

BALLOON FLIGHTS OVER MELBOURNE Pty Ltd trading as BalloonMan

TERMS & CONDITIONS

Balloon Flights Over Melbourne is an Australian business and all prices displayed are in Australian Dollars (AUD) only.

Important:

Please ensure that all members of your party have been made aware of the following terms and conditions.

Terms and conditions apply to all flights booked and/or vouchers purchased from Balloon Flights Over Melbourne, its agents or representatives. Your acceptance of these conditions is a term of supply of the Services.

By booking, re-scheduling a flight, or purchasing a voucher, you are accepting supply of the Service, and you are agreeing to be bound by these conditions. If you do not accept these conditions, you should contact Balloon Flights Over Melbourne immediately and prior to accepting supply of the Service.

* To secure your booking, please call Balloon Flights Over Melbourne and quote supplied Voucher Number.

1. Definitions

Service refers specifically to the hot air ballooning mentioned on this documentation and generally to the range of products offered by Balloon Flights Over Melbourne through Neat Ideas, including customised activities arranged by agreement. Service Operator refers to Balloon Flights Over Melbourne or any independent contractor supplying/delivering the services to you under the terms of your Agreement with Balloon Flights Over Melbourne.

2. Liability

Under no circumstances will Balloon Flights Over Melbourne 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.

Balloon Flights Over Melbourne 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, Balloon Flights Over Melbourne accepts no liability in connection with such services or for any loss, injury, or damage to or in respect of any person or property. Balloon Flights Over Melbourne reserves the right to alter contents of products and location when deemed necessary. Balloon Flights Over Melbourne does however warrant providing services of equal value.

1. Cancellation, changes or re-scheduling of a pending flight booked

If you choose/need to cancel, change or reschedule your pending flight, certain fees and conditions may apply:

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

Increasing your passenger numbers is permitted provided ample passenger space and weight allowance is available.

Decreasing your passenger numbers within 7 business days of a booked date may incur a cancellation fee.

Choosing to cancel your entire booking if Balloon Flights Over Melbourne trading as BalloonMan 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 Balloon Flights Over Melbourne trading as BalloonMan a minimum of 3 full business days prior to the flight. Saturdays/Sundays and Public Holidays are not considered business days.

Passengers are advised to make their own insurance provisions in case of unforeseen circumstances including being unable to fly due to illness. Under no circumstances will flights be refunded or re-scheduled if passengers cancel or do not show for their ballooning experience on the morning of the scheduled flight.

All passengers named on Ticket, are responsible to Balloon Flights Over Melbourne trading as BalloonMan for all cancellation Fees.

Cancellation Fee (1-3 passengers):

Cancelling, re-scheduling your booking four (4) or five (5) full business days prior to your flight will incur a \$50.00 per person fee.

Cancelling, re-scheduling within three (3) full business days of your booked flight will incur a 100% cancellation fee.

Failure to show up for your flight, you will forfeit entire cost. Lateness will not be accepted as an excuse.

Cancellation Fee (4-10 passengers):

Cancelling, re-scheduling your booking six (6) or seven (7) full business days prior to your flight will incur a \$50.00 per person fee.

Gift Vouchers will be rendered invalid.

Cancelling, re-scheduling within five (5) full business days of your booked flight will incur a 100% cancellation fee.

Any member of the group failing to show up for the flight will incur a 100% cancellation fee. Lateness will not be accepted as an excuse.

A business day does not include weekends or public holidays.

“NO SHOWS” WILL NOT BE REFUNDED OR RE-SCHEDULED – Under any Circumstances

*** No Penalty is incurred if; Balloon Flights Over Melbourne cancels a flight due to weather conditions or other unforeseen circumstances.**

2. Agent Bookings

Bookings made via an agent or 3rd party may be subject to terms and conditions separate to those of Balloon Flights Over Melbourne trading as BalloonMan.

You are advised to determine if these conditions are acceptable before arranging a booking via an agent.

3. Flight Tickets, Vouchers and Discounted Tickets

All Flight Tickets, Vouchers and Discounted Tickets are valid at their purchase value for a period of 12 months from date of purchase.

Gift Vouchers and Discounted Tickets are transferable and are valid only for the period indicated thereon.

Gift Vouchers and Discounted Tickets are non-refundable in part or in full; and cannot be redeemed for cash, and they are subject to our cancellation policy.

(See Section 1)

Gift Vouchers are only valid once fully paid for by the purchaser or distributor.

Gift Vouchers will only be dispatched once they have been fully paid for, unless prior arrangements have been made and agreed to by both parties.

It is the responsibility of either the purchaser or the receiver to ensure gift vouchers are used within the valid period of said voucher. Balloon Flights Over Melbourne trading as BalloonMan takes no responsibility, if your flight is cancelled due to weather or insufficient passenger numbers and your voucher has subsequently expired.

Expired Flight tickets, Vouchers or Discounted Tickets will not be booked for a flight or refunded if they are left unused for a period longer than twelve months from the last unsuccessful attempt.

Tickets held for longer than 6 months after purchase date can be redeemed for a flight however cannot be redeemed in part or in full for cash.

We reserve the right to charge an administrative fee commensurate with the time spent by our office staff on processing original purchase, making bookings, confirming flight dates and flight arrangements, processing refund transactions.

Discount Offers cannot be used in conjunction with any other discounted offers or deals.

We offer a 50% off deal for passengers wishing to fly with us a second time. This offer is valid for passengers who have already flown with us and applies to bookings made for a flight to occur within twelve months of their original flight. Each passenger using this offer must be accompanied by a passenger paying full fare for an equivalent flight package.

4. Cancelled Flights

Tickets/Vouchers remain valid for a flight for a period of 12 months from the date of purchase. If your flight does not proceed due to inclement weather or insufficient passenger numbers, we will hold your payment in credit for a flight anytime in the initial twelve-month validity period. Refunds will only be offered within the first 6 months of the validity period. Gift Vouchers and Discounted tickets including seasonal specials are 100% non-refundable.

Should you wish to re-validate an expired Ticket or Voucher beyond the original 12 month validity period, there are 3 options available.

Option 1: You may choose to go on "Standby" – we will offer you the opportunity to fly with us where we have available spaces. "Standby" flights will most likely be at very short notice. (less than 24 hours) We will only offer two "Standby" flights.

Non-acceptance of both opportunities will render tickets null and void (no further extensions are made available).

Option 2: You may Purchase a new Premium Package ticket, equal to the number of expired tickets, or passengers to fly with expired ticket holders. In this situation, we will happily extend the expired voucher/s fee free for 3 months.

Option 3: Pay an extension Fee (see below)

Balloon Flights Over Melbourne trading as BalloonMan will happily extend expired vouchers/tickets. Extension payments must occur within 12 months of the original expiry date of the ticket/voucher, and will be valid only from date of expiry of voucher and for the chosen period only.

1 Month Extension: \$40.00 per voucher/ticket/person.

3 Months Extension: \$120.00 per voucher/ticket/person.

6 Months Extension: \$240.00 per voucher/ticket/person.

– A fee free extension will only apply to extended vouchers/tickets if at least 3 genuine attempts to fly have been made during the extension period and will only be extended for the same period as the original extension.

– If you have made a reasonable attempt to take your flight, (we define a “reasonable attempt” as 3 or more genuine bookings) during the initial 12-month validity period of your ticket, and Balloon Flights Over Melbourne trading as BalloonMan has cancelled your flights due to weather conditions or insufficient passenger numbers, payment of extension fees will not be required.

– Expired tickets will be extended for a period of 3 months from the original expiry date of ticket, at no additional cost under these circumstances. You must have 3 genuine attempts to fly with us during this Fee Free extension period, to receive any further Fee Free extensions.

– Should the ticket not be used within the no-cost extension period, payment of an extension fee will be required to re-validate the ticket. *Additional conditions may apply.

– Your scheduled flight must be cancelled by Balloon Flights Over Melbourne trading as BalloonMan, to qualify as a genuine attempt.

Although Balloon Flights Over Melbourne trading as BalloonMan may contact you to offer available dates to re-book or re-schedule your flight after a cancelled attempt, it is the ticket holder’s responsibility to re-schedule/re-book your flight within the validity period.

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 or insufficient passenger numbers may require us to cancel a flight.

Passenger safety and comfort are highest on our priority list. If conditions are considered unsafe or unsuitable for flying by our Chief Pilot, the flight may be cancelled.

PLEASE NOTE: Flights may also be postponed due to less than minimum passenger numbers being achieved.

Wind direction will always affect our flight paths, our launch sites are determined on the morning of the flight and with the intention of giving our guests the best views available on the day.

Our flight path is determined by the most up to date meteorological information, to ensure the safest possible flight.

Flight cancellation may also be affected by mechanical issues, staff availability or passenger numbers.

6. Re-scheduling your Flight

If your flight has been cancelled; please contact our office as soon as possible to re-schedule your flight. If you choose not to or are unable to re-schedule please contact our office to arrange a refund; if applicable. Gift Vouchers and Discounted tickets including seasonal specials are 100% non-refundable.

If you have booked with an agent, please contact the agent directly to arrange a refund per their applicable policies.

Refunds are not applicable to Vouchers or Discounted seasonal tickets. Please re-book your flight prior to the last month of the ticket or voucher validity period, as it may take a few attempts before you achieve suitable weather conditions to fly with us.

7. Your Responsibility

Call our office on 1800 HOT AIR (1800 468 247) or +61 3 9427 0088 at the advised time, on the day before your flight to re-confirm all details, including wake-up call telephone numbers. We strongly recommend that you provide us with a back-up telephone number for the morning.

It is your responsibility to ensure the telephone numbers provided are current and in working order.

You must ensure that you and other members of your party arrive at the designated departure point prior to the advised departure time, you must ensure all applicable passengers and breakfast guests are aware of these details.

If you do not have the required information, please contact Balloon Flights Over Melbourne trading as BalloonMan at least 24 hours prior to your scheduled balloon flight.

8. 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 Balloon Flights Over Melbourne trading as BalloonMan, its owners, 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.

9. 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.

You agree to indemnify Balloon Flights Over Melbourne, its owners, officers and employees against any incident related to your health occurring during or after supply of the flight.

10. Personal Belongings:

Any personal belongings such as cameras or video cameras or other such valuables are carried at the owner's risk.

Items that need to be left in our vehicle: Balloon Flights Over Melbourne trading as BalloonMan cannot be held responsible for any loss or damage.

Balloon Flights Over Melbourne trading as BalloonMan cannot be held responsible for any damage caused to clothing; light or white clothing is ill advised, and high heels are not permitted.

11. Boarding Restrictions

Children must be 6 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 pilot's directions as required.

Flights last for approximately 1 hour and passengers must be able to stand for that period of time, and be able to adopt the landing position, as advised by the pilot-in-command, for landing. No wheelchair facilities are available.

*** If you are aware you are pregnant, please check with your doctor, before flying. You are still subject to our cancellation conditions.**

*** Alcohol cannot be carried in basket.**

12. 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.

Balloon Flights over Melbourne Pty Ltd trading as BalloonMan ABN 44 110 432 463

Terms and conditions are subject to change without notice.