

## Wallace & Gromit Moon Rocket Terms and Conditions

### Voucher Purchase:

1. All purchases of a voucher for a hot air balloon flight experience must be made on our website.
2. Throughout these terms and conditions, we/us refers to Exclusive Ballooning Limited trading as Ballooning Access, Berkeley Studios, Breadstone, Gloucestershire, GL13 9HF. 'You' refers to the person who has bought the voucher.
3. We will fly another person if requested (if the voucher is bought for someone else). In this circumstance, 'you' refers to the person for whom the flight is intended.
4. It is our intention that all terms of the contract are contained in these terms and conditions, in the brochures and associated documents issued by us. If you wish to rely upon any variation in these terms, you should ensure that the variations are agreed by us in writing.
5. The cost of the flight in the Balloon is £799, the full amount of which will be retained by Exclusive Ballooning to cover Exclusive Ballooning's costs of operating the flight in the Balloon. Where Passengers choose to donate an additional amount, over and above the cost paid to Exclusive Ballooning, that amount will be collected by Wallace and Gromit's Children's Foundation (registered charity number 1043603) directly from Passengers. Exclusive Ballooning will provide Wallace and Gromit's Children's Foundation with the contact details of the lead Passenger making the booking, in order that they can liaise with Passengers in relation to any donation.

### Our obligations to you:

6. The Voucher will entitle you to participate in a hot air balloon flight experience within 12 months of its purchase date.
7. The Voucher is not redeemable for cash.
8. It is intended that the balloon will be in the air for approximately one 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 or be in the air for any particular length of time. Flights can range between thirty minutes and ninety minutes although the average flight will be between forty five minutes and ninety minutes.
9. If we have to postpone your flight on six or more occasions and your voucher is valid for a period of less than two months, we will extend the validity period of your voucher to include the next three months of the flying season which is April to October inclusive as long as you have satisfied clause 21. If this extends the validity of the voucher into the flying season next year, the voucher will also be valid for the intervening months.
10. Full payment is required to book a flight.
11. We will make refunds for the voucher cost, not your donation to The Grand Appeal in the event of:
  - 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 during that time.
  - If you pass away.
12. Refunds in any other circumstances are at our discretion and if granted are subject to our administration fee as above, your donation to The Grand Appeal will not be refundable.
13. Our administration fee is 30% of the voucher price plus 10% of the voucher price for each and every cancelled attempt to fly up to a total maximum of 60% of the voucher price.
14. We carry third party and passenger liability insurance with a combined single limit of at least £1,000,000. If you

do not consider £1,000,000 would be adequate to compensate you for any loss whether personal injury or death, you should take out your own additional cover.

15. We will not be liable for death or personal injury above the level of our insurance cover unless it has been caused by our recklessness.
16. Safety is our prime concern. The pilot reserves the right to cancel any flight, right up to the point of take-off, if he/she is not happy that the flight can be conducted safely. Without exception, the pilot's decision is final. We reserve the right to alter the itinerary or cancel any flight for operational, meteorological or safety reasons.
17. Ballooning is wholly weather dependant and flying wheelchair equipped balloons requires even more perfect weather. This combination together with British weather means that it is entirely possible that whilst you may fly on the very first date you choose and indeed this happens, it is highly likely that several bookings may be made and cancelled before you are able to fly. We simply cannot take any risks when flying wheelchair equipped passengers. Please do not purchase a voucher unless you understand fully that you may need to be patient in order for us to safely fly you.
18. In the event of a flight being cancelled, you will be asked to reschedule your flight for another day.
19. We cannot be held liable for any inconvenience, expenses incurred or consequential loss in the event of a flight being cancelled.

Your Obligations to us:

20. Your voucher is valid for a period of 12 months from the date 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 six occasions, which have been postponed by us, or the validity period of the voucher has been extended for some other reason under these terms and conditions. There will be no refund in this circumstance.
21. You must contact the booking office within three months of the purchase date and book a flight within 9 months of the purchase date. Failure to do so will result in the loss of voucher validity and we will not make any refund in these circumstances.
22. We are not qualified to express any opinion that you are fit to fly and you must ensure that you are fit to fly.
23. You **MUST NOT FLY** if you are suffering from any serious medical conditions or have recently undergone surgery unless you have a certificate of your fitness to fly from your doctor.
24. You **MUST NOT FLY** if you are or think you may be pregnant. We will extend a voucher by a period of nine months if we receive written confirmation that the voucher holder is pregnant.
25. You **MUST NOT FLY** when under the influence of alcohol or drugs. We are not permitted by the Civil Aviation Authority to fly any passenger who we believe is under the influence of alcohol or drugs. There would be no refund if this scenario arose.
26. It is the responsibility of any passenger to inform us of any reason why they cannot fly under clauses 23, 24 and 25 and for any other reason.
27. 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/her opinion you would be a risk to the balloon, to other passengers or to yourself.
28. We will not fly children under the age of seven years. A child under sixteen will only be flown if accompanied by a responsible fare-paying adult.

29. Booking alterations are accepted, providing we receive at least five working days (Monday to Friday inclusive) notice provided that at the time you do so, you re-schedule your flight for a mutually convenient date within one month of the postponed flight.
30. If you do not give notice in accordance with clause 29 or do not attend in time to take part in your booked flight, you will not be entitled to a re-scheduled flight nor any refund. It is your responsibility to check in at the agreed place, at the check in time. We cannot delay take off times to wait for you.
31. Vouchers are transferable subject to passenger weight. You must contact our office for further advice if you wish to transfer your voucher.
32. Cameras, binoculars, and all other personal items are all carried at passenger's own risk.
33. Passengers' vehicles parked at any launch site are entirely at their own risk.
34. If you have booked a private flight and would like us to fly you from a specific launch site that is not one of our regular sites, you must telephone our office at least four weeks before your intended chosen date. Alternative launch sites cannot be guaranteed and may incur additional costs.
35. If we agree to fly from a site that you have arranged, the final decision as to its suitability will rest with the pilot. We reserve the right to fly from an alternative launch site if we think that using the one you have suggested may compromise the safety of the flight.
36. If we agree to fly from your suggested site and you have confirmed to us that it is suitable based on our requirements, we reserve the right to make a charge to cover additional travel and any accommodation required in order to do so. Discretion to fly from alternative sites is with us and we recommend this is discussed with our office prior to making any booking as we cannot amend the launch site details after a booking is made. Further, if we arrive on a site you have confirmed is suitable to discover this is not the case, and the flight does not take place as a direct result, there would be no refund or rescheduled flight.
37. There is a weight limit of 16 stone (102 KG) per person. Where a passenger weighs more than this, please contact the office prior to making a booking.

General:

38. All flights are certified by the Civil Aviation Authority, Operator number BL 229 and regulated by the Air Navigation Order.
39. All of our pilots hold valid full unrestricted Commercial Pilot's Licences.
40. It is sometimes necessary to suspend flying if the ground conditions become too wet.
41. Force Maejure: In the event of any scenario preventing us from flying during the main flying season as termed in clause 9, we reserve the right to extend any voucher for a period equal to the length of time we are unable to fly. This includes without limitation Act of God, Governmental intervention or act, Floods, Fires, Insurrection or riots. Therefore a refund would not be appropriate.
42. No addition to or modification of, any provision of these terms shall be binding unless made in writing.

Our terms and conditions are subject to change without notice but shall be posted on our website at [https://exclusiveballooning.co.uk/downloads/tandc/WallaceGromit\\_MoonRocketVoucher\\_TermsAndConditions.pdf](https://exclusiveballooning.co.uk/downloads/tandc/WallaceGromit_MoonRocketVoucher_TermsAndConditions.pdf)