

## **Balloons Over Brisbane Terms & Conditions:**

Important:

**You should ensure that all passengers included in your booking have been made aware of the following conditions.**

Terms and Conditions apply to all flight booked and/or gift voucher purchases made with Balloons Over Brisbane, its agents or representatives. Your acceptance of these conditions is a term of supply of the Services. By booking or rescheduling a flight or purchasing a gift voucher you are accepting supply of the Service, you are agreeing to be bound by these conditions. If you do not accept these conditions you should contact Balloons Over Brisbane immediately and prior to accepting supply of the Service.

\* Full payment required no less than 1 week before flight unless credit card is used as Security. Those booking within the 1 week period before flight; will in most cases be required to supply credit card details as Security.

### **1. Liability**

Under no circumstances will Balloons Over Brisbane be liable for direct, indirect, consequential or incidental damages including but not limited to lost or damaged property, lost profits or savings or damages for disappointment.

Balloons Over Brisbane may arrange for the hot air ballooning to be performed under a 'code-sharing' arrangement, i.e. it may subcontract another ballooning company to provide you with your flight. In such instances, Balloons Over Brisbane accepts no liability in connection with such services or for any loss, injury, or damage to or in respect of any person or property. Balloons Over Brisbane reserves the right to alter contents of products and location when deemed necessary. Balloons Over Brisbane does however warrant providing services of equal value.

### **2. Cancellation, changes or rescheduling of a pending Flight Booked**

If you choose/need to Cancel, change or reschedule you're pending flight fees and conditions may apply:

Changes are permitted provided they stay within the terms of our company policy.

- Increasing your passenger number is permitted provided ample passenger and weight space is available.
- Decreasing your passenger number may incur a cancellation fee.
- Choosing to cancel entire booking if Balloons Over Brisbane is not able to accommodate your changes is subject to our cancellation fee applicable to your booking.
- If you fail to show up for your flight you will lose the entire cost of your flight; you may send someone else in your place provided they are of similar weight to you, if not you must advise Balloons Over Brisbane at least 24 hours prior to the flight.

The person who made the booking and whose name it is in, is responsible to Balloons Over Brisbane for all cancellation Fees.

Cancellation Fee (1 - 4 passengers):

- Cancelling or rescheduling within 96 hours of your booked flight and we are not able to replace you; will incur a 50% cancellation fee. Gift Vouchers will be rendered invalid.
- Cancelling, rescheduling within 48 hours of your booked flight and Balloons Over Brisbane is not able to replace you; will incur a 100% cancellation fee.
- Failing to show up for your flight you will forfeit entire cost. Lateness is not an excuse.

Cancellation Fee (5 plus)

- Cancelling or rescheduling within 7 days (1 week) of your booked flight will incur a 100% cancellation fee. **Gift Vouchers will be rendered invalid.**
- Any member of the group failing to show up for the flight will incur a 100% cancellation fee. Lateness is not an excuse.

\* No Penalty is incurred if; Balloons Over Brisbane due to weather conditions or other unforeseen circumstances cancel flight.

### **3. Agent Bookings**

Bookings made via an agent may be subject to terms and conditions separate to those of Balloons Over Brisbane. You are advised to determine if these conditions are acceptable before arranging a booking via an agent.

### **4. Gift Vouchers**

All Gift Voucher are valid at their **purchase value** for a period of 6 months from date of purchase. All Vouchers are dated with the 1st of the 7 month after purchase. **Up to and including 31st July 2012 but not beyond.**

Gift Vouchers are transferrable, Non-Refundable in part or in full; and subject to Cancellation Fee ([See Section 2](#)). Cannot be redeemed for cash.

#### **If the Flight is cancelled.**

- Balloons Over Brisbane; while owned and operated by Will Paul, will honour an expired voucher at its **purchase value**, while ever the holder of said voucher, continues to reschedule within a reasonable time frame between each reschedule, until they have a successful flight. If in that period, our prices increase and said holder has not rescheduled for an extended period (we reserve the right to evaluate the extended period on a case by case basis) then said receiver may be required to pay said price increase amount.
- Rescheduling a flight is the responsibility of the holder of said Voucher.
- **Redemption of Gift Voucher beyond 31st July 2012 will not be available.**

## **5. Weather; Safety; Staffing & Mechanical Conditions**

Hot air ballooning is weather dependent. Wind direction, wind speed, lack of wind and other variables such as rain, low cloud and/or fog. Passenger safety and comfort are highest on Balloons Over Brisbane's priority list. If conditions are considered unsafe or not suitable for flying by Balloons Over Brisbane; the flight may need to be cancelled. Flights may also be postponed due to less than minimum passenger numbers being achieved.

Wind direction will always affect flight path, launch sites are determined on the day of flight and with intent of giving best view of the city possible, while still maintaining the safest flight path. It is not always possible to fly over the central business district (CBD) our flights may not always fly over the central business district (CBD/city area).

Our flight path is determined by the most up to date meteorological conditions to ensure the safest possible flight for all concerned.

Flight cancellation may also be affected by mechanical or staff availability.

## **6. Rescheduling your Flight**

If your flight has been cancelled; please contact our office as soon as possible to reschedule your flight. If you choose not to or are unable to reschedule please contact our office to arrange a refund; if applicable.

- If you booked with an agent, please contact the agent directly to arrange refund per their applicable policies.
- If Credit Cards Details were quoted at time of booking, no refund is due as we do not debit credit cards until passengers fly. Details are used as security covering our Cancellation Policy ([See Section 2](#))
- Refunds are not applicable to Gift Vouchers. ([See Section 4](#))

## **7. Your Responsibility**

It is recommended you confirm your flight at least 72 hours before flight. You must ensure that you and other members of your party arrive at the designated meeting place prior to the advised meeting time. You would have been given these details at time of booking and must ensure all applicable passengers and breakfast guests are aware of these details. If you do not have this information, please contact Balloons Over Brisbane at least 24 hours before you flight.

Follow the Pilot & Crew Instructions: In the interests of safety, you undertake to follow the advice and instructions of the pilot and ground crew, comply with any local codes of conduct and act sensibly and prudently at all times. You also agree to indemnify Balloons Over Brisbane, its owner, officers and employees for all losses and/or damage arising from any act or default on your part or the part of a member of your party. Under no circumstances at any time during supply of the Flight should you or a member of your party be under the influence of drugs or alcohol, nor should you take medication that could affect or impair your judgment at this time.

Pre-existing Medical Conditions:

- Check with your medical practitioner if you have a pre-existing medical condition that may be affected by the physical nature of hot air ballooning.
- If pregnant you are responsible to inform Balloons Over Brisbane. \* Due to risks involved you are not permitted to fly if Pregnant.
- You agree to indemnify Balloons Over Brisbane, its owner, officers and employees against any incident related to your health occurring during or after supply of the Flight.

Any personal belongings such as cameras or video cameras or other such valuables are carried at own risk.

Items that cannot be carried on your body, will need to be left in our vehicle, Balloons Over Brisbane cannot be held responsible for any loss or damage.

Balloons Over Brisbane cannot be held responsible for any damage cause to clothing; light or white clothing is ill advised and high heels are not permitted.

## **8. Boarding Restrictions**

Alcohol cannot be carried in basket.

For Safety reason we do not carry passengers over 130kg

Children must be 8 years or older. Children must be able to see over the edge of the basket 1.3m unaided by object or person. In most cases they must be accompanied by a paying adult.

Passengers with disabilities are able to fly; though C.A.S.A does impose some restrictions:

- All passengers are able to embark and disembark a balloon basket unassisted.
- For their safety and that of their fellow passengers they must be able to follow the pilots directions as required.

Flight last for approximately 1 hour and passengers must be able to stand for that time and be able to adopt the crouched landing position for landing. No wheelchair facilities are available.

Pregnancy: Women at any stage of their pregnancy are not permitted to fly.

Flying after Diving: Passengers are not permitted to fly within 24 hours of completing a single no-decompression dive, within 48 hours of a series of decompression dives or within 7 days of any dives requiring decompression or any technical (mixed gas) dives.

Goldbend Pty Ltd trading as Balloons Over Brisbane ABN 79 010 924 179

Terms and conditions subject to change without notice.