

# GENERAL FINANCIAL TERMS AND CONDITIONS

As from 1<sup>st</sup> January 2010

1. Our Quoted Rates Include VATax at the CURRENT RATE of 14% and may be commissionable to approved, bona fide Travel Agents, Tour Operators and Conference Organisers at confidential contracted percentages.
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 is either re-booked or the pre-payment refunded.
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 and respect for the community 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 will be refunded.
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 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 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 ourselves in relation to any particular booking or series of bookings.
9. An Invoice or a Pro-Forma Invoice will be e-mailed or faxed to the purchaser on request and the original will be mailed.
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 fax or 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 seller) 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 shall not constitute a waiver of any past or future rights of the Supplier.
16. 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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**Note: The bonafides of Bill Harrop's "Original" Balloon Safaris CC.**

can be obtained from: The Southern Africa Tourism Services Association (SATSA)

We have been a Member since 1981 ( Membership No.116)

Bill Harrop is also a member of the Johannesburg Chapter of SKÅL International.