

## Lindstrand AeroPlatforms Limited Terms and Conditions for Passengers

These Terms and Conditions for Passengers contain important information about the contract of carriage between us and you.

### 1 Article 1

#### What Particular Expressions Mean in these Terms and Conditions

As you read these Terms and Conditions, please note that:

"we", "our", "ourselves" and "us" means Lindstrand AeroPlatforms Limited, a company registered in England with registered No. 05264760 of 39 Station Road, Thames Ditton, Surrey KT7 0PA (see also definition of "Carrier");

"you", "your" and "yourself" means any person, except members of the crew, carried or to be carried in the aircraft with our consent (see also definition of "Passenger");

"Additional Conditions" means all applicable terms and conditions to your Ticket which apply in addition to these Terms and Conditions including but not limited to our Flight Terms and Conditions;

"Baggage" means your personal property accompanying you in connection with your trip;

"Carrier" means Lindstrand AeroPlatforms Limited, a company registered in England with registered No. 05264760 of 39 Station Road, Thames Ditton, Surrey KT7 0PA (see also definition of "we", "our", "ourselves" and "us");

"Convention" means whichever of the following instruments are applicable:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the "**Warsaw Convention**");
- the Warsaw Convention as amended at The Hague on 28 September 1955;
- the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No.4 of Montreal (1975);
- the Montreal Convention (1999);

as supplemented by the Guadalajara Convention (1961) where applicable;

"Damage" includes death, wounding or bodily injury to a Passenger and loss, partial loss, theft or other damage to Baggage of whatsoever nature arising out of or in connection with carriage or other services incidental thereto performed by us;

"Days" means calendar days, including all seven days of the week, provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted;

"EC Regulation" means Council Regulation 2027/97 on air carrier liability in the event of accidents, as amended by European Parliament and Council Regulation No. 889/2002;

"Fare" means the amount paid or to be paid for the relevant Flight but does not include any taxes, fees or charges imposed by Government or other authority which we are obliged to collect from you or pay in respect of you;

"Flight" means a flight in a tethered balloon filled with helium for its lift;

"Flight Terms and Conditions" means rules, other than these Terms and Conditions, published by us and in effect from time to time governing carriage of Passengers and/or Baggage and shall include applicable Tariffs in force from time to time and are available at our offices, check-in desk and on our Website;

"Passenger" means any person, except members of crew, carried or to be carried in the balloon with our consent (see also definition for "you", "your" and "yourself");

"Special Drawing Right" is a unit of currency which the International Monetary Fund fixes from time to time as having a Sterling or other currency equivalent;

"Tariff" means the Fares, charges and conditions applicable thereto;

"Terms and Conditions" means these terms and conditions published by us and in effect from time to time governing your Ticket;

"Ticket" means a ticket purchased by you for a Flight in accordance with these Terms and Conditions, the confirmation of Flight details together with terms and conditions and important notices issued by us or on our behalf (whether in the form of a confirmation letter, email or the equivalent information on the Website);

"Website" means the internet site <http://www.aeroplatforms.co.uk> provided by us for the purpose of Passengers making online reservations.

### 2 Article 2: When these Terms and Conditions Apply

#### 2.1 General

2.1.1 Except as provided in Articles 2.3, 2.4 and 2.5 below, these Terms and Conditions govern all Tickets you purchase from us and any liability we may have in relation to that Ticket.

2.1.2 The Additional Conditions form part of these Terms and Conditions and apply to your Ticket. **We strongly advise that you read the Additional Conditions relevant to your Ticket.** These are available through our Website and copies may be obtained from our offices at the addresses below.

#### 2.2 When is your Contract With us Formed?

2.2.1 When you purchase a Ticket, our contract with you begins when we issue you with a Ticket and confirmation of receipt of payment.

2.2.2 Once the contract has been made, we are responsible for providing the booked Flight in accordance with these Terms and Conditions. When you purchase a Ticket, you accept these Terms and Conditions and you also accept them on behalf of all members of your party. You are also responsible for all payments due from each and every member of your party.

#### 2.3 Overriding Laws

If these Terms and Conditions or any of them are inconsistent with any laws (such as the Convention) or Tariffs which apply to your contract of carriage with us, those laws or Tariffs will apply.

#### 2.4 These Terms and Conditions Prevail over the Additional Conditions

Except as provided herein, in the event of inconsistency between these Terms and Conditions and any relevant Additional Conditions to your Ticket, these Terms and Conditions shall prevail.

#### 2.5 Differences between these Terms and Conditions and our Flight Terms and Conditions

If these Terms and Conditions are inconsistent with our Flight Terms and Conditions, these Terms and Conditions will apply.

#### 2.6 Validity of these Terms and Conditions

If any of these Terms and Conditions are invalid, the other Terms and Conditions will remain valid.

### 3 Article 3: Tickets

#### 3.1 Your Ticket is Evidence of your Contract With Us

The evidence of your contract of carriage with us is the Ticket. The Ticket, these Terms and Conditions and other Additional Conditions (including any applicable Tariffs) together constitute the terms and conditions of the contract of carriage between you and us.

#### 3.2 Changes to your Ticket

If you wish to change your Flight or the Passenger(s) to be carried, you may do so in the circumstances provided in our Flight Terms and Conditions. Otherwise, your contract of carriage with us is not transferable. You should consider taking out insurance to cover situations where you may have to cancel your Ticket.

#### 3.3 When your Ticket is Valid

We will only carry you if you are in possession of a valid Ticket.

#### 3.4 Name and Address of the Carrier

Our name and address may be abbreviated on any of our documents of carriage, including the Ticket or on the Website. The address of our registered offices can be found at the end of these Terms and Conditions.

### 4 Article 4: Reservations and Tickets

#### 4.1 Is your Fare refundable?

Your Ticket is valid for a period of 12 months from the date of issue. You will not be entitled to a refund of your Fare if you fail to use your Ticket within the period of 12 months from the date of issue, except in exceptional circumstances. The circumstances in which you may be able to claim a refund of your Fare are set out in our Flight Terms and Conditions.

#### 4.2 Payment for your Flight

Fares, taxes, fees and charges relating to your reservation must be paid in full at the time of Ticket purchase. If such sums have not been paid in full (or appropriate credit arrangements are not made with us) by the time you receive your Ticket, we may at any time prior to check-in cancel your Ticket or refuse to allow you to travel without any liability to you.

#### **4.3 Use of your Personal Data**

You recognise that your personal data has been given to us for the purposes of issuing you with a Ticket; providing and developing ancillary services and facilities; direct marketing (subject to your right to withdraw your authority); accounting, billing and auditing; checking credit or other payment cards; security, administrative and legal purposes; systems testing, maintenance and development; statistical analysis; ensuring our compliance with legal and regulatory obligations applicable to us; and helping us in any future dealings with you. For these purposes you authorise us to retain and use your personal data and to transmit it to our own offices, authorised agents, government agencies, other carriers or the providers of the services mentioned above wherever they may be located.

### **5 Article 5: Security**

#### **5.1 Security Inspections**

You must submit to any security checks or screening or requirements by Government or by us.

### **6 Article 6: Refusal and Limitation of Carriage**

#### **6.1 Our Right to Refuse Carriage**

We may refuse to carry you or your Baggage for reasons of safety or if, in the exercise of our reasonable discretion, we determine that:

- 6.1.1 such action is necessary for reasons of security;
- 6.1.2 such action is necessary in order to comply with any applicable laws, regulations or orders;
- 6.1.3 your conduct, status, age or mental or physical condition or the physical condition of your Baggage is such as to: (a) require our special assistance; or (b) cause harm, discomfort or make yourself objectionable to other passengers or crew; or (c) involve any hazard or risk to yourself or other persons or to property; or
- 6.1.4 you have committed misconduct on a previous Flight and such conduct may be repeated; or
- 6.1.5 you are drunk or under the influence of alcohol or drugs; or
- 6.1.6 if you are, or we have good reason to believe that you are, in the unlawful possession of drugs; or
- 6.1.7 you have used threatening, abusive or insulting words to a member of our staff; or
- 6.1.8 you have behaved in a threatening, abusive or insulting way towards a member of our staff; or
- 6.1.9 you have not observed, or may fail to observe, our instructions with respect to safety or security; or
- 6.1.10 you have refused to submit to a security check; or
- 6.1.11 the applicable Fare or any charges or taxes payable have not been paid, or credit arrangements agreed between us and you (or the person paying the Fare) have not been complied with; or
- 6.1.12 the person presenting for check-in cannot prove that he is the person named as the Passenger on the Ticket. We reserve the right to retain such Ticket in these circumstances.

### **7 Article 7: Liability for Damage**

7.1 Save as provided by the EC Regulation, carriage by us is subject to the rules and limitations relating to liability established by the Convention.

#### **7.2 The following conditions apply to all carriage of Passengers by us:**

- 7.2.1 we shall be liable to you in the event of an accident resulting in your death or other bodily injury whilst on board the balloon operated by us or in the course of any of the operations of embarking or disembarking;
- 7.2.2 the amount of damages payable by us is not subject to any financial limit (be it defined by law, the Convention or contract) but for damages exceeding 100,000 Special Drawing Rights we can exclude liability if we prove either that such Damage was not due to our negligence or other wrongful act or omission or that of our servants or agents or that such Damage was solely due to the negligence or other wrongful act or omission of a third party;
- 7.2.3 if we prove that the Damage was caused by, or contributed to by, the negligence or other wrongful act or omission of the deceased or injured Passenger we may be exonerated wholly or in part from our liability in accordance with applicable law;
- 7.2.4 in the event of an accident resulting in the death or other bodily injury to a Passenger whilst on board the balloon operated by us or in the course of embarking or disembarking, we shall without delay, and in any event not later than fifteen (15) Days after the identity of the natural person entitled to compensation has been established (by a court or otherwise), make such advance payments as may be required to meet the immediate economic needs of that person on a basis proportional to the hardship suffered, provided that in the event of death the advance payment will not be less than the equivalent of 16,000 Special Drawing Rights per Passenger;
- 7.2.5 any advanced payment paid pursuant to Article 7.2.4 above:
  - (a) shall not be construed as an admission of liability by us and is made without prejudice to any defence which we are entitled to assert;
  - (b) may be offset against any subsequent sums payable on the basis of us being held liable; and
  - (c) is not returnable unless we subsequently prove that: (1) the Damage was caused by, or contributed to by, the negligence or other wrongful act or omission of the deceased or injured Passenger; or (2) the person who received the advanced payment caused, or contributed to, the Damage by negligence or other wrongful act or omission; or (3) the person who received the payment was not the person to whom such compensation should properly have been paid.
- 7.2.6 save to the extent that applicable law may otherwise provide, where any advanced payment paid pursuant to Article 7.2.4 above, or any part thereof, is returnable to us pursuant to Article 7.2.5(c) above, the person who received the payment concerned shall make the repayment to us immediately upon the relevant proof being established (in a court or otherwise), together with interest calculated from the date of receipt of the payment by that person until the date of repayment to us, at the then current judgment rate applicable in the court having jurisdiction;
- 7.2.7 if we carry you and your age or mental or physical condition is such as to involve any hazard or risk to you, we shall not be liable in any way whatsoever for any illness, injury or disability including death, attributable to such condition or for the aggravation of such condition arising out of the normal consequences of carriage.
- 7.2.8 we are not liable for Damage arising from our compliance with any laws or Government regulations, orders or requirement, or from your failure to comply with the same;
- 7.2.9 our liability shall not exceed the amount of proven Damages. We shall furthermore not be liable for indirect or consequential Damages of any nature whatsoever and howsoever arising;
- 7.3 Any exclusion or limitation of our liability shall apply to and be for the benefit of our agents, employees and representatives. The aggregate amount recoverable from us and from such agents, employees, representatives and person shall not exceed the amount of our limit of liability.
- 7.4 Unless expressly provided nothing herein shall waive any exclusion or limitation of our liability under the Convention or applicable laws.

### **8 Article 8: Time Limitation on Claims and Actions**

#### **8.1 Notice of Claims**

No action shall lie against us in the case of Damage (including partial loss) to Baggage unless the person entitled to delivery complains to us within seven (7) Days from the date they receive the Baggage and in the case of delay, unless the complaint is made at least within twenty one (21) Days from the date on which the Baggage has been placed at their disposal. Every complaint must be made in writing and sent to us within the time limits set out above.

#### **8.2 Limitations of Actions**

Any right to damages shall be extinguished if an action is not brought against us within two (2) years from the date the Flight, or from the date on which the Flight stopped. The method of calculating the period of limitation shall be determined by the law of the court hearing the case.

### **9 Article 9: Choice of Law and Jurisdiction**

9.1 Unless otherwise provided by the Convention or any applicable law, Government regulations, orders or requirements:

- 9.1.1 these Terms and Conditions and any carriage which we agree to provide you with (in respect of yourself and/or your Baggage) shall be governed by the laws of England; and
- 9.1.2 any dispute between you and us concerning or arising out of such carriage in any way whatsoever shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales.

### **10 Name of the Carrier**

Lindstrand AeroPlatforms Limited, 39 Station Road, Thames Ditton, Surrey KT7 0PA