

PLEASE READ

Lindstrand AeroPlatforms Limited Flight Terms and Conditions

These terms and conditions are entered into on behalf of Lindstrand AeroPlatforms Limited ("Lindstrand").

1 The Flight

- 1.1 Pursuant to these terms and conditions, Lindstrand will provide a flight in a balloon tethered to the ground filled with helium for its lift (the "Flight") to the holder of a valid Ticket (the Ticket holder or you), that is a Ticket which is in date or which has been extended in accordance with the terms and conditions set out below.
- 1.2 A permanently tethered gas balloon is used by Lindstrand to provide the Flight. Lindstrand is not a provider of carriage by air.

2 Ticket Conditions

- 2.1 All tickets are purchased from Lindstrand AeroPlatforms Limited, a company registered in England with registered No. 05264760 of 39 Station Road, Thames Ditton, Surrey KT7 0PA.
- 2.2 In these terms and conditions "you" and "your" means all persons for which a Ticket has been purchased and "we" and "us" means Lindstrand. No employee of Lindstrand other than a director has authority to vary these terms or offer any discount or refund.
- 2.3 The Ticket will become the binding contract between Lindstrand and you only when Lindstrand or its authorised agent issues you with a Ticket.
- 2.4 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 the rest of these terms and conditions will apply to that person.
- 2.5 When you receive your Ticket please check the details carefully and inform us immediately if anything is incorrect.
- 2.6 Your Ticket will be issued to you subject to the following conditions:
 - 2.6.1 We have received full payment for the Flight in accordance with clause 4.1 below;
 - 2.6.2 You are 16 years old or over;
 - 2.6.3 If you purchase a ticket for a minor, you are responsible for the conduct of that minor and for his or her adherence to the terms hereof; and
- 2.6.4 **You shall disclose any medical conditions that may affect your full participation in the Flight and warrant that you are medically fit to participate. It is your responsibility to ensure that you have any necessary medication or medical equipment that you require during the Flight.**

3 Flight Tickets

- 3.1 The Ticket will entitle you to participate in a Flight at a date, to be arranged, within 12 months of its purchase.
- 3.2 When you purchase a Ticket, you are permitted to postpone the scheduled date and time of your Flight to another date within the 12 month period.
- 3.3 The Ticket is not redeemable for cash.

4 Payment

- 4.1 Full payment must be made at the time of Ticket purchase.
- 4.2 Tickets may, at our option, be purchased by telephone if payment is made by credit or debit card.

5 Flight Conditions

- 5.1 Our ability to provide the Flight is completely dependent on the weather, which is unpredictable. We may have to postpone a Flight at any time if in our judgment the conditions are not safe. We will give you as much warning as possible of any postponement but in order to ensure your safety we reserve the right to postpone a Flight at any time up to the moment of launch.
- 5.2 The capacity of the gondola holding passengers which is attached to the balloon is subject to a maximum of 30 passengers plus the operator in light wind. However, in stronger winds the gondola may only be able to carry approximately 5 passengers. The operator shall at his discretion make a final decision regarding the appropriate number of passengers permitted for each Flight according to the weather conditions at the time.
- 5.3 The availability of advertised facilities might also be hindered due to local weather conditions or circumstances beyond our control, including but not limited to public holidays or routine maintenance. Lindstrand does not accept responsibility for any unavailability of such facilities.
- 5.4 The Flight is scheduled to last for approximately 15 minutes but the operator of the balloon has the ultimate responsibility for deciding the duration and conduct of any Flight.
- 5.5 If we have to postpone your Flight your Ticket shall remain valid for a period of 12 months from the date of purchase.

6 Health and Safety

- 6.1 You accept that this activity carries a risk of personal injury; you have the right to refuse the taking of risks which you believe may endanger your health and/or safety or which are not covered by your personal insurance policy. You agree that Lindstrand will not be held liable for any injury or damage caused to you where you have taken a risk willingly and the injury or damage arose other than as a result of our negligence.
- 6.2 **We accept your payment on the understanding that you appreciate the potential risks involved in participating in the Flight, including injury, disease, loss/damage to personal property or inconvenience and discomfort and that you are physically capable of participating fully in the Flight.**
- 6.3 You agree to comply with all reasonable requests made by the Lindstrand staff with regards to your personal wellbeing and the wellbeing of others.
- 6.4 We are not in a position to provide you with a qualified medical opinion that you are fit to participate in the Flight. You must not take part in a Flight if you suffer from vertigo, any other serious medical condition or have recently undergone surgery. You must not take part in the Flight if you are under the influence of drugs or alcohol.
- 6.5 Lindstrand reserves the right to refuse your participation in a Flight if any of their staff has reasonable grounds to believe that you are under the influence of drugs or alcohol or present a risk to the balloon, other passengers or yourself.
- 6.6 We will not allow children under 16 years of age to take part in a Flight unless they are accompanied by a responsible adult.
- 6.7 You should wear appropriate clothing for the Flight as advised to you and as detailed on our website.
- 6.8 We welcome disabled people on our Flights, though we appreciate that certain disabilities may present greater difficulties than others. We shall make every endeavour to ensure that customers with disabilities are able to take part. In order to make this possible, we should be grateful if you would inform us of any disability or medical condition when purchasing your Ticket, even if you do not consider yourself to have a disability.

7 Liability

- 7.1 Whilst Lindstrand takes all necessary and reasonable precautions to prevent accidents or injury, you acknowledge and agree that participation in the Flight carries a risk of accident or injury.
- 7.2 Nothing in these terms and conditions shall exclude or limit Lindstrand's liability for:

- 7.2.1 fraud or other criminal act;
- 7.2.2 personal injury or death caused by the negligence of Lindstrand employees in connection with the performance of their duties; or
- 7.2.3 any other liability that cannot be excluded by law.
- 7.3 Except as provided in clause 7.8, Lindstrand accepts responsibility for any loss or damage resulting from our failure to perform, or improper provision of, the services Lindstrand has agreed to provide to you.
- 7.4 Subject to clause 7.2, Lindstrand will not under any circumstances be liable under these terms and conditions for any damages relating to i) cancellation of a Flight, or costs incurred directly from late arrival, ii) loss of opportunity and/or iii) any consequential loss. Such liability is excluded whether such damages were reasonably foreseeable or actually foreseen.
- 7.5 Subject always to clauses 7.2 and 7.3 above, we do not accept responsibility for any loss or damage you suffer where your failure to perform, or improper performance, is not due to negligence from Lindstrand or that of our employees, agents, contractors, or service providers, including but not limited to where any such failure or improper performance is attributable, in whole or part to:
- 7.6 you or another member of your party; or
- 7.7 any circumstances beyond our reasonable control, which could not have been foreseen or avoided if all due care had been taken, including but not limited to war or threat of war, riot, civil unrest, strike, industrial action, threat of or act of terrorism, mechanical breakdown, act of God, adverse weather conditions or any other event of force majeure where events arise for reasons other than Lindstrand's negligence.
- 7.8 Subject to the provisions of clause 7.2 above, our liability to you for any loss or damage you may suffer, whether as a result of failure to perform, or the improper performance, of the services we have agreed to provide to you or otherwise is limited to the amount set out in Article 7 of our Terms and Conditions for Passengers.
- 7.9 We hereby exclude to the fullest extent permissible under the applicable law all liability that Lindstrand has not expressly accepted in these booking conditions. These limitations will apply regardless of the form of action, whether under statute, in contract, tort (including negligence) or any other form of action. For the purposes of all of clause 7 'Lindstrand' includes our employees, sub-contractors, licensors and suppliers, who shall therefore have the benefit of the limits and exclusions of liability set out in this clause 7 in the terms of the Contracts (Rights of Third Parties) Act 1999.
- 7.10 Nothing in these terms and conditions affects your statutory rights as a consumer.
- 7.11 Lindstrand accepts responsibility for ensuring that your Flight is provided as described in our brochure and website. If it fails to comply in whole or in part with any description, we will provide you with a full refund of the Ticket price. Certain statements within our documentation may become out-of-date from time-to-time, so clients wishing to place specific reliance on any statement within any of our documentation, which was believed to be correct at the time, should seek written confirmation of that statement before accepting the offer of a Ticket.
- 7.12 Unless a longer period is provided for by force of law, any claim or court proceedings you wish to pursue against us must be brought within 2 years of the completion of your Flight or within 2 years of first discovering the matters giving rise to the claim, if this is later. If you do not, then our liability to you will be limited in all cases to the sum of £100.

8 Insurance

- 8.1 You accept that it is your sole responsibility to obtain personal insurance by the scheduled date of your Flight and all payments are accepted on this basis. Your insurance must cover cancellation, curtailment, legal expenses, medical and emergency travel, personal accident, personal liability, rescue and assistance. You are obliged to ensure that your policy covers the type of sporting activity you will be undertaking during the Flight.
- 8.2 Your policy cover should extend beyond the length of your Flight by at least two weeks, this is Lindstrand's suggested minimal period, and we recommend you seek independent advice on this length.
- 8.3 Lindstrand accepts no responsibility for the loss or damage to your personal property, unless it has been lost at our negligence. It is recommended that you have personal insurance to cover loss of personal property by theft or accident.

9 Cancellation by Lindstrand

- 9.1 In very rare circumstances Lindstrand may be required to make alterations to a Flight which may result in cancellation. Lindstrand reserves the right to make alterations to a Flight without prior notice and at its absolute discretion. Lindstrand will not provide compensation if a Flight is cancelled in such circumstances.
- 9.2 If we have to cancel a Flight and it is not possible or convenient to reschedule your Flight to another time and date, you are entitled to a full refund of the Flight fee.
- 9.3 Lindstrand will not provide a refund or compensation if a Flight is cancelled due to unforeseeable circumstances beyond its reasonable control which could not have been avoided even if all due care had been exercised. This includes, but is not limited to, war or threat of war, riot, strike, civil unrest, industrial action, act or threat of terrorism, mechanical act of God, or adverse weather conditions.

10 Complaints

- 10.1 If you wish to make a complaint during your Flight, you should inform a member of Lindstrand staff as soon as possible. We will investigate any claims made and try to resolve them. If the matter cannot be resolved during the Flight then you must write a letter to our office within 1 month of the date of your Flight.
- 10.2 Lindstrand will only deal with complaints made by the person on the Flight, or for minors, his/her parent or legal guardian.

11 Personal Data and Image Rights

- 11.1 We reserve the right to collect certain information such as your name and address, medical details, nationality etc in order to provide your Flight. For the purposes of the Data Protection Act 1998 we are a data controller. We may pass this information to security or credit checking companies and to public authorities such as customs and immigration. When you make this purchase, you consent to this information being passed to the relevant organisation.
- 11.2 Lindstrand reserves the right to use any materials, including but not limited to photographs, film or creative materials taken of you during your Flight for use exclusively in Lindstrand's marketing or advertising material without obtaining further consent.
- 11.3 Any photographs, film or creative materials created by you during your flight may only be used for your personal and private use. It may not be published, posted to the internet or used for commercial gain without the prior written permission of Lindstrand.

12 Law

- 12.1 These terms and conditions shall be governed by and construed in accordance with English Law and are subject to the exclusive jurisdiction of the English courts.