

Terms & Condition

These terms and conditions are entered into on behalf of Ascent Balloon Co Ltd

Voucher Purchase

1. The purchase of a voucher for a hot air balloon flight must be made on our standard booking form which includes our terms and conditions.
2. Vouchers may be purchased by telephone, mail or via our website and in all instances your order will be confirmed to you on our booking form which will be sent to you by first class post.
3. If you do not agree with our terms and conditions you have a right to cancel your purchase within 7 days commencing on the working day after you receive the voucher. Cancellations must be notified to us in writing. Unless you cancel within the time stipulated you will be bound by all these terms and conditions.
4. If you book a flight date within 7 days of purchase you are deemed to have accepted these terms and conditions.
5. Vouchers are a personalised item and you will incur a £10.00 charge if cancelled. Other non personalised merchandise such as sweatshirts are fully refundable if returned in an unused condition. Balloon in boxes are fully personalised and are therefore non refundable.
6. This contract is made with you but you can give it to someone else provided you tell us in writing. These Terms and Conditions will still apply and "you" in these terms and conditions will refer to that person.
7. It is our intention that all the terms of the contract between us are contained in these terms and conditions and in the brochures and associated documents (if any) issued by us. If you wish to rely upon any variation in these terms you should ensure that the variations are agreed in writing by us when the completed purchase form is returned.

Our Obligations to you:

8. This voucher will entitle you to participate in a hot air balloon flight experience at a date to be arranged within 12 months of its purchase including the preparation and inflation of the balloon for flight, a flight in a hot air balloon.
9. The voucher is not redeemable for cash.
10. Hot air balloon flights are completely dependent upon the weather and are regulated by the Air Navigation Order. It may be necessary to postpone a flight at any time if in our judgment the conditions are not safe or the flight would not be permitted under the Air Navigational Order. We will give you as much warning as operational procedures allow of any postponement but in order to ensure safety we reserve the right to postpone a flight at any time up to the moment of launch. In the event of a flight being cancelled by us due to adverse weather conditions or for any other reason alternative dates will be offered as quickly as possible.
11. It is intended that the balloon will be in the air for approximately 1 hour but the pilot has ultimate responsibility for deciding the duration and conduct of any flight and the appropriate time and place of any landing. We cannot guarantee that a flight will follow any particular direction.
12. If we have to postpone your flight on eight or more occasions and your voucher is then valid for a period of less than two months we will extend the validity period of your voucher to include the next three months. If this extends the validity of the voucher into the flying season of the next year the voucher will also be valid for the intervening months.
13. The voucher is non refundable save for the following exceptional circumstances. Provided your clause 1 is met we will make you a refund if you die during the validity period of the voucher, or if at least one month before the end of validity you supply a doctor's certificate that you were unfit to fly and will remain unfit for the duration of the validity period, or if we have agreed in writing at the time of the voucher purchase that the flight must be taken on a specified date or within a specified period of not more than one month and we are unable to fly at that time or during that period. All refunds under the above circumstances will incur an administration fee of 40%.
14. If you are unable to fly during the validity period of your voucher because you are pregnant we will extend the validity period by nine months provided we have been notified during the first four months of the pregnancy.
15. We carry insurance cover against the risk of injury or damage to passengers and their belongings during the course of our flights in accordance with international agreements covering air transport. The company's legal liability is limited to £3.5 M for any one accident subject to policy terms and conditions and a limit of £375 each person for belongings. We can further provide details upon request and 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 out your own additional cover. We will not be liable for any loss or damage to equipment and effects brought with you on the flight nor for death or personal injury above the level of our insurance cover unless it has been caused by our recklessness.
16. We do not accept liability for any costs or expenses you incur if we have to postpone any flight, where the reason for the postponement is beyond our control.
17. We reserve the right to change advertised venues.
18. We reserve the right to change launch sites if wind direction or airspace restrictions prevent safe flight on the day. In this instance the flight will be transferred to the nearest alternative site.
19. Balloon in the box orders are sent by special delivery service of the Royal Mail and are guaranteed for delivery before 12.30 pm on the agreed day Monday to Fridays only. Saturday deliveries are possible but are not guaranteed. The limit of our liability in the case of a failed or damaged delivery shall be the maximum of the original purchase price of the Balloon in the box.

Your Obligations To Us:

20. You must contact us within 3 months of the purchase date shown on the voucher, quoting the booking number on the voucher to make a first booking for your flight which must be for a date within 9 months of the purchase date. If you do not do so and do not take your flight within the validity period the voucher will expire at the end of its validity period and you will lose the right to a flight. We will not make any refund in these circumstances
21. Your voucher is valid for a period of 12 months from the date upon which it was bought. If your flight is not taken within that time you will lose the right to participate in a flight unless you have booked flights on eight occasions which have had to be postponed or the validity period of the voucher has been extended for some other reason under these terms and conditions.
22. If you have not met the conditions outlined in 21 and you contact us in writing before your voucher expires you may purchase another years validity from your original expiry date at a cost of £50 per voucher.
23. If payment was not made in full when the voucher was purchased the balance must be paid ten days before the first date for which you book your flight.
24. You must telephone to check that the flight has not been affected by adverse weather conditions in accordance with our instructions.
25. You may postpone your flight reservation up to 36 hours before the meeting time for the flight if your flight is booked for a day between Tuesday to Saturday inclusive. If your flight is booked for a Sunday or Monday we require 72 hours' notice of postponement. At the time of postponement you must reschedule your flight for a mutually convenient date within one month.
26. If you do not give notice of postponement in accordance with paragraph 27 above or do not attend in time to take part in your booked flight, you will not be entitled to a re-scheduled flight nor to any refund.
27. We are not qualified to express an opinion confirming that you are fit to fly and you must 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 of your fitness to fly from your doctor. You must not fly if you are pregnant or under the influence of alcohol or drugs.
28. Our paramount consideration is your safety and the safety of others participating in the flight and you must obey all requests and instructions issued by any of our representatives and take particular care to abide by any 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 risk to the balloon, to other passengers, or to yourself.
29. We 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.
30. You should wear such appropriate clothing as is advised to you in advance of the flight and as further detailed in our brochure.
31. We will not allow smoking on board our aircraft or within close proximity.
32. If you have a complaint you should write to us Ascent Balloon Co Ltd 25 Carlingcott Bath BA2 8AN