

BALLON RÊVE

TERMS OF SALES

The customer is declaring that he/she has read and accepted the terms of sales below :

Ticket buying

Buying a ticket is a contract between the company Ballon Reve and the customer. This contract is defined by our terms of sale.

Tickets can be purchased online or by phone. The terms of sale are contracted by the buyer but the ticket can be transferred to another person if the company Ballon Reve is duly informed of the transfer. In that case, the person who has the ticket agrees our terms of sale.

Online Buying

The tickets can be purchased on line on our web site :

www.ballonreve.com

The tickets order can be done in French or in English. To order, the subscriber should fill out the electronic form, read and accept the general terms of sale to validate the order. The subscriber will then receive an email with a recap of the order and the services offered for the chosen option, the amount with or without VAT and a link for payment through Paypal (credit card) or wire transfer. The customer can pay by check or holidays checks, in that case, he/she should send the payment by regular mail to :

Ballon Reve
10 Grande Rue
Montlouet
28320 GALLARDON
FRANCE

The order will be considered as firm and definitive after receipt and collection of the payment.

Right of withdrawal

Under current regulations on online sales, the customer has a withdrawal period of 7 days from the date of receipt of the tickets. After this deadline, any cancellation will be accepted.

In case of withdrawal, Ballon Reve will reimburse the total amount received from the customer.

The reimbursement will be made with the next 15 days maximum.

In case of cancellation or exchange, the customer should return the ticket(s) within the their packaging.

Services offered

The services offered include the transfer to the take off zone, preparation of the flight, a free balloon flight, way back to the point of departure. Also included the transport liability insurance and the VAT.

Tariffs

Our tariffs are applicable from January 1st, 2009 and include VAT and the transport liability insurance.

Our tariffs can be modified and updated on our website anytime without any preadvise.

Payment

1/ for individuals : Total payment should be done at least 8 days before the planned date of the flight.

2/ for groups (above 5 persons), collectivities or companies, a 30% pre payment will be necessary at the time of booking, the remaining amount should be done at least 8 days before the planned date of the flight. An invoice will be edited for every order.

Validity of the ticket

Our tickets are valid 24 months from their editing date. After this deadline, the ticket will automatically expire. The ticket will be considered as used if the customer does not confirm at least 48 hours before the flight or in case the customer will not be present on time at meeting point.

Confirmation of the flight

The day before the flight, the customers should confirm their availability by phone at the following number :

+33 (0)2 37 90 90 80 or +33 (0)6 50 50 42 75

Cancellation or postponement

Ballon Reve has the right to postpone the flight for the following reasons :

- Bad weather conditions
- Not enough safety to fly
- Not enough participant
- in that case, a new date will be scheduled in agreement with both parties

In case the customer would like to postpone the flight, we ask the customer to let us know at least 72 hours before the flight. In case of cancellation within the 72 hours previous the flight, or if the customer is not present on time at the meeting point the day of the flight, the ticket will be considered as used. In any case, Ballon Reve cannot be held responsible for expenses engaged by the customers to come to the meeting point.

If Ballon Reve has to travel to a specific private area to take off, specified by the customer, the transport charges and research will remain the responsibility of the customer, especially if the pilot and the crew have been travelled to meeting point, even if the flight will not be done.

Services change

Ballon Reve, for security or commodity reasons, can decide to change the place and the time of the take off.

Subcontracting

In order to meet our customer expectations, we can subcontract one or some of our flights. All our partners are accredited by DGAC and have necessary authorizations and insurance to perform balloon flights

Embarking conditions

All customer who will embark into the balloon should have a ticket and will be informed about the safety regulations. We are not qualified to decide if your physical condition is good enough for the flight, it remains the customer responsibility to check with the appropriate specialist before the flight. This is not our responsibility neither to check your sobriety or if you have any illicit drugs that could have an impact on your behavior during the flight.

We do not accept children under the age of 6 years old, pregnant women or any person who will have serious medical problems. Children under the age of 12 years old will have to be accompanied by an adult.

Flight conditions

As the flight is tight to the weather conditions, we cannot guarantee any specific circuit. The average length of the flight will be one hour. The pilot can modify the length, the place of take off, the time of take off and all parameters of the flight. All flights are monitored "Vol VFR" (recommended by DGAC regulations)

On board regulations

During the flight, the pilot is the only one to decide. He/she can decide to stop the flight for safety reasons. Passengers have to respect all regulations explained by the pilot, especially at the time of take off and landing. The pilot can also decide to disembark any passenger whom behavior will

represent a danger for the flight, without pretending to any reimbursement. No reimbursement will be done if the flight will last at least 50 minutes.

Insurance

Each passenger is insured through liability insurance for paid air transportation, and meet the requirements of european regulations on April 30th, 2005 which defines the new requirements for insurance of companies that operate balloon. Ballon Reve cannot be held responsible for dammages to fragile items, expensive items or to clothes. This remains the customer responsibility to subscribe an insurance for that kind of risk if he/she thinks that this is necessary. Please feel free to contact us to obtain any other information you may require.

Competent court of Justice

In case of dispute, the competent court of justice is the one of Chartres, France