

date of the Flight Voucher and supply a doctor's certificate that you will remain unfit for the duration of the validity period. In the event of the death of the Voucher holder, on the production of a death certificate for the Flight Voucher holder the Flight Provider will refund the percentage balance remaining of the Voucher validity (this may be between 10% to 100%) depending on the number of attempts made to fly.

9.4 If the Flight Provider has agreed with the Buyer at the time of the purchase of the Flight Voucher that the Flight can be taken on a specified date or within a specified period of not more than one month's duration. Where the Flight Provider is unable to provide the Flight at that time or during that period due to events beyond the control of the Flight Provider, then the Flight Provider will refund the Voucher cost less a £25.00 handling fee. This refund only applies to Flights where the date and time of the Flight are agreed between the Buyer and the Flight Provider in writing at the time of the purchase of the Voucher.

9.5 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.

9.6 If you are unable to fly during the validity period of your Flight Voucher because you are pregnant the Flight Provider will extend the validity period by nine months provided the Flight Provider has been notified during the first four months of the pregnancy.

10. Insurance

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 limit of £1 million. 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.

11. Additional Provisions

11.1 The Flight Provider does not accept liability for any costs or expenses or damages consequential or otherwise the Buyer or Voucher Holder has or may incur if the Flight Provider has postponed or cancelled any Flight for any reason.

11.2 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.

11.3 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.

11.4 Balloon in the box orders are sent by special delivery service of the Royal Mail. Whilst every effort is made to ensure delivery takes place in accordance with your instructions the Flight Provider cannot guarantee delivery. The limit of 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.

11.5 Due to restrictions in the lifting capacity of the Balloons passengers weighing over 120 kilos 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.

11.6 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.

11.7 All passengers should wear appropriate clothing as is advised to you in advance of the Flight and as further detailed in the Flight Providers brochure.

11.8 The Flight Provider will not allow smoking on board the Balloon or within close proximity to the Balloon.

12. Law and Jurisdiction

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

13. Force Majeure

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

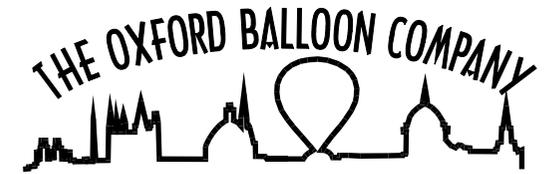
14. Third Party Act

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.

15. 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

BABO/OFT Registered Jan 2007 v1.1



Terms and Conditions

Telephone and Fax
01235 537429
www.oxfordballoon.com

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

1. All Flight Vouchers 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 Voucher.
2. You must contact the Flight Provider within 3 months of the purchase date shown on the Flight Voucher quoting the booking number on the Flight Voucher 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 Voucher will expire and you will lose the right to a Flight. The Flight Provider will not make any refund where the Voucher holder has not complied with this clause.
3. Cooling Off Period
 - 3.1 A full refund for the cost of the Flight Voucher can be obtained from the Flight Provider where the Flight Provider is notified by the Buyer or Flight Voucher Holder of the cancellation within 7 days of the purchase of the Flight Voucher (the Cooling Off Period). Refunds will only be made to the Buyer of the Flight Voucher. Refunds to third parties are not permitted.
 - 3.2 Notice must be received by the Flight Provider by 5pm on the seventh day after the purchase (the Cooling Off Period).
 - 3.3 Where a personalised presentation pack is requested by the Buyer a charge of £10 per pack will apply where the Voucher 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. Flight Vouchers
 - 4.1 All Flight Vouchers 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 Voucher has been extended under the following terms and conditions:-
 - 4.1.1 The Term of the Flight Voucher 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 Voucher Holder will be advised of any extension of the Flight Voucher when they contact the Flight Provider either to book or confirm the Flight.
 - 4.1.2 If the Flight Voucher 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 Voucher expires they may purchase another years validity from the original expiry date at a cost of £50.00 per Flight Voucher.

- 4.1.3 If payment was not made in full when the Flight Voucher 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.
- 4.1.4 You must telephone the Flight Provider as instructed on the number provided to you at the time of the purchase of the Flight Voucher to check that the Flight has not been cancelled due to adverse weather conditions or other event.
5. Postponement
 - 5.1 You may postpone your Flight reservation:-
 - 5.1.1 Up to 36 hours before the meeting time for the Flight if the Flight is booked for a day between Tuesday to Saturday inclusive
 - 5.1.2 If the Flight is booked for a Sunday or Monday you must give the Flight Provider 72 hours notice of postponement
 - 5.2 At the time of postponement you must re-schedule your Flight for a mutually convenient date within one month of the cancelled Flight date,
 - 5.3 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.
6. Fitness to fly
 - 6.1 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 have 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
 - 6.2 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.
7. Flight Conditions
 - 7.1 The Flight Voucher will entitle you to participate in a Flight at a date to be arranged within 12 months of its purchase including, where appropriate, watching the preparation and inflation of the Balloon for the Flight, a Flight in a hot air balloon, gift folder, champagne toast, and flight certificate.

- 7.2 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.
- 7.3 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 and including the moment of launch.
- 7.4 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.
- 7.5 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. Extensions

If the Flight Provider has postponed your Flight on eight or more occasions and the Flight Voucher then remains valid for a period of less than two months, the Flight Provider will extend the validity period of the Voucher to include the next three months of the flying season (which is 1st March to 31st October). If this extends the validity of the Voucher into the flying season of the following year the Voucher will also be valid for the intervening months.
9. Refunds
 - 9.1 Flight Vouchers are not refundable except in the following events:-
 - 9.1.1 You must have fully complied with the terms and conditions of the Flight Voucher and made every effort to arrange a Flight.
 - 9.1.2 Refunds of the cost of the Flight Voucher will be based on the number of attempts you have made to fly within the 12 month validity period as follows;

• 0-3 attempts	no refund
• 4-6 attempts	25%
• 7-8 attempts	50%
• over 8 attempts	75% or a Voucher Extension (subject to agreement by the Flight Provider)
 - 9.2 Refusing to accept dates offered by the Flight Provider will not constitute attempts to fly.
 - 9.3 Where medical reason prevents you flying you must notify the Flight Provider of the reason preventing you from taking your Flight at least one month before the expiry