BALLOON FLIGHT TERMS AND CONDITIONS

1. THESE TERMS

1.1 **What these terms cover**. These are the terms and conditions on which we supply hot air balloon flights to you (**Flights**). You may order vouchers which may be redeemed for Flights from us (**Vouchers**) in accordance with paragraph 3. Vouchers are non-refundable after the initial 14 day cooling off period see paragraph 8.2.

1.2 **Why you should read them**. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you disagree with any of these terms, please contact us within the 14 day cooling off period to discuss. After 14 days of purchase it will be deemed that you have read and accepted the terms.

1.3 **Hot air ballooning is weather dependent**. By purchasing Vouchers, you accept that Flights are subject to change, cancellation and postponement on short or no notice, and in some cases Flights may need to be rebooked a number of times. Where possible we will try to book Flights at times convenient to you and give you as much notice as we can about any changes.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are**. We are [TRADING NAME] a [company registered **OR** partnership established **OR** sole trader established **OR** sole practitioner established] in England and Wales. [Our company registration number is [NUMBER] and our registered office is at [ADDRESS] **OR** our address is [ADDRESS]. Our registered VAT number is [NUMBER].

2.2 **How to contact us**. You can contact us by telephoning our consumer service team at [NUMBER] or by writing to us at [EMAIL ADDRESS AND POSTAL ADDRESS].

2.3 **How we may contact you**. If we have to contact, you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails**. When we use the words "writing" or "written" in these terms, this includes emails.

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3. OUR CONTRACT WITH YOU

3.1 **How we will accept your order**. Our acceptance of your order for Vouchers will take place when we send the Vouchers to you, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order**. If we are unable to accept your order for Vouchers, we will inform you of this and will not charge you for the services.

3.3 **[We only sell to the UK**. Our website, catalogue and brochure are solely for the promotion of our services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.]

4. BOOKING A FLIGHT

4.1 **Contact us to book a Flight.** Please contact us as early as possible in order to secure your booking, and in any event within three months of your purchase of the Voucher.

You will need to quote the booking number from the Voucher to make your booking. Vouchers may be used by you or gifted by you to third parties provided you give us the name and contact details of each voucher holder (including yourself) preferably at the time of purchase (together **Voucher Holders** and each a **Voucher Holder)**.

4.2 **Each Voucher is valid for 12 months.** Each Voucher entitles the Voucher Holder to participate in a single Flight at a date to be arranged within 12 months of its purchase. Each Flight is for approximately 45 minutes to 1 hour. It may also include: watching and assisting with the preparation and inflation of the hot air balloon to be used for the Flight; and a champagne toast on landing.

4.3 **Restricted Vouchers.** Where a Voucher is restricted to a specific flight time, e.g. mid-week, morning or mid-week evening we are entitled to upgrade your restricted Voucher without cost to you and offer you Flights outside these times.

4.4 **Launch Site**, advertised launch sites may be changed to an alternative location at a reasonable distance from the original launch site. Reason for the use of an alternative location will only be for reasons out of our control, or for safety or legal reasons. Whilst such changes can be made without notice, where possible we will try to give you as much prior notice as we can.

5. POSTPONEMENT BY YOU

5.1 **Postponement by you.** You may postpone your booked Flight up to [ ] days before the Flight is due to take place. Any postponement must be by telephone to an

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operator during office hours. Email or answering phone messages cancelling a Flight are not acceptable. If you do not give notice of postponement in accordance with this paragraph and are not at the meeting point in time to take part in your scheduled Flight, you will not be entitled to a re-scheduled Flight nor to any refund.

5.2 **Lapse of Voucher.** You are entitled to postpone a booked Flight in accordance with this paragraph 5 up to 3 times after which your Voucher will lapse and you will not be entitled to any re-scheduled Flights, extension nor to any refund.

6. POSTPONEMENT BY US

6.1 **Postponement by us.** Flights are dependent upon the weather conditions. It may be necessary to postpone a Flight at any time if in the judgement of us or the pilot the conditions are not safe or the Flight would not be permitted under the terms of the Air Navigation Order (or any other applicable laws or regulations). We will use our reasonable endeavours to provide you with as much warning as operational procedures allow of the Flight postponement but this could be any time up to and including the moment of launch. In the event of a Flight being postponed due to adverse weather conditions or for any other reason by us, alternative dates will be offered as soon as reasonably practicable.

6.2 **Exclusion of liability**. We do not accept liability for any damages, costs, or expenses, consequential or otherwise that may be incurred for any changes, cancellations or postponements to any Flights.

7. VOUCHER EXTENSIONS

7.1 **Voucher Extension.** If your Voucher has not lapsed or otherwise been cancelled, you may contact us in writing or by e-mail before the expiry of the Voucher to extend its validity for another 12 months. The cost of extending a Voucher under this paragraph is currently [£50] (subject to variation from time to time).

7.2 **Pregnancy.** If a Voucher Holder is unable to fly during the validity period of the Voucher because the Voucher Holder is pregnant we will extend the validity period by twelve months provided we have been notified during the pregnancy.

8. REFUNDS

8.1 **Non-refundable.** Save as provided for in this paragraph 8, Vouchers are not refundable.

8.2 **Cooling off period.** We will provide a full refund on all Vouchers provided you notify us within 14 days of purchasing the Vouchers.

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8.3 **Other circumstances.** We will refund the cost of the Voucher (less a handling fee of [ ] where indicated) in the following circumstances:

(a) we notify you that we are unable to offer any bookings for Flights for a period of more than 12 months;

(b) you have a legal right to end the contract because of something we have done wrong; and

(c) Where a medical condition prevents a Voucher Holder from flying, which is not a pre-existing condition, you must notify us and supply a doctor's certificate that the Voucher Holder will remain unfit and unable to fly at a future date beyond the validity period for the Voucher. In these circumstances we will refund the cost of the flight less the handling charge. This will also be the case in the event of the death of the Voucher holder.

Any refund will be made to you and will not be made to any other person in any circumstance including other Voucher Holders. If you are entitled to cancel this agreement and obtain a refund, please contact us by telephoning our consumer service team at [NUMBER] or by writing to us at [EMAIL ADDRESS AND POSTAL ADDRESS] [or by completing this form [form INSERT LINK TO PRINTABLE MODEL CANCELLATION FORM] and posting it to us at the address on the form.]

9. BALLOON RULES AND HEALTH AND SAFETY

9.1 The pilot has ultimate responsibility for deciding the duration and conduct of any Flight. The Pilot is responsible for deciding the appropriate time and place of any landing. We cannot guarantee that the Flight will follow any particular direction or land at a specific location or last for a specific length of time. Voucher Holders must follow the pilot's instructions at all times whilst on the Flight.

9.2 It is your responsibility to ensure that Voucher Holders are fit to fly, the pilot is not qualified to express an opinion confirming whether or not Voucher Holders are fit to fly. Voucher Holders must not fly if they are suffering from any serious medical condition, or have recently undergone surgery unless they have a certificate confirming their fitness to fly from their doctor. Voucher Holders must not fly if they are pregnant or under the influence of alcohol or drugs.

9.3 Our paramount consideration is your safety and the safety of other passengers and Voucher Holders participating in the Flight. Voucher Holders must obey all requests and instructions issued by the pilot and ground crew or any of our representatives and take particular care to abide by all safety instructions given. The pilot has complete discretion as to whether to allow a Voucher Holder to take part in the Flight and will refuse to allow a Voucher Holder to do so if in his opinion they would be a danger to the Balloon, the other passengers, Voucher Holders or to yourself.

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10. OUR RIGHTS TO END THE CONTRACT

10.1 **We may end the contract if you break it**. We may end the contract at any time by writing to you if:

(a) any payment has to be returned to you (through no fault of our own); or

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services.

11. IF THERE IS A PROBLEM WITH OUR SERVICE

11.1 **How to tell us about problems**. If you have any questions or complaints about the services, please contact us. You can contact us by telephoning our consumer service team at [NUMBER] or by writing to us at [EMAIL ADDRESS AND POSTAL ADDRESS]. [Alternatively, please speak to one of our staff in-store.]

12. PRICE AND PAYMENT

12.1 **Where to find the price for the Vouchers**. The price for the Vouchers (which includes VAT) will be the price set out in our price list in force at the date of your order unless we have agreed another price in writing.

12.2 **When you must pay and how you must pay**. All Vouchers are bought on a pre-paid basis.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 **Changes, postponements and cancellations to Flights**. We are not responsible to you for any loss or damage caused as a result of any changes, postponements and cancellations to Flights. Without prejudice to the foregoing this might include: travel costs and time off work.

13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so**. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right to receive services which are as described and supplied with reasonable skill and care.

13.3 **We are not liable for business losses**. We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

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14. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy [INFORMATION ON WHERE TO FIND PRIVACY POLICY].

15. OTHER IMPORTANT TERMS

15.1 **We may transfer this agreement to someone else**. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 **You may only transfer your rights with consent**. You may only transfer your rights or your obligations under these terms to another person with our written consent such consent not to be unreasonably withheld or delayed.

15.3 **Nobody else has any rights under this contract**. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.4 **If a court finds part of this contract illegal, the rest will continue in force**. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 **Even if we delay in enforcing this contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

15.6 **Which laws apply to this contract.** These terms are governed by the laws of England and Wales.

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