



## TERMS AND CONDITIONS OF AIR DETENTE MONTGOLFIERE

All flights and services delivered by Air Détente Montgolfière are governed by:

- The rates
- The terms & condition of sale
- The relevant rules

### The rates:

The rates are applicable for 1 year and may be changed without notice. VAT and air transport public liability insurance are included. The rates consist of: the planning of the flight, passenger care from the meeting point, equipment, balloon inflating and set-up, the flight, recovery of the balloon, escort vehicle and vehicle transfer back to the meeting point. Not included: transportation to the meeting point, overnight accommodation, meals and sundries.

### The voucher:

- Voucher orders can be made by telephone, post or email
- The registration form and terms and conditions of sale can be downloaded from the website and printed off
- Vouchers are sent upon reception of the registration form duly completed, together with the signed terms and conditions of sale and the full payment.
- Your place in the gondola is guaranteed upon collection of the payment
- During Spring and Summer, flights are scheduled early in the mornings, and in the evenings, whilst in Autumn and Winter, they are spread throughout the day. Whilst the flight itself lasts 1 hours, the whole activity (including preparation, flight and return) will last 3 hours

### The voucher Validity:

The voucher is valid for 1 year from date of issue. During the validity period, you are entitled to 5 flight attempts. If after 5 attempts, we are unable to fly due to adverse weather conditions, your voucher will be renewed for another year. In case you are unable to fly (due to cancellation or refusal of the proposed alternative dates), the voucher will expire automatically. In this instance you will have the option to renew your voucher for another year, subject to the payment of extension fees.

Renewal for another year: the cost for an extension is 50 euro per voucher. Extension requests must be made prior to the voucher expiry date.

Vouchers exceeding 2 years automatically become invalid.

You may opt for a voucher which includes the “cancellation option” for an additional fee of 50 euro, payable in advance and non refundable.

### Gift Voucher:

A voucher may be gifted to someone as long as we are duly informed. The person’s details (compulsory for the planning of the flight) must be communicated to us either by the purchaser or the beneficiary of the voucher. Whilst the terms and conditions of sale are signed by the purchaser, the beneficiary will be deemed to have agreed to the terms.

### Free Voucher:

Valid for 1 year. Free vouchers are neither refundable or extendable

### Payment:

Payment can be made by cheque or debit card when the registration takes place on the day. In line with the regulations which govern distance sales and orders, customers have 14 days to cancel orders placed by distance. Cancellations will not be accepted passed this deadline, unless the “cancellation option” was purchased.

### Cancellation Option:

- Refunds are only possible when vouchers are purchased with the ‘cancellation option’ while still valid. Such request will need to be made by registered post. The cancellation notification must be received no later than 72h from the date of the scheduled flight and must include the voucher(s) and proof of bank account details
- If a cancellation is made less than 72h from the date of the scheduled flight, or a customer is not present on their scheduled flight, the voucher will be deemed spent.
- Cancellation fee: 50 euro

### Medical Conditions:

Ballooning is open to all individuals deemed physically fit. It is your responsibility to seek medical advice to assess your suitability for this activity. If you suffer from a serious medical condition or have just undertaken surgery you will not be able to fly unless you provide a medical certificate confirming that you are cleared to do so.

### Flight Confirmation & Planning :

Air détente Montgolfière will contact you to suggest a date based on weather forecast and availability. This will take place no sooner than one week in advance. During that week it is useful to consult the weather line.

The day before the flight you must contact Air détente Montgolfière to confirm the flight and further details such as meeting location, time, weather conditions, etc.

On the day of the flight, you must arrive at the meeting point at the agreed time. In case you are late, or not present, the voucher will be deemed spent.

#### Aircraft Boarding Conditions:

Nobody is allowed to board the aircraft without a valid voucher. The aircraft pilot is the commander on board and as such supervises all individuals on board his aircraft.

The pilot may request at their discretion that a person does not board the aircraft or disembark, or that an item is not taken on board, should they decide that this could have a negative impact on passenger safety, aircraft cleanliness, the functioning of the equipment, or the smooth run of the flight.

Children younger than 6 years old and pregnant women are not allowed to fly. Children younger than 12 must be accompanied by an adult.

The onus is on you to provide the exact age of your children. We will not board people under the influence of drugs or alcohol.

#### Dress Code:

You must wear casual, natural fibre clothing (cotton, wool...) which is suitable for outdoor activities and seasonal, shoes must be flat, such as walking shoes or trainers, hats (caps) are advisable.

#### Flight Conditions:

Ballooning requires good weather conditions such as light wind, no gusts or stormy weather.

**Since the flight is entirely subject to weather conditions (mostly winds)** we cannot guarantee a specific flightpath, circuit, or flying over a specific site or touristic point of interest.

**The pilot is solely responsible to make the decision whether or not to take off.** Air détente Montgolfière **may use their discretion to cancel a flight up to the time of the flight, should safety be deemed at risk, or weather conditions change, or due to passengers missing. In such circumstances, Air détente montgolfière will not be deemed responsible for any expense incurred by the customer for their journey to the meeting point.** The voucher is valid until its expiry date and a further date will be agreed with the customer.

The duration of a flight is approximately one hour. This is strictly an approximation and is not binding. The pilot may change the duration of the flight depending on the circumstances. They may end the flight at any stage for safety reasons. The pilot may change the launch base, the meeting point and any other element of the flight.

#### Partnership :

Air détente Montgolfière may decide to engage the services of one of several partners recognised by "l'Aviation Civile" to deliver all or part of its services, including the flight itself.

#### Insurance :

Air Détente Montgolfière is insured under the European directive CE n° 785/2004. For more information please contact us.

Belongings brought by passengers are not covered under this insurance, neither are damages incurred on clothing, or damages due to suicide attempts or self-inflicted injury.

The onus is on you to insure yourself if you think it is necessary.

#### Flight Classification

All flights are classified as VFR *as defined by the 'Direction Générale de l'Aviation Civile'*

#### Litigations:

Litigations, complaints, payment disputes and any other issue relating to our service will be referred to the Dijon Civil Court.

#### **Acceptance of the above terms and conditions of sale**

By purchasing a voucher you are deemed to have fully accepted the terms and conditions of sale as detailed above.

You are aware of the conditions required to fly a hot air balloon and fully accept the limitations and constraints that come with it.

**Please date & sign and precede by the mention "Read & Approved"**

