

Terms and Conditions – VERY IMPORTANT PLEASE READ

Please keep your voucher in a safe place as you must have it with you on the day of your flight.

We request passengers to book their flight online, as this will give them an email confirmation of the booking along with any other relevant information. If you do not have access to the internet then you may book by phone.

As ballooning is a weather dependent activity, we recommend that you book early in the season, so that you will get ample opportunities to re-schedule if your flight is cancelled due to weather. Vouchers are valid for two full seasons, as your flight may be cancelled on a number of occasions if the weather is not suitable for flying. We want you to have a safe and very enjoyable flight, so we do not fly in conditions that are not suitable. For example, we do not fly in fog, rain or in surface winds in excess of 10kts.

Our flight schedule goes online on 1st March each year for flights between April and September. When making an online reservation, please ensure that you fill in all the requested information, along with your voucher number/s, as otherwise your reservation will be returned as incomplete and you may lose out on your chosen flight. Please also give an alternative date in case the first choice is full when we receive your reservation. Reservations are processed on a time received basis.

Voucher Purchase

1. Vouchers can be purchased by telephone or via our website.
2. 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 refer to that person.
3. 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 must ensure that we agree the variations in writing at the time of purchase.
4. If you do not agree to these Terms and Conditions, the purchaser may return the vouchers, within fourteen days, to receive a full refund.

Our obligations to you

1. The voucher will entitle you to participate in a hot air balloon flight at a date to be arranged, prior to the voucher expiry, including:
 - a) option to assist our ground crew
 - b) a flight in a hot air balloon
 - c) a celebratory glass of champagne or soft drink
2. The voucher is not redeemable for cash.
3. 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 Navigation Order. We will give you as much notice as operational procedures allow of any postponement, but in order to ensure your safety we reserve the right to postpone a flight up to the moment of launch.
4. 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. A flight of less than 30 minutes will entitle the holder to a further flight. As the balloon is carried by the breeze we cannot guarantee that a flight will follow any particular direction.
5. If we have to postpone your flight on three or more occasions during the validity period of the voucher, or during any extension period, we will extend the validity period of your voucher to the end of the following scheduled season free of charge. We are able to discretionally extend expiring vouchers, or vouchers that have expired within 12 months, for an extension fee, confirmed by calling our office, plus any difference in voucher price. This extension can only be made once. These conditions will be strictly enforced.
6. We will make you a refund, less our administration costs, in the following circumstances:-
 - a) You have a Freedom Platinum voucher and have been cancelled by us from a minimum of 7 flights. Requests for refunds in this situation must be made in writing within 21 days of your last cancellation. There will be a fixed €25 administration fee.
 - b) In the case of death of the passenger or if it is certified by a doctor that there is no possibility that you will be or were medically fit to fly (other than by reason of pregnancy) during the validity period of your voucher. Any provided refund under these circumstances will only apply to the person for whom the medical certification applies.
 - c) If we have agreed in writing at the time of the voucher purchase that the flight can only be taken on/by a specific date and we are unable to fly on/by that date.
 - d) As Hot Air Ballooning is a weather-dependent activity, we do not provide refunds due to weather cancellations. The only vouchers that are refundable are Freedom Platinum Vouchers, as above.
 - e) We do not provide refunds for emigration, or any other circumstances, although vouchers can be transferred at no cost.
7. 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. We must be advised during the pregnancy, as we cannot provide this extension retrospectively. This extension can only be provided once. If you suffer from ill health or have surgery during the validity period of your voucher, please advise us at the time and provide us with medical certification. We will then extend your voucher as appropriate. We cannot extend vouchers, at no cost, if advised retrospectively once the vouchers have expired or are expiring.
8. Our administration costs are 30% of the full voucher cost.
9. We carry insurance cover against the risk of any injury to passengers during the course of our flights in accordance with international agreements covering air transport. The level of cover varies from time to time as a result of currency fluctuations. Further details are available on request. If you do not consider 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. 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.

10. We do not accept liability for any costs or expenses you incur if we have to postpone any flight for any reason.

11. You must provide us with your accurate individual weight(s) when making a reservation as we are compelled, for safety reasons and to comply with the Civil Aviation Authority, to complete a flight manifest log prior to departure. If you weigh over 115kg (18 stone) you must contact our office to discuss this with a member of staff.

Your obligations to us

1. The expiry date of your voucher is clearly shown on the voucher. Your voucher will expire unless you have been booked on a minimum of three flights that have been postponed during the validity period (or extension period) of the voucher or if the voucher has been extended for some other reason under these terms and conditions.

2. We recommend that you make your first booking for your flight as early as possible during the scheduled season as ballooning is weather dependent and it might take more than one attempt to get your flight. If your flight is cancelled, due to weather, we advise to submit a reservation form to reschedule within 14 days of your cancellation.

3. If payment was not made in full when the voucher was purchased, the balance must be paid prior to the flight. This can be done by credit card during normal office hours or by cash when being checked in for your flight.

4. When you are booked on a flight you must telephone our weather check line to confirm the status of the flight in order to save a wasted journey. The number is 087-743 7575 or from Northern Ireland/International +353 87 743 7575. This line is updated twice daily during the scheduled flying season, so please phone the above number for updates instead of the office number.

5. You may postpone your flight by giving 3 working days notice before the meeting time for the flight which you have booked. Postponements can only be made by telephone to an operator during office hours and not by email/voicemail etc although email confirmation may be requested.

6. If you do not give notice of postponement in accordance with paragraph 5 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.

7. When a deposit has been paid for a flight and the passenger(s) fail to arrive for their flight, we reserve the right to deduct the balance using the same payment method as used for the deposit.

8. There is a level of mobility required to participate in this sport e.g. getting into the balloon basket is similar to crossing over a field gate. We are not qualified to express an opinion confirming your fitness 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, have restricted mobility, or have recently undergone surgery, unless you have a certificate of fitness to fly from your doctor. Each passenger must be able to adopt a crouched position i.e. knees/hips bent to 90 degrees. You must not fly if you are pregnant or under the influence of alcohol or drugs. Our pilots have the authority to refuse permission to passengers to fly if he/she believes you are medically unfit or under the influence of alcohol or drugs. Please contact the office if you wish to discuss any medical conditions privately with our staff.

9. Hot Air Ballooning is a very safe pastime. However, like all outdoor sport activities, there are some risks that each passenger must understand and accept. For further information, please contact our office to discuss. Your reservation/participation in a flight constitutes your awareness of these risks and your acceptance of them.

10. 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 are not sufficiently mobile, would be a risk to the balloon, to other passengers or to yourself.

11. A child under the age of 16 years will only be flown if accompanied by an adult/parent or guardian and must be approximately 1.5 meters in height to be able to see over the top of the basket. Children under the age of 8 cannot be flown.

12. We will make every effort to fly from the proposed location, however, circumstances can dictate that flight locations can change and that certain weather patterns can dictate that we move to an alternative nearby site, at short notice, to ensure flight safety. We cannot guarantee to launch from any specific location, as an alternative nearby venue could provide more suitable conditions.

13. Due to restrictions in the lifting capacity and passenger space of the balloons, passengers weighing more than 115kg may be charged a surcharge for the flight. The money is payable at the time of making the reservation.

14. When making a reservation, if you fail to receive a flight confirmation within 2 working days, you MUST contact our office to advise. Failure to arrive for a flight due to missing emails or emails incorrectly identified as spam will render the vouchers void.

What TO wear & What NOT to wear & What to bring

1. Please wear clothing suitable for country / outdoor activities e.g. flat (waterproof) shoes, long trousers/jeans and on warm summer days a cap is beneficial. Waterproof footwear is recommended, particularly for morning flights. It is not suitable to wear shorts, skirts, dresses or sandals etc. A hat is recommended for warm summer evening flights.

2. Feel free to bring a camera, as the flight memories are something you will long to share with others. Please have a soft bag to place the equipment in for landing. Due to Data Protection legislation, photographs of fellow passengers should not be made or published without express permission. Irish Balloon Flights cannot accept any responsibility for the loss or damage of any passengers' equipment or belongings.

Irish Balloon Flights reserve the right to amend these Terms and Conditions as necessary. The latest version of these Terms and Conditions can be found on our website at <https://www.balloons.ie/T&C.pdf>. **If you do not agree to these Terms and Conditions, the purchaser may return the vouchers, within fourteen days, to receive a full refund.**