



# SouthDownsballooning

## Balloon flight Terms & Conditions

Under the terms of this agreement South Downs ballooning 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 & Conditions herein.

### 1. Cooling Off Period

1.1 Under the Distance Selling Regulations you have a right to cancel your contract within seven working days of purchase. To cancel you must notify us in writing or by e-mail of your wish to do so, and must then make available/return to us the cancelled voucher upon request. Upon valid cancellation a full refund for the cost of the voucher will be given. This right applies only to the purchaser of the voucher and not to any third party

### 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 It is your responsibility to ensure that there have been no changes to your flight prior to the scheduled date. You must ensure that you can receive the mobile phone text message from the Flight Provider as instructed 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 If this advice is not followed this may result in limited time for you to book a flight and could result in expiry of your voucher, and the loss of your flight.

### 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,

4.1.2 If the Flight is booked for a Sunday or Monday you must give the Flight Provider 72 hours notice of postponement,

4.2 Any postponement must be by telephone to an operator during office hours – E mail or answering phone messages cancelling a flight are not acceptable.

4.3 If you do not give notice of postponement in accordance with this Clause 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. Flight Conditions

5.1. The Flight Voucher will entitle you to participate in a Flight at a date to be arranged within 12 months of its purchase including, where appropriate, watching the preparation and inflation of the Balloon, approx an hours flight and arrangements if required to return you to the meeting point.

5.2.1 The Flight Provider will schedule flights in each area of operation (approx 20 mile radius from any specific launch site) on at least 4 occasions a month during the main flying season (April-October).

5.2.2 If flight vouchers have been purchased for specific flight times, i.e. mid week morning or mid week evening flights these will also be available on at least 4 occasions a month during the main flying season. However, the flight provider may offer to upgrade your restricted flight voucher without cost if the flight provider has restricted availability for these specific flight times.

5.3 Flights are dependent upon the weather conditions and are regulated under the Air Navigation Order. It may be necessary to postpone a Flight at any time if in the judgement of the Pilot or the Flight Provider conditions are not safe or the Flight would not be permitted under the Air Navigational Order. The Flight Provider will give you 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.

5.4 In the event of a Flight being cancelled due to adverse weather conditions or for any other reason by the Flight Provider, alternative dates will be offered as soon as reasonably possible after the cancelled Flight.

5.5 The Flight Provider does not accept liability for any costs or expenses or damages consequential or otherwise the Buyer or Voucher Holder has or may incur if the Flight Provider has postponed or cancelled any Flight for any reason.

5.6 It is intended that the Balloon Flight will last for approximately 1 hour but 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. The Flight Provider cannot guarantee that the Flight will follow any particular direction or land at a specific location or last for a specific length of time. However, if the flight duration is less than 30 mins due to safety reasons, the voucher holder will be offered another flight at no further cost.

5.7 If due to circumstances beyond the control of the Flight Provider, the Flight Provider has to withdraw or change any advertised launch site, an alternative location will be offered at a distance of no more than 20 miles from the original site.

5.8 The Flight Provider reserves the right to change launch sites if the wind direction or airspace restrictions prevent safe flight on your chosen day. In this instance the Flight will be transferred to the nearest suitable launch site at a distance of no more than 20 miles from the original site, unless longer distances are advised at the time of booking.

## 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 **1<sup>st</sup> April to 31<sup>st</sup> 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 followed the advice set out in Clause 3 but would still like to fly, provided the contact the Flight Provider in writing before the Flight Voucher expires, they may purchase another years validity from the original expiry date at a cost of £50 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.

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

7.4 If the Flight Provider has agreed with the Buyer at the time of the purchase that the Flight can be taken on a single 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, the handling fee will be 10% of the value of the Flight Voucher.

7.5 Where proven 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 15% 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

9.1 In the event of a dispute arising between the Voucher Holder and the Flight Provider the matter is to be referred to the committee 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 £50.00 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 height of 1.2 metres and the age of 7 years. A child under the age of 16 years will only be flown if accompanied by a responsible adult.

10.3 In circumstances where the flight voucher has been purchased from a source other than direct from the flight provider, any rights, remedies or actions relating to that purchase will be against the seller and not the flight provider. The Flight provider's terms and conditions regarding the flight itself will be applicable.

## 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 or lack of duty of care 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. Notices

We aim to respond to all written correspondence received during normal office hours within 5 working days and to e-mails within 2 working days. In the event it is necessary for you to ensure we have received any communication we suggest you also telephone the office.

**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 South Downs ballooning Ltd 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 commercial hot air balloons.



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