

Sky High Ballooning Ltd – Terms and Conditions

These Terms and Conditions apply to the sale of all Vouchers by Sky High Ballooning Ltd, a company registered in England and Wales under company number 07699889, whose registered office address is at 43 Queens Road, Knowle, Bristol, England, BS4 2LU (referred to as “we/us/our”).

By placing an Order with us, you warrant that you are legally capable of entering into binding contracts.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Consumer” is as defined in the Consumer Rights Act 2015;

“Contract” means the contract for the purchase and sale of the Voucher(s), as explained in clause 2;

“Customer” means you, the individual placing an Order with us;

“Order” means your order for the Voucher(s);

“Order Confirmation” means our acceptance and confirmation of your Order as described in clause 2;

“Voucher” means a voucher for our hot air balloon flights; and

“Website” means www.skyhighballooning.co.uk.

1.2 Each reference in these Terms and Conditions to “writing” and “written” includes electronic communications such as email.

2. The Contract

2.1 These Terms and Conditions govern the sale of all Vouchers by us and will form the basis of the Contract between you and us.

2.2 If you wish to place an Order with us, our Website will guide you through the ordering process. Before submitting your Order to us, you will be given the opportunity to review and amend it. Please ensure that you have checked your Order and that you have read these Terms and Conditions carefully before submitting it. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

2.3 No part of our Website constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that we may, at our sole discretion, accept. Our acceptance is indicated by us sending you an Order Confirmation by email. Only once we have sent you an Order Confirmation will there be a legally binding Contract between you and us.

2.4 If you are purchasing a Voucher on behalf of any other person, it is your responsibility to ensure they read, understand and agree to these Terms and Conditions, particularly in relation to any passenger requirements and safety matters.

2.5 If, for any reason, we do not accept or cannot fulfil your Order, no payment will be taken under normal circumstances. If we have taken payment, any such sums will be refunded to you as soon as possible (and in any event, within 14 days).

2.6 Once your Order has been accepted as detailed in clause 2.3, we cannot accept any changes to it.

3. Vouchers

3.1 Vouchers purchased through the Website can be sent to you electronically or by post, at your option. We offer a “Balloon in a Box” service, in which case your Voucher will be sent inside this box. We aim to dispatch Orders sent by post within 7 days from the date of our Order Confirmation.

3.2 The Voucher will contain your booking reference, which is also your Voucher code.

3.3 Vouchers are valid for 12 months from the date of purchase. We will extend the Voucher for a further period of 6 months if we have postponed your flight through no fault of yours on 5 or more occasions.

4. Flight Conditions and Information

4.1 Hot air ballooning is highly weather dependent, and your flight may need to be postponed on more than one occasion. We are bound by a strict set of rules and laws for the conditions in which we are allowed to fly. The pilot has the final decision as to whether a flight will go ahead or not.

4.2 We aim to give as much notice as possible for whether a balloon flight can go ahead or will need to be postponed, but to get the most accurate weather we sometimes need to wait until just a few hours before the arranged flight. In the event the weather forecast is incorrect, the pilot may need to postpone the flight even after you have arrived at the launch site. We appreciate this is frustrating, but your safety is paramount.

4.3 In the event we do have to postpone your flight, please contact us using the details in clause 12 as soon as possible to rebook. We may be able to rebook this at the time of postponement.

4.4 Our flights have no set duration, but we aim to fly for between around 45 minutes to 1 hour. The length of the flight will be dependent on varying conditions on the day and will be at the pilot’s sole discretion. Please allow plenty of time (approximately 3-4 hours) for the whole experience, including setting up the balloon, packing it away and your return journey by car to the launch site.

5. Passenger Requirements and Safety

5.1 We are not able to fly anyone that is pregnant, at any stage of their pregnancy. In the event you have already purchased a Voucher, please contact us using the details in clause 12.

5.2 It is the responsibility of all Voucher holders and passengers to ensure they are medically fit to fly. The pilot is not able to express a medical opinion to determine this. We cannot fly anyone with a serious medical condition or those who have recently undergone surgery, unless they can provide a doctor’s certificate stating they are fit to fly, which we will accept at face value.

5.3 Passengers must not fly if they are under the influence of drugs or alcohol and we reserve the right to refuse to allow any passenger to fly where we reasonably believe this clause is not being complied with.

5.4 All passengers must be over 1.4m tall and a minimum of 7 years old. Any children under the age of 16 must be accompanied by an adult at all times. There is no upper age limit restriction, however, passengers must be able to manoeuvre in and out of the basket safely, as well as be able to remain standing for the duration of the flight, as no seating is provided in the basket.

5.5 We recommend passengers wear appropriate clothing such as sensible walking shoes, long trousers, a hat and layers of clothing appropriate to the likely weather conditions. However, we cannot be held responsible for any loss or damage to clothing or other belongings, except where caused by our negligence.

5.6 All passengers must attend a safety briefing, regardless of experience. We will advise of the start time for this and if any passenger is late, the flight time may be reduced accordingly.

6. Price and Payment

6.1 The price for the Voucher will be as shown on our Website at the time of your Order. Our prices may change at any time but these changes will not affect any Orders that we have already accepted.

6.2 We have made every reasonable effort to ensure that the prices on our Website are correct. If we find, or are made aware of, any typographical, clerical or other accidental errors or omissions on our Website, we will make every reasonable effort to correct them as soon as possible.

6.3 If there is an obvious pricing error on our Website, we will be

under no obligation to provide the Order to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the price error is unmistakable and could have reasonably been recognised by you as a mispricing. Prices will be checked when we process your Order.

- 6.4 All prices include VAT, where applicable.
- 6.5 Payment must always be made at the time of Order, and you will be prompted to pay during the Order process.
- 6.6 Delivery charges for postal Orders are not included in the Voucher price. You can choose to accept an emailed Voucher instead for free. Delivery options and any related charges will be presented to you as part of the Order process.
- 6.7 All payments made via the Website will go through a payment gateway provider, such as Stripe. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to the payment gateway provider's terms and conditions. A separate contractual relationship will be created between you and this third party and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by them.

7. Your Rights to Postpone the Flight

- 7.1 You can postpone your flight, but you will need to contact us in writing using the email address in clause 12, giving us no less than 3 working days' notice before the agreed flight date.
- 7.2 If you do not turn up to your flight at the agreed time, the pilot will call on the number provided when you made the booking. If you fail to turn up within 30 minutes of the agreed starting time, or if you fail to give enough notice as set out in clause 7.1, then you will forfeit your Voucher and it will no longer be valid.

8. Your Cancellation Rights

- 8.1 If you are a Consumer, you have a legal right to a "cooling-off" period within which you can cancel the Contract for any reason. This period begins once we have sent you your Order Confirmation, i.e. when the Contract between you and us is formed, and it ends 14 calendar days after this date. You may also cancel before we send the Order Confirmation.
- 8.2 If you wish to exercise your right to cancel under this clause 8, please contact us in writing using the email address in clause 12, within the cooling-off period. We will refund you within 14 days from the date of your cancellation, using the same payment method that you used when you placed the Order.
- 8.3 The cooling off period will not apply if you have booked a flight within this time.
- 8.4 After the cooling off period has expired, you will be unable to cancel the Voucher for any reason and no refunds will be provided.

9. Our Cancellation Rights: We may cancel your Order at any time. If we cancel your Order, or if we cancel a flight for which you have purchased a Voucher and we are unable to rearrange it for a later date for whatever reason, we will confirm this in writing and we will refund you within 14 days.

10. Our Liability

- 10.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence or breach of contract. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 10.2 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity whatsoever.
- 10.3 Nothing in these Terms and Conditions seeks to exclude or limit

our liability for death or personal injury caused by our negligence (including that of our employees or sub-contractors); or for fraud or fraudulent misrepresentation.

- 10.4 All passengers must at all times follow the safety advice and instructions given by us and the pilot. We cannot be held responsible for any injury caused or damage to property where this clause is not complied with, subject always to clauses 10.3 and 10.5.
- 10.5 Nothing in these Terms and Conditions seeks to exclude or limit any of your rights as a Consumer, where applicable. Further information can be obtained from your local Citizens' Advice Bureau or Trading Standards Office.

11. Events Outside of Our Control (Force Majeure): We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, subsidence, acts of terrorism or war, governmental action, other natural disaster, or any other event beyond our control.

12. Contacting Us

- 12.1 You can contact us by email at info@skyhighballooning.co.uk or by telephone on 0117 369 0402.
- 12.2 In the unlikely event you are dissatisfied in any way, please contact us as soon as possible in the first instance so that we can investigate.

13. How We Use Your Personal Information (Data Protection): All personal information that we may collect will be collected, used and held in accordance with the provisions of the UK General Data Protection Regulation, the Data Protection Act 2018 and any amendments to them. For further information, please refer to the privacy policy on our Website.

14. Other Important Terms

- 14.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if, for example, we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 14.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 14.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 14.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions will be valid and enforceable.
- 14.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

15. Governing Law and Jurisdiction: These Terms and Conditions and the Contract between you and us will be governed by, and construed in accordance with, the laws of England and Wales and any dispute will fall within the jurisdiction of the courts of England and Wales.

16. Flights From Midlands Air Festival 2022

- 16.1 In order to fly with us during the Midlands Air Festival 2022, you must have a valid ticket for the Midlands Air Festival on the day that you have chosen your hot air balloon flight.
- 16.2 Your details will be crossed checked with the organisers of the Midlands Air Festival, and by agreeing to these Terms & Conditions you agree to the sharing of your information for this purpose only.
- 16.3 Only upon confirmation from the organisers of the Midlands Air Festival that you have a valid entry ticket on the day of your selected balloon flight will you receive a confirmation email from us that your order is valid.
- 16.4 Hot air balloon flights from the Midlands Air Festival 2022 are only valid for this event and only valid for the day and time slot booked for. If your balloon flight does not go ahead due to weather conditions or any other means including a safety decision by your pilot then you will receive a full refund within 14 days of the event ending.
- 16.5 Balloon flight decisions are generally made by the organisers of the Midland Air Festival and shortly before each flight our pilots will attend a pilot safety briefing. It is only at this point we will know if the flight is going ahead or not. The final decision to fly or not to fly will be made by your pilot at the time of the flight briefing also.
- 16.6 You can have the option of still flying with Sky High ballooning if your flight is cancelled, and your voucher will be valid from the 5th June 2022 until the 1st June 2023, however your flight will be from one of our regular launch sites of either Bristol, Bath, or Stroud. This will all be discussed with you either in person, over the phone, or via email.
- 16.7 You will receive full details of where to meet and what time for your balloon flight. You will receive this no less that 2 weeks prior to the event. If you have any questions relating to this information then please contact us using the information on the documents and our website.
- 16.8 Failure to turn up at the correct time and location for your balloon flight will invalidate your flight voucher and it shall no longer remain valid. Our team will endeavour to contact you on the mobile number provided at the time of booking if you are not at the meeting point for your balloon flight.