale Leisure Groups 6 + guests:** 50% deposit within 7 business days from booking a date with the balance payable 30 days before arrival. (If the booking is made less than 30 days before arrival, full payment is required immediately).

11. PAYMENT AND PAYMENT METHODS

Full and final payment is required 7 business days before the date of departure.

11.1 Payment Methods:

We only accept the following method of payment:

1. South African bank to South African bank transfer in Rands (EFT)

   No SWIFT payments or international payment transfers are accepted.

11.2 Payment via EFT / Business Accounts

Please ensure that all required documentation is requested and completed before the 7-day threshold. Reservations cannot be held pending payment processing. Failure to complete payment within the specified timeline may result in the release and cancellation of the reservation.

11.3 Refunds in the event of cancellation due to unsafe flying conditions

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 14 business days of confirmation of banking details.

12. WEATHER-PERMITTING

12.1 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.

12.2 Hot air ballooning is **subject to safe flying conditions**.

13. CANCELLATION POLICY

13.1 Postponements and Cancellations by the Tour Operator/client/passenger:

If any element of the tour is cancelled by the passenger or Tour Operator, or if a participant does not arrive at the agreed location at the specified time to take up any element of a booking, that element will also be considered as “cancelled by the passenger” and any pre-payment will be forfeited. 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.

13.2 Postponement and Cancellation by Bill Harrop’s “Original” Balloon Safaris:

Should any element of any hot air balloon flight package be postponed or cancelled by Bill Harrop's "Original" Balloon Safaris, 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 (approximately 16 hours before the time of departure).

Hot air ballooning is subject to safe flying conditions. 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. The Traditional package is fully refundable. All flight tickets will be valid for 12 months from the original date of payment received.

13.3 No-show policy:

Guests who arrive late will be regarded as "No show" as the flight cannot be delayed from departing at the pilot's discretion. If a passenger is a "non-arrival" for any of the pre-booked flight departures, the full flight amount for the flight ticket will be charged and forfeited.

14. TERMINATION/EXPIRY OF AGREEMENT

Rights and Duties after Termination:

Upon the termination (with or without cause) or expiration of this Agreement:

14.1 The parties agree to work together to develop means of communicating the termination of the Agreement to Tour Operator Participants and the public in general as deemed appropriate, in a manner that is factual and is designed to avoid, where possible, damage to either party's reputation or goodwill. All such communications shall be subject to mutual approval. Any Tour Operator flight/s scheduled to depart after the effective date of any termination will operate only if the Tour Operator and Bill Harrop's "Original" Balloon Safaris mutually agree.

14.2 Tour Operator shall immediately cease using Bill Harrop's "Original" Balloon Safaris / BHOBS Balloons name and trademarks.

14.3 Notwithstanding any other provision of this Agreement, the rights and obligations under Terms and Conditions, Special Terms & Conditions of Carriage for Frail, Challenged or Disabled Passengers, Fees, and Rights and Duties after Termination shall survive the termination of this Agreement.

14.4 The Tour Operator shall remain liable to Bill Harrop's "Original" Balloon Safaris for any fees accrued and other amounts accrued.

14.5 The term of this Agreement may be terminated by Bill Harrop's "Original Balloon Safaris" at any time on 28 days' notice for any reason or by either party at any time without advance notice, upon a Material Breach by the other party of any of its or their obligations hereunder; and

The material breach includes:

14.5.1. a material violation of this Agreement.
14.5.2. any act exposing the other party to liability to others for personal injury or property damage.

14.5.3. noncompliance with any of Bill Harrop's "Original" Balloon Safaris policies and procedures; or
14.5.4. in the event of any change of ownership or control of the Tour Operator; or
15.5.5. in the event of either Supplier's actual or anticipated financial failure.

15.6 The following provisions shall continue in force after termination

- Indemnity
- Client Complaints
- Proper Law
- Confidentiality
- Data Protection, and any other clause required to give effect to the intention of the parties shall continue in effect and be binding upon the parties.

16. DISREPUTE AND MISREPRESENTATION CLAUSE

16.1 Disrepute: The Tour Operator agrees not to engage in any activities or behaviour that could bring Bill Harrop's "Original" Balloon Safaris into disrepute. This includes but is not limited to, actions that may damage the reputation, integrity, or goodwill of the company.

16.2 Misrepresentation: The Tour Operator agrees not to portray the services and offerings of Bill Harrop's "Original" Balloon Safaris in a negative, unfavourable, or false light. This includes refraining from providing the public or clients with incorrect information regarding hot air balloon flights and associated services.

16.3 False Advertising: The Tour Operator agrees not to engage in false advertising or misleading the public in any way regarding the services provided by Bill Harrop's "Original" Balloon Safaris.

16.4 Unauthorized Use of Imaging and Logo: The Tour Operator agrees not to use the imaging and logo of Bill Harrop's "Original" Balloon Safaris in any manner that has not been authorized or consented to by the company.

16.5 Booking Requirements: The Tour Operator agrees to adhere to all requirements for making bookings with Bill Harrop's "Original" Balloon Safaris. This includes providing accurate passenger information at the time of reservation.

Termination: *Any violation of the above clauses may result in the termination of the Agent/Tour Operator Agreement between the Tour Operator/Agent and Bill Harrop's "Original" Balloon Safaris. Decisions regarding termination will be made by the Management Team of Bill Harrop's "Original" Balloon Safaris and shall be final.*

17. PUBLIC DISPLAY OF IMAGES AND FOOTAGE

Only contracted, *bona fide*, agents are affiliated with Bill Harrop's "Original" Balloon Safaris and are extended concessions for the *public display, publication and/or distribution* of rates and packages.

Unlike *creative images and videos* taken by the public, **company-owned images and videos have restrictions on their usage**.

Restricted Uses:

a. No Unlawful Use. You may not use content in a pornographic, defamatory or other unlawful manner, to promote violence or hatred, or in violation of any applicable regulations (including for sports content, any restrictions or credentials issued by a sports league or governing body) or industry codes.
b. No Alteration of Editorial Content. Content marked "editorial" or "intended for editorial" may be cropped or otherwise edited for technical quality, provided that the editorial integrity of the content is not compromised, but you may not otherwise alter the content.
c. No Standalone File Use. You may not use content in any way that allows others to download, extract or redistribute content as a standalone file (meaning just the content file itself, separate from the project or end use).
d. No Sensitive Use Without Disclaimer. If you use content that features models or property in connection with a subject that would be unflattering or unduly controversial to a reasonable person (for example, sexually transmitted diseases), you must indicate: (1) that the content is being used for illustrative purposes only, and (2) any person depicted in the content is a model. For example, you could say: "Stock photo. Posed by model." No disclaimer is required for content marked "editorial" or "intended for editorial" that is used in a non-misleading editorial manner.
e. No False Representation of Authorship. You may not falsely represent that you are the original creator of a work that is made up largely of licensed content. For instance, you cannot create artwork based solely on licensed content and claim that you are the author.

Any unlawful and prohibited usage of company-owned images for publication will be prosecuted to the extent of the copyright statute and law.

18. FORCE MAJEURE

Bill Harrop's "Original Balloon Safaris & the Tour Operator shall be excused from the performance of their respective obligations and services under this Agreement where circumstances amounting to "force majeure" occur, for as long as such circumstances last and affect contractual performance.

For this Agreement "force majeure" shall mean unusual and/or unforeseeable events, beyond the control of the party seeking to rely on them, including, but without limited to:

18.1.1. flood, drought, earthquake, extreme weather or other natural disaster.

18.1.2. epidemic, pandemic or significant risk to human health such as the outbreak of disease (including but not limited to COVID-19 and any disease caused by a new strain of the coronavirus);

18.1.3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations.

18.1.4. nuclear, chemical or biological contamination or sonic boom.

18.1.5. any law, guidance or advice issued, or any other action taken by a government (local or national) port, border, river and/or aviation authority (local or national) or other public authority.

18.1.6. collapse of buildings, fire, explosion or accident.

18.1.7. interruption or failure of utility service.

18.2. In the event of force majeure, the party seeking to rely on clause 14 must:

18.2.1. give immediate notice to the other party by email stating the nature of the event and its likely duration and the effect of the force majeure event on its ability to perform any of its obligations under this Agreement.

and

18.2.2. use all reasonable endeavours to mitigate the effect of the force majeure event on the performance of its obligations.

18.3. Without prejudice to any other rights or remedies of Bill Harrop's "Original" Balloon Safaris and notwithstanding any other provision of this Agreement, in the event of: (i) a force majeure event; (ii) unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity; (iii) unavoidable and extraordinary circumstances which significantly affect the performance of the Services and/or the carriage of Clients to the destination and/or make it impossible for Clients to travel safely to the destination; or (iv) Client(s) being unable to travel to or complete or use the Services of either Supplier due to a force majeure event, then:

18.3.1 Bill Harrop's "Original" Balloon Safaris shall be entitled to:

10.3.1.1 cancel any Services or bookings made under this Agreement; and/or

10.3.1.2 terminate this Agreement, in each case with immediate effect without incurring any penalty, charge or liability whatsoever; and

18.3.2. The Tour Operator shall refund in full all deposits and any other payments received by the Supplier or deemed to have been received by the Supplier concerning the affected Services or booking(s) within seven (7) days of the occurrence of notice of cancellation.

18.3.3. All amounts due under this Agreement from the Tour Operator to Bill Harrop's "Original" Balloon Safaris shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

19. RATES

19.1 Schedule A: Magalies River Valley – *sharing with other passengers*

MAGALIES RIVER VALLEY	Period: 1 November 2026 - 31 October 2026 *Prices are subject to change.* ***Sharing** with other passengers* ***Rates quoted per person**.*	
	Public Rate *(The published rate at the time)*	**Tour Operator / STO Rate** *per person*
Regular rate	R3,895	**R3,505.50**
Group of 6 +	R3,745	**R3,370.50**
Group of 12 +	R3,645	**R3,280.50**
Group of 24 +	*Available On Request*	
Group of 48 +		
All the above rates are quoted in SA Rands and rates and are per person. *The above rates INCLUDE VAT at the current rate of 15%* *Minimum number required: 4 guests which can be from 2 or 4 individual sources.*		

Magalies River Valley – *exclusive balloon*

MAGALIES RIVER VALLEY	Period: 1 November 2025 - 31 October 2026 *Prices are subject to change.*	
	• *Exclusive balloon for 2 passengers only.* • ***The final quotation is subject to the number of passengers and the combined weights of the passengers.***	
	Public Rate *(The published rate at the time)*	**Tour Operator / STO Rate**
Regular rate	R13,400.00 p/couple	**R12 060.00 p/couple**
All the above rates are quoted in SA Rands and rates and are per couple only. *The above rates INCLUDE VAT at the current rate of 15%* *Minimum number required: 2 guests for a private balloon flight.*		

19.2 Schedule B: Mabula Game Lodge and Spa

Mabula Game Lodge	Period: 1 November 2025 - 31 October 2026 *Prices are subject to change.*	
	Flight is shared with other passengers – not exclusive flights. ***A minimum of 6 passengers is required to justify a flight.***	
	Public Rate *(The published rate at the time)*	**Tour Operator / STO Rate** *per person*
6 or more passengers	R6 550.00 p/p	**R5,895.00 p/p**
12 or more passengers	R6 480.00 p/p	**R5,832.00 p/p**
32 or more passengers	*Available On Request*	
All the above rates are quoted in SA Rands and rates and are per person. *The above rates INCLUDE VAT at the current rate of 15%* *Minimum number required: 6 passengers*		

20. PUBLISHED RATES

The Company, BHOBS Balloons (trading as Bill Harrop's "Original" Balloon Safaris), reserves the right to promote its services and products at any rate deemed suitable, at its sole discretion.

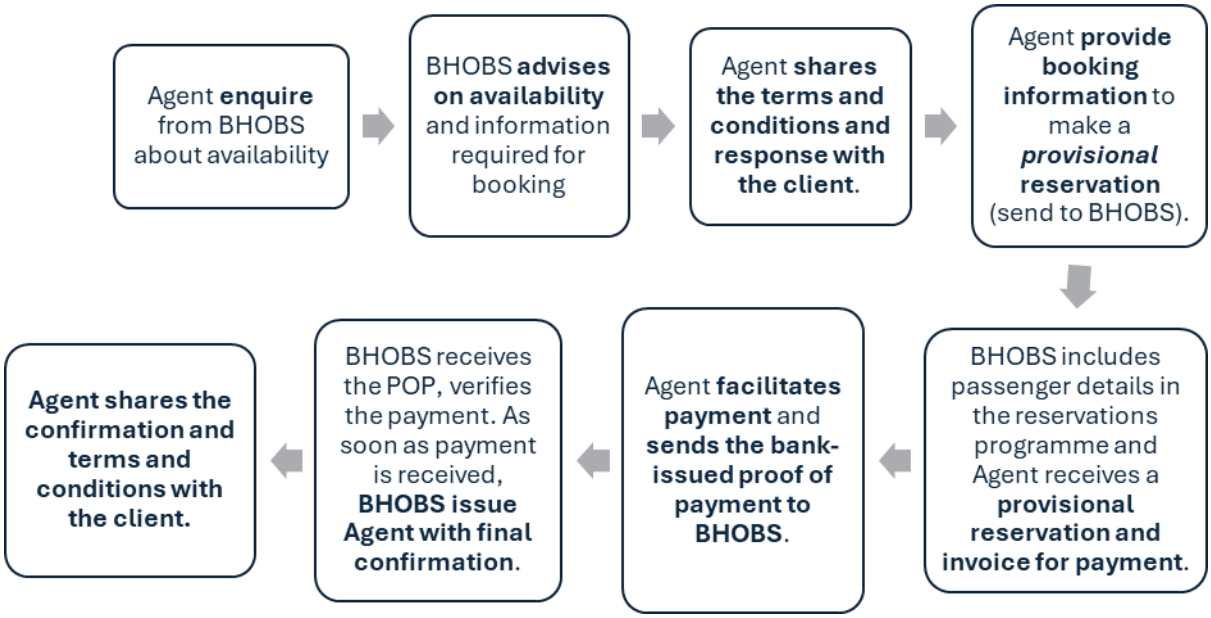
- Tour Operators acknowledge and agree that they are not entitled to commission on any *promotional rates* offered by Bill Harrop's "Original Balloon Safaris" published outside of this agreement.
- Tour Operators are obligated to adhere strictly to the contracted rates for the specific period. No exceptions will be made to these contracted rates.
- It is within the discretion of Bill Harrop's "Original" Balloon Safaris to determine and promote the rates for flight tickets and/or any subsidiary services. Tour Operators are expressly prohibited from utilising any discounted published rates unless explicitly authorised by the Company.

21. DOCUMENTATION REQUIRED FOR COMMISSIONED RATES

Please provide us with the

- Completed and valid Agent/Tour Operator Agreement for the current period.
- Bank confirmation letter.

22. BOOKING PROCESS / STEPS:



For Confirmation, refer to point 23.

23. CONFIRMATION

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

- on receipt of the full and final pre-payment (or the furnishing of the required irrevocable guarantees) seven (7) business 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 Bil Harrop's "Original" Safaris Management Team, about any booking or series of bookings.

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

23.2 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 business days before the departure date.

On effecting payment by a bank deposit or transfer, the Agent is required to urgently e-mail a copy of the relevant transaction documentation to the address provided.

23.3 The onus rests with the Agent to ensure delivery of any payment, and the Agent must therefore reaffirm the delivery of payment with us (the Operator) should he/she not receive an acknowledgement, or relative communication from Bill Harrop's "Original" Balloon Safaris, within 2 business days of it being affected.

24. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the Tour Operator and Bill Harrop's "Original" Balloon Safaris and any other terms, conditions, performance criteria,

guarantees or prior representations whatsoever (whether written or oral) shall be of no effect unless expressly incorporated herein.

Each party acknowledges that it has not entered into this Agreement in reliance on any statement or representation of the other parties except to the extent that such statement or representation has been incorporated in this Agreement. Nothing in this Agreement shall limit or exclude either party's liability for fraud or fraudulent misrepresentation.