



Terms & Conditions 2012

Under the terms of this agreement the Flight Provider will provide a Flight to the holder of a valid Flight Voucher which is in date or which has been extended in accordance with the Terms and Conditions herein.

1. Cooling Off Period

1.1 A full refund for the cost of the Flight Voucher can be obtained from the Flight Provider where the Flight Provider is notified of the cancellation within 7 days of the purchase of the Flight Voucher (the Cooling Off Period). Refunds will only be made to the Buyer of the Flight Voucher.

2. All Flight Vouchers

2.1 All Flight Vouchers are valid for a period of 12 months from the date of purchase. If your Flight is not taken within this time you will lose the right to participate in a Flight except where the validity period of the Voucher has been extended under clause 6 or booked in accordance with clause 7.4.

2.2 You must telephone the Flight Provider as instructed on the number provided to you at the time of the purchase of the Flight Voucher to check that the Flight has not been cancelled due to adverse weather conditions or other event.

2.3 All Flight Vouchers are transferable to third parties and are valid as set out herein. The terms and conditions apply to the Buyer or the holder of a Flight Voucher.

3. Initial Contact

3.1 You are advised to make your initial contact with the flight provider as early as possible in order to secure your first booking. You should then try to make your first booking within three months of purchase. This is because ballooning is weather dependent and it may take more than one attempt to get your flight.

3.2 It is important that this provision is made known by the purchaser, to any third party for whom the voucher is purchased as a gift. You will need to quote the booking number from the flight voucher to make your first booking.

3.3 Failure to comply with this requirement may result in limited availability for you to book a flight and could result in expiry of your voucher, and the loss of your flight. Premier Flight Vouchers are subject to separate terms regarding refunds.

4. Postponement

4.1 You may postpone your Flight reservation:-

4.1.1 Up to 36 hours before the meeting time for the Flight if the Flight is booked for a day between Tuesday to Saturday inclusive,



6. Flight Voucher Extensions

6.1 If the Flight Provider has postponed your Flight on five or more occasions and the Flight Voucher remains within the validity period, the Flight Provider will extend the Voucher to include the next three months of the flying season (which is 1st April to 31st October). If during this extended period a booked flight date is cancelled on 2 more occasions the voucher will be extended again for a further 3 months of the flying season. If this extends the validity of the Voucher into the flying season of the following year the Voucher will also be valid for the intervening months.

6.2 If the Flight Voucher holder has not complied with the conditions set out in Clause 3 but would still like to fly, provided they contact the Flight Provider in writing or by e-mail before the Flight Voucher expires, they may purchase another years validity from the original expiry date at a cost of £50.00 per passenger.

6.3 The Term of the Flight Voucher may be extended by the Flight Provider if an event outside the control of the Flight Provider such as Foot and Mouth Disease or other event which makes the provision of the Flight either impossible or undesirable. The extension will be for the same period as the duration of the restriction. The Voucher Holder will be advised of any extension when they contact the Flight Provider either to book or confirm their Flight.

6.4 If you are unable to fly during the validity period of your Flight Voucher because you are pregnant the Flight Provider will extend the validity period by nine months provided the Flight Provider has been notified during the pregnancy.

7. Refunds

7.1 Flight Vouchers are not refundable except in the following events: -

7.1.1 you must have fully complied with the terms and conditions of the Flight Voucher and made every effort to arrange a Flight.

7.1.2 That if due to a lack of availability, a failure on our part to provide you with availability of flights (see clause 5.2.1 & 5.2.2), or an unreasonable delay in provision of the service, you will be entitled to an extension of your flight voucher, or an upgrade without cost. In exceptional circumstances and at our discretion we may consider a full or partial refund. Such remedy shall not be unreasonably withheld.

7.2 Refusing to accept dates offered by the Flight Provider will not constitute attempts to fly.

7.3 If the Flight Provider has agreed with the Buyer at the time of the purchase that the Flight can be taken on a specified date or within a specified period of not more than one month's duration and if the Flight Provider is unable to provide the agreed flight, then the Flight Provider will refund the Voucher cost less a £25.00 handling fee. For group flights and flights from specific locations, a higher handling fee may be negotiated by the Flight Provider and agreed in writing at the time of booking.

7.4 Where medical reason prevents you flying you must notify the Flight Provider, as in Clause 4 Postponement, of the reason preventing you from taking your Flight and supply a doctor's certificate that you will remain unfit and unable to fly at a future date beyond the validity period. In these circumstances the Flight Provider will refund the cost of the flight less a £25 handling charge. This will also be the case in the event of the death of the Voucher holder.



8. Fitness To Fly

8.1 The Flight Provider is not qualified to express an opinion confirming that you are fit to fly. It is your responsibility to ensure that you are fit to fly. You must not fly if you are suffering from any serious medical condition, or have recently undergone surgery unless you have a certificate confirming your fitness to fly from your doctor. You must not fly if you are pregnant or under the influence of alcohol or drugs.

8.2 The Flight Provider's paramount consideration is your safety and the safety of other passengers participating in the Flight. You must obey all requests and instructions issued by the Pilot or any of the Flight Providers representatives and take particular care to abide by all safety instructions given. The Pilot has complete discretion as to whether to allow you to take part in the Flight and will refuse to allow you to do so if in his opinion you would be a danger to the Balloon, the other passengers or to yourself.

9 Disputes

In the event of a dispute arising between the Voucher Holder and the Flight Provider the matter is to be referred to the Chairman for the time being of the British Association of Balloon Operators who acting as an arbitrator will determine the matter. The costs of the referral (if any) to be determined in the ruling.

10 Additional Provisions

10.1 Due to restrictions in the lifting capacity of the Balloons passengers weighing over 100 kilos may be charged a surcharge of £75.00 for the Flight. The money is to be payable to the Flight Provider at the time of booking.

10.2 The Flight Provider will not fly children under the age of 7 years. A child under the age of 16 years will only be flown if accompanied by a responsible adult.

11. Insurance

The Flight Provider carries insurance cover against the risk of injury or damage to passengers and their belongings during the course of our flights as laid down by European Air Transport Regulations to a maximum limit of £1 million. If you do not consider that the amount of insurance cover would be adequate to compensate you for any loss whether for death, personal injury or damage to your belongings you should take independent advice to arrange additional cover. The Flight Provider will not be held liable for any loss or damage to clothing, equipment or effects brought with you onto the Flight nor for death or personal injury unless it has been caused by the recklessness of the Pilot or the Flight Provider.

12. Law and Jurisdiction

The Contract is governed by English Law and subject to the jurisdiction of the courts of England and Wales.

13. Third Party Act

For the purposes of sub section 1 (1)(6) of the Contracts (Rights of Third Parties) Act 1999 the parties hereto agree that they do not intend any term of this agreement to be enforceable by a third party except to the extent that the third party has any right or remedy that exists apart from that Act.

14. Notices

Receipt of notification is deemed to take place within 48 hours of being posted by 1st class post or on the same day when sent by e-mail (during normal office hours) and the next working day when sent out of normal office hours (normal office hours being 9.00 a.m. - 5.00 p.m. weekdays, excluding public holidays). Where notice is given in person to the Flight Provider receipt of notification will be deemed to take place at the time of receipt.

Notes: -

In these Terms and Conditions the following terms have the following meanings:

Balloon; means a passenger carrying hot air balloon registered with the Civil Aviation Authority.

Buyer; means the purchaser or buyer of the Flight Voucher.

Flight; means a flight in a hot air balloon provided by the Flight Provider

Flight Provider; means the company or individual who is contracted to provide the Flight.

Flight Voucher; means the flight voucher purchased by the buyer under which the Flight Provider agrees to provide a balloon flight.

Pilot; means a pilot qualified under the Civil Aviation Act to fly hot air balloons.

In this Agreement words referring to the singular apply to the plural and vice versa and references to one gender apply to all genders. References to persons include bodies corporate. Save as where expressly indicated all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly and severally. Any references to a clause shall be construed as a reference to a clause in this agreement, and all headings are inserted for convenience only and will not affect the construction of this agreement.

