

## TERMS AND CONDITIONS OF TRAVEL – BALLOON ADVENTURES HOLLAND

1. Itineraries are correct at the time of publishing and may differ slightly to those featured in provided information by e-mail. Occasionally our itineraries change as we make improvements based on comments from past travellers and our own research. If we are unable to utilize a product, service or activity detailed in our itinerary, a suitable alternative will be offered where possible. Itineraries may vary and/or attractions be substituted for any cause including seasonal conditions, weather extremes, natural disasters, and Conservation Reserve requirements.
2. Pricing is valid for travel commencing during the balloon season Rates are quoted in EURO's (European currency). Prices can be subject to change at the discretion of the Company.
3. Due to the extensive organization and limited capacity involved with our activities, a strict cancellation fee will be applicable to compensate for costs and lost revenue. Once a booking is made the following cancellation fees will apply:
  - a. Cancellation or amendment for non-group bookings more than:
    - i. 18 hours prior to tour departure: No cancellation fee
    - ii. 18 hours or less prior to tour departure: 100% cancellation fee
  - b. A cancellation or amendment for Group bookings prior to tour departure (a group is more than 4 guests in a single booking)
    - i. 14 days – 7 days prior to tour departure: 50% cancellation fee
    - ii. 7 days or less prior to tour departure: 100% cancellation fee
  - c. If you fail to join a tour, join it after departure, or leave it prior to its completion, no refund can be made.
  - d. We strongly recommend that you take out adequate travel insurance that will cover you in case of unforeseen circumstances that prevent you from joining your scheduled tour. We will be more than happy to provide evidence to your insurance company if you were unable to join us.
  - e. If a tour is not able to commence due to inclement weather, a full refund or alternate booking date will be offered.
  - f. No refunds will be given in the circumstances or in the event of any reasonable delay, curtailment or alteration of a trip resulting from any cause including severe weather conditions or mechanical failure. Components of trips are weather dependent and the Company cannot be held liable if trip components are not available on the day of travel.
  - g. Tours require a minimum number of guests to operate. Minimum guest numbers differ between tours are subject to change at any time. If a tour is cancelled due to minimum guest numbers not being reached, guests will be offered an alternate tour option or be provided with a full refund.
4. Although the Company has taken reasonable steps to provide our guests with a safe experience, certain risks are inherent in each activity and cannot be eliminated without destroying their unique character. These inherent risks can be the cause of loss of or damage to equipment, accidentally injury, and illness or in extreme cases, permanent trauma or death. The Company disclaims responsibility for the activities its clients choose to participate in, and these clients accept full responsibility for risks identified herein and any inherent risks not specifically identified. Any participation in any activity is purely voluntary and is at the sole election of the participant in spite of and with full knowledge of the inherent risks. You agree to take all prudent measures in relation to your own safety while on tour including, but not limited to, the proper use of safety devices (including seatbelts, harnesses and/or flotation devices) and obeying all oral or written warnings regarding health and safety. The Company is not liable for loss or damages caused by your failure to comply with safety instructions or warnings). All pick up and drop off locations and times published are an estimate only and are subject to change at short notice due to external factors such as road closures, traffic, adverse weather conditions and mechanical breakdown.
5. No child under the age of 5 years can be accepted for a Hot-air Balloon flight.

- a. Children aged over 5 and under 12 years receive a discount on some tours, Children 12 years or older pay full adult fare
  - b. Depending on age, children on tour may be required to be seated in booster seats or other child safety accredited seating. At all times, the Company reserves the right to not accept children on tours due to safety concerns.
6. Our tours are active and most require a reasonable level of fitness. We do not recommend our activities to pregnant guests unless they reserve a private vehicle so that the nature of the excursion can be tamed. However, the Company will not assume any responsibility to adverse health conditions as guests participate at their own risk. Pregnant guests within their third trimester will not be accepted due to health concerns for safaris, whilst guests in their second and third trimester will not be permitted to fly in a Hot-Air Balloon.
7. Our tour is not recommended for guests that has had major surgery in the last 6mths, anyone that has had a broken leg/arm in the last 6mths, anyone who suffers from chronic back, neck pain or injuries.
8. The Company prohibits smoking in the hot air balloon and our tour vehicles.
9. The Company has the right to refuse to carry a guest whose behaviour is detrimental to the enjoyment of the group. By travelling with the Company, you agree to accept the authority of the Pilot/Guide and accept their decisions. Our staff are entitled to a safe working environment and our guests to a great experience. Any threats to safety, being physical or verbal, or inappropriate behaviour may result in removal from the trip. If a Pilot/Guide requires a guest to leave the tour, no refunds will be given and that guest will be responsible for their own travel costs and arrangements from that point.
10. For VISA or MASTERCARD usage: Guests using the website who are Minor /under the age of 18 shall not transact on the website. The cardholder must retain a copy of transaction records and Merchant policies and rules. Any dispute or claim arising out of or in connection with this website shall be governed and construed in accordance with the laws of The Netherlands. We accept payments online using Visa and MasterCard credit/debit card in EURO. Refunds will be done only through the Original Mode of Payment.
11. Vehicles may be equipped with dashcam technology that records high-definition sound and video. Footage may be used for legal, insurance and training purposes and may be used to verify performance related questions, queries or concerns.
12. Due to the nature of this activity and the strict drone regulations in The Netherlands, drones are not permitted.
13. You agree that, while participating in any tour, images, photos or videos may be taken by other participants, the Company or its representatives that may contain or feature you. You consent to any such pictures being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to the Company, its contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.