

AIRTOPIA BALLOONING BALLOON FLIGHT TERMS AND CONDITIONS

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 Ticket.

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

Flight Provider; means the company (Airtopia Ballooning) or individual who is contracted to provide the Flight.

Flight Ticket; means the Flight Ticket, e-Flight Ticket or 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;

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.

Airtopia Ballooning advertisements and its web site www.airtopia.co.uk are an invitation to treat & not an offer to the world or to any individual customer. For the purposes of a contract with Airtopia Ballooning an offer is made by a person when he/she asks to buy a balloon flight from Airtopia Ballooning. Airtopia Ballooning agrees to provide a balloon flight when it accepts a customer's offer to buy a Flight Ticket(s).

Under the terms of this agreement the Flight Provider will provide a Flight to the holder of a valid Flight Ticket (the 'Flight Ticket holder' or 'You'), that is a Flight Ticket which is in date or which has been extended in accordance with the Terms and Conditions herein.

1. All Flight Tickets 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 Ticket.
2. You must contact the Flight Provider within 3 months of the purchase date shown on the Flight Ticket quoting the booking number on the Flight Ticket to make a first booking. The Flight must be booked for a date **within 6 months** of the purchase date. If you do not contact the Flight Provider and do not take your Flight within the validity period, the Flight Ticket will expire and you will lose the right to a Flight. Unless you hold an AnyDay AnyTime Plus Flight Ticket the Flight Provider will not make any refund where the Ticket holder has not complied with this clause.
3. **Cooling Off Period**
 - 3.1 A refund for the cost of the Flight Ticket can be obtained from the Flight Provider where the Flight Provider is notified by the Buyer or Flight Ticket Holder of the cancellation within 10 days of the purchase of the Flight Ticket (the Cooling Off Period) Refunds will only be made to the Buyer of the Flight Ticket. Refunds to third parties are not permitted.
 - 3.2 Notice must be received by the Flight Provider by 5pm on the tenth day after the purchase (the Cooling Off Period).
 - 3.3 A charge of £10 per Flight Ticket will apply where the Ticket is cancelled to cover printing costs and is chargeable by the Flight Provider irrespective of whether or not notification of the cancellation is received within the Cooling Off Period.
4. **AnyDay AnyTime Plus Flight Tickets**
 - 4.1 If you have purchased an AnyDay AnyTime Plus Flight Ticket and do not wish to fly the purchase price of the Flight Ticket will be refunded to the Buyer less a handling fee of £25.00 subject to the following: -
 - 4.1.1 You or the person to whom the AnyDay AnyTime Plus Flight Ticket is given returns it to the Flight Provider within 12 months of its date of issue or within 1 month of cancellation, whichever is the earliest.
 - 4.2 Notification of the cancellation of the AnyDay AnyTime Plus Flight Ticket must be made to the Flight Provider in writing either by letter or by e-mail before its expiry date.
5. **All Flight Tickets**
 - 5.1 All Flight Tickets except AnyDay AnyTime Plus Flight Tickets 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 Tickets has been extended under the following terms and conditions: -
 - 5.1.1 The validity of the Flight Ticket may be extended by the Flight Provider if an event outside the control of the Flight Provider such as Foot and Mouth Disease or Avian Flu or other event which makes the provision of the Flight either impossible or undesirable. The extension is at the sole discretion of the Flight Provider. The Ticket Holder will be advised of any extension of the Flight Ticket when they contact the Flight Provider either to book or confirm the Flight.
 - 5.1.2 If the Flight Ticket holder has not complied with the conditions set out in Clause 2 but would still like to fly provided they contact the Flight Provider in writing or by e-mail before the Flight Ticket expires they may purchase another year's validity from the original expiry date at a cost of £50.00 per Flight Ticket.

- 5.1.3 If payment was not made in full when the Flight Ticket was purchased the balance must be paid at least ten days before the Flight. You will not be allowed to fly unless full payment for the Flight has been received by the Flight Provider.
- 5.1.4 You must telephone the Flight Providers "Flight Information Line" number at the time stated on your Flight Ticket to check that the Flight has not been cancelled due to adverse weather conditions or other event. Please check the information included with your Flight Ticket for the number to call and the time to call for information about your flight.

6. Postponement

- 6.1 You may postpone your Flight reservation by giving: -
- 6.1.1 At least 48 hours notice before the meeting time for the Flight if the Flight is booked for a day between Tuesday to Saturday inclusive.
- 6.1.2 At least 72 hours notice before the meeting time for the Flight if the Flight is booked for a Sunday or Monday.
- 6.2 At the time of postponement you must re-schedule your Flight for a mutually convenient date within one month of the cancelled Flight date.
- 6.3 If you do not give notice of postponement in accordance with this Clause 6 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.

7. Fitness to fly

- 7.1 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 provide the Flight Provider with 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. Please seek professional medical advice before buying or booking a flight.
- 7.2 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.

8. Flight Conditions

- 8.1 The Flight Ticket will entitle you to participate in a Flight at a date to be arranged within 12 months of its purchase including, where appropriate, watching and/or helping with the preparation and inflation of the Balloon for the Flight, a Flight in a hot air balloon, champagne toast, deflation and packing away of the balloon.
- 8.2 Balloon Flights depend to some extent on external factors beyond the Flight Providers control, such as the weather. Flight Ticket holder will be required to make reasonable attempts to book and take their flight within the validity of their Flight Ticket. Airtopia Ballooning regards 9 attempts as reasonable based upon our experience of local weather conditions however in most cases it will not take this amount of attempts to take your flight. Please book early to help us to give you the best possible service and be aware that your balloon flight voucher could expire if you do not contact us to book a flight (see paragraph 2).
- 8.3 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.
- 8.4 In order to ensure the safety of the Balloon and its passengers, the Pilot and Flight Provider reserve the right to postpone a Flight at any time up to and including the moment of launch.
- 8.5 In the event of a Flight being cancelled due to adverse weather conditions or for any other reason by the Flight Provider except in the event of an occurrence outlined in Clause 14, alternative dates will be offered as soon as reasonably possible after the cancelled Flight.
- 8.6 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.
- 8.7 In-flight photographs are provided free of charge and are only available from the Flight Providers website. The Flight Provider cannot guarantee the provision of in-flight photographs because of the reliability of the camera equipment used and the possibility of malfunction. Flights will not be postponed due to malfunctioning camera equipment.

9. Extensions

- 8.3 If the Flight Provider has postponed your Flight on 9 or more occasions due to unsuitable weather conditions and the Flight Ticket then remains valid for a period of less than two months, the Flight Provider will extend the validity period of the Ticket to include the next three months of the flying season (which is **15th March to 15th October**). If this extends the validity of the Ticket into the flying season of the following year the Ticket will also be valid for the intervening months.
- 8.4 If you are unable to fly during the validity period of your Flight Ticket because you are pregnant the Flight Provider will extend the validity period by 12 months provided the Flight Provider has been notified during the first six months of the pregnancy.
- 8.5 Where a medical reason prevents you from flying you must notify the Flight Provider of the reason preventing you from taking your flight at least 1 month before the expiry date of the Flight Ticket and supply a doctors certificate confirming the length of the Flight Ticket holder's incapacity. The validity of the Flight Ticket will be extended to cover the period of such incapacity.

10. Refunds

- 10.1 You must have fully complied with these terms and conditions and your Flight Ticket must be within its validity period.
- 10.2 Refunds will only be made to the Buyer of the Flight Ticket/s. Refunds to third parties are not permitted.
- 10.3 Flight Tickets other than AnyDay AnyTime Plus Flight Tickets are not refundable except in the following circumstances: -
- 10.3.1 Where the Flight Provider is notified by the Buyer or Flight Ticket Holder of the cancellation within 10 days of the purchase of the Flight Ticket (the Cooling Off Period). See Clause 3 for details.
- 10.3.2 If the Flight Provider has postponed your Flight on 9 or more occasions due to unsuitable weather conditions. The Flight Provider will provide the additional option of releasing the buyer from this contract by providing a refund less an administration fee of £25.00.
- 10.4 In the event of a dispute arising between the Voucher Holder and the Flight Provider over the refund 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.
- 10.5 Any request for a refund should be made in writing and sent either by email or letter to the address below:

11. Insurance

- 11.1 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 combined single limit of £6 million for any one accident. 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. Additional Provisions

- 12.1 The Flight Provider does not accept liability for any costs or expenses or damages consequential or otherwise the Buyer or Ticket Holder has or may incur if the Flight Provider has postponed or cancelled any Flight for any reason.
- 12.2 If due to circumstances beyond the control of the Flight Provider, the Flight Provider has to withdraw or change any advertised Flight venues an alternative venue will be offered at a reasonable distance from the original site.
- 12.3. 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 alternative site of the original launch site.
- 12.4 Due to restrictions in the lifting capacity of the Balloons passengers weighing over 120 kilos/18 stone, 13lbs 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.
- 12.5 It is the responsibility of the Flight Ticket Holder to provide an accurate assessment of their weight. This allows the Flight Provider to check that the balloon load is well within safe operational limits.
- 12.6 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 over the age of 18 years.
- 12.7 Passengers are advised to wear long trousers and tops with sleeves, preferably made from natural fibres and footwear suitable for an outdoor pursuit. .
- 12.8 The Flight Provider will not allow smoking on board the Balloon or within close proximity to the Balloon.

13. Law and Jurisdiction

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

14. Force Majeure

In the occurrence of an event outside of the reasonable control of the Flight Provider including war, act of God (such as flood, earthquake), civil unrest or terrorism making the contract impossible to perform then the contract will be rescinded without any further obligation by either party.

15. 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.

16. 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.

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