

General Terms and Conditions of Sale

These General Terms and Conditions of Sale are those of EURL MVTHM, whose registered office is at 1066 route des Gaillanes, Pierroux, 84220 Roussillon, with share capital of EUR 2,000, registered with the Avignon Trade and Companies Register under number 793 227 471, intra-Community VAT number FR 49 793227471. Telephone: 06 03 54 10 92. Email: contact@montgolfiere-luberon.com.

MVTHM holds a commercial operating number issued by the French Civil Aviation Authority (DGAC) under reference FR.DEC.394.

MVTHM holds an air carrier operating licence authorising it to conduct public passenger air transport operations exclusively using free balloons.

MVTHM reserves the right to amend these General Terms and Conditions of Sale at any time and at its sole discretion. The applicable General Terms and Conditions are those displayed on the website when the purchaser places an order. By placing an order, the purchaser irrevocably accepts these General Terms and Conditions and acknowledges having read them before placing the order. By accepting these General Terms and Conditions of Sale, the purchaser warrants that they are of legal age and have full legal capacity to place an order on the website.

Purpose:

These General Terms and Conditions of Sale define the terms and conditions governing sales to the purchaser and the obligations of both parties. These conditions are agreed by the purchaser; however, a ticket may be transferred to another person as a gift, provided that we are informed. The ticket holder is then deemed to accept our General Terms and Conditions of Sale.

Prices

Our prices are valid but may be changed at any time without notice. They include VAT at 10%, air carrier liability insurance for paid carriage and the organisation of the flight. They do not include accommodation, meals or transport to the meeting point. Two options are offered:

A / Standard bookings

After booking by telephone, the customer must confirm the booking by post and provide a 30% deposit cheque per passenger. The balance is payable on the day of the flight. If the flight cannot take place and the customer does not wish to reschedule it, the deposit cheque will be returned at no charge.

B / Gift vouchers and standard tickets

Tickets are valid for 24 months. Payment is due when the order is placed. If the customer pays by cheque, it will be cashed upon receipt. The customer must telephone to select the date of the flight, subject to availability. Gift vouchers and standard tickets are neither refundable nor exchangeable, but may be transferred to another person during their validity period and must be presented to the pilot on the day of the flight.

The customer is informed that, in accordance with Article L132-2 of the French Monetary and Financial Code, an order or undertaking to pay given by means of a payment card is irrevocable. Payment may be stopped only in the event of loss, theft or fraudulent use of the card or the data associated with its use, or the beneficiary entering judicial reorganisation or liquidation.

If the ticket cannot be used within 24 months and a written refund request is submitted with the ticket, stating that the ticket cannot be used by anyone and specifying the transport document number, the ticket will be refunded less an administration fee of EUR 50 including VAT per ticket.

The ticket includes:

Transport in our vehicles to the take-off site; preparation and inflation of the balloon; safety briefing; a hot-air balloon flight lasting approximately one hour; packing away the balloon; the traditional aeronauts' toast; and transport back to your vehicles.

Flight conditions

Flights operate from mid-March, depending on weather and ground conditions, until the end of October. Passengers accept the specific constraints involved in organising a hot-air balloon flight. Pregnant women and children under seven years of age (minimum height: 1.35 m) are not permitted to fly in our balloons. If a pregnant woman takes a flight without informing the pilot of her condition, she may not hold MVTHM liable for any problem arising during or after the flight.

Flight confirmation

Passengers must contact us by telephone before 6:00 p.m. on the day before their flight. We will confirm the exact meeting time and location by telephone. Delays of more than 10 minutes will not be accepted; in such cases, the ticket will be deemed to have been used.

Cancellation by MVTHM

MVTHM reserves the right to cancel a flight due to adverse weather, safety conditions or an insufficient number of passengers. The pilot alone is qualified to determine whether a flight should proceed. Cancellation may occur at the take-off site; in that event, MVTHM will not be liable for costs incurred by customers in travelling to the meeting point, including accommodation, meals and travel expenses.

Changes to the service

For any reason relating to safety or the interests of the flight, MVTHM may change the take-off site or use a different balloon.

Cancellation of the booking or customer no-show

The balance of the price must be paid no later than the day of the flight. If the booking is not confirmed by telephone or the passenger fails to attend at the date and time confirmed by MVTHM, except where the flight is rescheduled or cancelled at least 72 hours beforehand, the booking will be deemed cancelled and MVTHM will retain the deposit paid for the service. A gift voucher or standard ticket will be deemed to have been used.

For groups, any cancellation made less than eight days beforehand requires the purchaser to pay the full price of the service.

Rules on board

Every passenger must appear on the passenger manifest. The MVTHM pilot is the sole person in command and has authority over everyone on board. At any time, the pilot may remove any passenger or cargo that may pose a danger to the flight and may interrupt the flight for safety reasons. No service will be refunded if the flight has lasted at least 30 minutes.

Insurance

Passengers are insured in accordance with the applicable rules governing air carriage (Montreal Convention). MVTHM is covered by civil liability insurance in respect of third parties and occupants. MVTHM may not be held liable for passengers' personal belongings carried on board, which remain the responsibility of their owners.

Jurisdiction

In the event of a dispute, the competent court shall be the court of Avignon.

Mediator

Disputes arising from contracts entered into between MVTHM and a consumer may be referred to voluntary mediation free of charge for the consumer.

Procedure for contacting a mediator:

The customer may refer the matter to the mediator. The mediator's contact details and the procedure for submitting a request are available on its website: www.CM2C.net. Postal address: CM2C, 14 rue Saint Jean, 75017 Paris, France. Telephone: 01 89 47 00 14.