

TERMS AND CONDITIONS

These are the Terms and Conditions of Warbird Experiences Ltd, a company registered in England and Wales with company number 02415708 and registered office Hangar 204-205 Churchill Way, Biggin Hill Airport, Biggin Hill, Kent, TN16 3BN. Throughout these Terms and Conditions, the words “we”, “us” and “our” refer to Warbird Experiences Ltd, and the words “you” and “your” refer to you, the customer.

A. WEBSITE TERMS

A 1) Terms of Access

You are provided with access to our website, including all information, tools and services available from our site in accordance with these Terms and Conditions. Please read these Terms and Conditions carefully.

A 2) Changes to the Terms and Conditions and to our Website Content

We reserve the right to:

- i) update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes;
- ii) modify or withdraw, temporarily or permanently, our website with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of our website;
- iii) amend the prices payable for Vouchers or Flights; or
- iv) refuse to continue to allow a person to use our website for any reason at any time.

A 3) Use of Website

- i) You may use our site only for lawful purposes and in a lawful manner. You will comply with any applicable local, national or international law or regulations regarding the use of the site.
- ii) You will not use our site to send any unsolicited material to any third party or to send any data or material that contains any type of virus.
- iii) You agree that the material on our website is made available for your personal use, and that you will not copy or use any of the material or content on our site for your own purposes.

A 4) Copyright

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content on the site belongs to us and will continue to belong to us.

A 5) Accuracy of Information

- i) We are not responsible if the information on our site is not accurate, complete or current, and we make no warranty that your use of our site will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that our website or the server that makes it available are free of viruses or bugs. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through our site.
- ii) The material on our site, including photographs and descriptions, and any other literature provided by us is provided for general information only and is only intended to represent a general picture of our services. It should not be relied upon or used as the sole basis for making decisions and shall not form any part of any contract that is formed under these Terms and Conditions. Changes may take place before a Voucher is redeemed or before a Flight is undertaken.
- iii) Our site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only.

A 6) Transfer and Updating of Information

- i) The transfer of information to our site is subject to our Privacy Policy in Section E of these Terms and Conditions.
- ii) You agree to provide current, complete and accurate purchase and account information for all purchases made through our site. You agree to update your account and other information, including your email address and credit card numbers and expiration dates, promptly, so that we can complete your transactions and contact you as needed.

A 7) Minimum Age

By using our site, you represent that you are at least 16 years old and that you have given us your consent to allow any of your minor dependents to use our site.

B. VOUCHER CONTRACTS

B 1) Contract Terms

By purchasing a Voucher from us, you enter into a contract with us (“a Voucher Contract”) that is governed by Sections B and D of these Terms and Conditions. The Voucher can be redeemed by you or a person to whom you give the Voucher, and by redeeming the Voucher you or that third party (a “Passenger”) will enter into a separate Flight Contract with us that will be governed by Sections C and D of these Terms and Conditions. The sale of a Voucher by us to you does not constitute a contract to provide a Flight to you or to any other person.

B 2) Restrictions on Passengers

There are restrictions (including age and medical restrictions) on who we will accept as Passengers, which are set out in Section C of these Terms and Conditions. We will not be liable if you buy a Voucher as a gift but the recipient of the gift does not meet the Passenger restrictions. Please check that the intended recipient meets the Passenger restrictions.

B 3) Voucher Validity

- i) The Voucher must be used within 12 months of the date of purchase to book a Flight, and the Flight must take place within a further 12 months from the date of booking. Flights are only available on selected dates throughout the season between late February and November. Bookings are made on a first-come-first-served basis.
- ii) Once a Voucher has expired, it can no longer be used and cannot be redeemed.

B 4) Refunds

- i) Vouchers are not covered by the Financial Services Compensation Scheme, and no refunds will be offered except as expressly set out in these Terms and Conditions.
- ii) If requested within 30 days of purchase, a full refund will be given by us for the cost of a Voucher unless the Voucher has already been redeemed. Refunds will not be made to a Voucher holder who is not the purchaser, or to any third party. Any refund will be processed, and a credit be applied to your credit card or original method of payment, within 14 days.

B 5) Receipt of Voucher

When you purchase a Voucher, we will send you, by email or post, a unique Voucher redemption number. If we send the Voucher redemption number by post, a copy of these Terms and Conditions will be sent to you with the Voucher. This will enable you, or a person to whom you give the Voucher, to book a Flight as set out in Section C below. If you do not receive an email within 24 hours or a postal pack within two days, please contact us.

C. FLIGHT CONTRACTS

C 1) Formation of Contract

- i) The contract between us for the performance of the Flight (a "Flight Contract") will be formed at the time you pay for the Flight. You will then receive from us an email or letter, as appropriate, confirming your booking. Bookings can be made online or over the phone. A Flight Contract is governed by Sections C and D of these Terms and Conditions.
- ii) When you make a booking for a Flight, you undertake and guarantee that:
 - (a) you are, or will be on the day of the Flight, over the age of 18;
 - (b) you accept the terms of the Flight Contract as set out in Sections C and D of these Terms and Conditions; and
 - (c) the terms of the Flight Contract shall apply to your booking to the exclusion of all other terms and conditions.

C 2) Payments

The full price for the Flight must be paid at the time of booking, either by credit/debit card or by redemption of a valid Voucher. No firm booking will be made until payment is received by us in full, and until the booking is firm we may offer the Flight session to other parties.

C 3) Availability of Flights; Cancellations

- i) Flights are only available on selected dates throughout the season between late February and November. Flight availability can be viewed online or obtained by contacting our office. Bookings are made on a first-come-first-served basis. We operate several flights each day, with briefings typically starting at 08:00, 10:00, 12:00 and 14:00. Your briefing time will be confirmed once your booking has been made.
- ii) No guarantee can be made as to whether a Flight will be possible on any particular day, even once a firm booking has been made. We reserve the right to postpone a Flight previously booked and to offer an alternative booking. If, for any operational reason, we need to postpone a Flight previously booked we will offer an alternative date at your convenience.
- iii) We may cancel a Flight at any time before take-off because of weather conditions, operational circumstances, aircraft serviceability or air traffic. If a Flight cannot be operated as booked, for a reason outside your control, you can book an alternative date or revalidate the Voucher that you used to pay. We are not liable for any costs you may incur in relation to a Flight that has to be cancelled for a reason outside our control. We will give you as much notice as possible if a Flight has to be cancelled or postponed.
- iv) If you fail to arrive by the given time on the day of your Flight, you may forfeit your Flight.
- v) We may cancel a Flight or land early because, in our opinion, you are physically or medically unable to fly or the pilot deems you to be a danger to yourself, the pilot, or the aircraft.

C 4) Age, Medical and Physical Restrictions

- i) We may refuse to allow you to undertake a Flight if for any reason we feel you are unsuitable to participate.
- ii) The minimum age for a Passenger is 18 years old, and we may require you to provide suitable proof of age.
- iii) We are not qualified to express an opinion confirming that you are fit to fly, and you must ensure that you are fit to fly, by consulting your doctor if necessary. You are responsible for advising us of any disabilities or health problems that might affect your safety or the safety of the pilot.
- iv) Before the Flight, you will be required to sign a medical declaration (which is available for you to read on our website and is referred to here as the Medical Declaration) regarding your fitness to fly. You must read this form carefully before arrival at our facilities. In particular, you must meet the requirements for driving a car or have written confirmation from a doctor that you are fit enough for the proposed Flight.
- v) You must have the mental capacity to remember some straightforward emergency procedures, and a degree of physical strength to execute them. By signing the Medical Declaration you will acknowledge that you meet these requirements, and

you may also need to satisfy our staff that you are a reasonably minded individual when presented with the information to make your decision to give written consent to undertake the Flight.

- vi) If you are not feeling completely well on the day of the Flight, you must not undertake the Flight. You must not undertake the Flight if:
 - (a) you are suffering from any serious medical condition (including epilepsy, fits, severe head injury, uncontrolled high blood pressure or heart condition);
 - (b) you have recently undergone surgery (unless you bring with you a written certificate of your fitness to fly from your doctor);
 - (c) you are on prescription medication which may affect your fitness to fly (please discuss with your doctor, as we are not qualified to advise on this);
 - (d) you are suffering from a cold or sinus infection;
 - (e) you are pregnant; or
 - (f) you are suffering from any condition affecting your breathing or consciousness.
- vii) If you suffer from any of the following conditions or any of the following applies to you, you must, at your own cost, discuss with your doctor the possibility of undertaking the Flight and obtain written confirmation of your fitness to fly: diabetes treated with potentially hypoglycaemic medication, angina/coronary disease, implanted cardiac devices, heart failure, cardiac valve replacement, chronic lung disease, pneumothorax, recurrent fainting, epilepsy, cerebral disorders, alcohol/substance misuse, use of antidepressant medication, psychotic disorders, personality disorders, physical disability (if relevant to your ability to undertake the Flight), any transplant, malignant disease, medication likely to cause drowsiness or incapacitation, sleep disorder, endocrine disorder or major surgery.
- viii) You must be healthy and agile enough to climb into the aircraft and safely experience the dynamic nature of the Flight.
- ix) The maximum weight for any Passenger is 105 kilos /230 pounds, and you will be weighed on the day of the Flight. No Passenger can be taller than 198cm / 6'6".
- x) No Passenger will be allowed to fly if his/her dimensions do not allow unrestricted movement of the control column of the aircraft.
- xi) You must not drink alcohol or take any drugs prior to the Flight.
- xii) Aerobatics can only be performed during the Flight if you are medically fit for such a manoeuvre (and subject to certain other conditions).

C 5) Cancellation or Amendment by You

- i) You may cancel a Flight at any time up to the date of the Flight for any reason.
- ii) If at any time before engine start, you decide that the level of risk is unacceptable to you, you may cancel the Flight.

- iii) If you cancel a Flight under (ii) above, we will refund the full cost of the Flight to you or (if the Flight was booked using a Voucher) to the original purchaser of the Voucher, or, if you wish, you can re-book the Flight for a later date or allow another eligible person to undertake the Flight at a later date.
- iv) Once you have booked the date of your Flight, at least 7 days' notice is required if you wish to make any amendments to the date or time. We will use reasonable endeavours to meet any request for amendments.

C 6) Risk

- i) Before undertaking a Flight, you must read and understand the document on our website (or in the pack posted to you) entitled *IMPORTANT INFORMATION: The risks associated with flying in a Spitfire aircraft* (the 'SSAC Document'). We do not accept any Passenger for a Flight unless we are certain that the Passenger has fully understood the levels of risk and safety involved with the Flight, and you must not undertake a Flight unless you are certain that you understand the levels of risk and safety involved. Participating in a Flight may result in serious injury or death.
- ii) By agreeing to be a Passenger on a Flight you accept the existence of an element of personal risk, as set out more fully in SSAC Document; this will be explained to you more fully in the pre-Flight briefings. You must also watch an associated video and participate fully in the briefings session held prior to your Flight. You will be required to sign a *Safety Standards Acknowledgement and Consent Declaration Form* (which is available for you to read on our website, or in the pack posted to you, and is referred to here as the SSAC Consent) before you are permitted to undertake a Flight. We will not allow you to undertake a Flight if you have not participated in the pre-Flight briefings, or if you have not watched the video, or if you do not sign the Medical Declaration or the SSAC Consent.
- iii) You must comply with all instructions given to you by us and our staff, whether in the attached documents, in the video and other briefings given to you before the Flight, or orally at any time during the day of the Flight. You will be given suitable personal protective equipment before the Flight, which you must wear as instructed. You will need to provide your own footwear, which should be sturdy and offer some ankle support (leather soled shoes are not suitable).

C 7) Insurance

The aircraft in which the Flight takes place will be fully insured for third party and passenger liability with a combined single limit of at least £15.0M. If you hold personal life assurance or similar policies, you should make your own enquiries before the Flight as to the extent of cover whilst participating in adventurous activities such as this. It is your responsibility to ensure that the insurance cover provided by us or otherwise available to you is suitable and adequate for all your needs. If you decide that you require additional insurance cover, it is your responsibility to obtain such insurance at your own cost.

C 8) Guests

- i) You may bring up to three guests to our facilities to observe your Flight.
- ii) Guests are provided with a guest lounge facility which provides ample viewing opportunities.

- iii) Tea and coffee will be available for guests free of charge.
- iv) Your guests must participate in a health and safety briefing on arrival at our facilities.
- v) No dogs (except guide dogs) are permitted at our facilities.
- vi) There is limited wheelchair access to the guest lounge, but an alternative waiting area is available for wheelchair users; this has very limited viewing facilities.

C 9) General Rules for All Visitors to Our Facilities (Passengers and Guests)

- i) No smoking is permitted at our facilities at any time.
- ii) All visitors must be escorted by trained personnel at all times.
- iii) All visitors must observe the walkway barriers in the hangar that are used to section off the working parts of the hangar, and must keep to the clearly marked walkways within the hangar.

C 10) Further Regulations Relating to Flights

- i) If you have any requests for the Flight content, you should relay them to our ground staff before the Flight, who will pass them on to the pilot. The pilot will discuss your wishes and the viability of what is being requested, but retains full discretion over whether or not your request can be met.
- ii) Cameras are not permitted on-board the aircraft. However, video recordings of the Flight are taken (content of video recordings cannot be guaranteed). After the Flight, it may be possible to get some photographs with you and your guests in the vicinity of the aircraft.
- iii) At the end of the Flight, you should remain seated with all of your equipment and straps done up until one of our ground staff helps you to unstrap and get out of the aircraft. They will then escort you back to the hangar.

C 11) Further Information

Further information about Flights (the procedure to be followed, the period during which you will be airborne, additional services that may be provided for an additional charge, and other matters) is available on our website, and you are encouraged to read this before the day of your Flight. Our staff and pilots are always happy to answer any questions about any aspect of the Flight.

D. TERMS AND CONDITIONS APPLYING TO ALL CONTRACTS

D 1) Liability

- i) Our liability, and all warranties, conditions and other terms implied by statute or common law, are excluded to the fullest extent permitted by the law.
- ii) This Clause D.1 sets out our entire financial liability to you (including any liability for the acts or omissions of our parents, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, and employees) in respect of:

- (a) any breach of a Voucher Contract or Flight Contract by us; and
 - (b) any representation, statement or tortious act or omission (including negligence) by us arising under or in connection with a Voucher Contract or Flight Contract.
- iii) Nothing in these Terms and Conditions limits or excludes our liability:
- (a) for death or personal injury resulting from our negligence or the negligence of our employees or agents; or
 - (b) for any damage or liability incurred by you as a result of our fraud or fraudulent misrepresentation.
- iv) Save as provided above,
- (a) we shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), or breach of statutory duty, or for any loss of profit or any indirect or consequential loss arising under or in connection with a Voucher Contract or Flight Contract between us; and
 - (b) our total liability to you in respect of all losses arising under or in connection with a Voucher Contract or Flight Contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid for the relevant Voucher or Flight.
- v) We hereby exclude any liability for any sum that can be recovered under any insurance policy.

D 2) Force Majeure

We shall not be liable for any failure or delay in performing any of our obligations under a Voucher Contract or a Flight Contract to the extent that such failure or delay is caused an event beyond our reasonable control, including but not limited to strikes, lock-outs or other industrial disputes (whether involving our own workforce or a third party's), failure of energy sources or transport network, threats to safety, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, unavailability of the aircraft or of any other plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, unavailability of pilots (provided we have used reasonable endeavours to ensure a pilot is available), natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

D 3) Your Liability and Indemnification

- i) You agree to indemnify, defend and hold harmless us and our parents, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, and employees, from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third party.

- ii) You will be held liable if you cause damage to any of our property or equipment (including an aircraft) by your negligence or wilful act or omission.

D 4) Severability

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions. Such determination shall not affect the validity and enforceability of any other remaining provisions.

D 5) Miscellaneous

- i) The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.
- ii) The appropriate sections of these Terms and Conditions constitute the entire agreement and understanding between you and us and govern, as applicable, any Voucher Contract or Flight Contract between us, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms and Conditions).
- iii) Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

D 6) Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of England, and you submit to the exclusive jurisdiction of the English courts in respect of any dispute arising out of them.

E. PRIVACY POLICY

E 1) Use of Information

- i) When you purchase something from us, as part of the buying and selling process we may collect personal information you give us such as your name, address and email address.
- ii) When you browse our website, we also automatically receive your computer's internet protocol (IP) address to provide us with information that helps us learn about your browser and operating system.
- iii) With your permission, we may send you emails about our services.
- iv) All personal data held by us will be processed in accordance with data protection legislation.
- v) In the event of an emergency, we may share information about you as well as your personal details with members of the emergency services or medical professionals.

E 2) Consent

- i) Obtaining consent

When you provide us with personal information to purchase a Voucher or book a Flight, we infer that you consent to our collecting it and using it to enable us to supply you with the Voucher or Flight, as applicable, and to comply with all relevant health and safety and other regulatory obligations.

If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your express consent, or provide you with an opportunity to say no.

ii) **Withdrawal of consent**

You may at any time withdraw your consent for us to contact you or to continue to collect, use or disclose your information for marketing purposes by contacting us at admin@flyaspitfire.com or writing to us at: Warbird Experiences Ltd, Building 204, Churchill Way, Biggin Hill, KENT, TN16 3BN, United Kingdom.

However, even if you withdraw your consent in this way, we may disclose your personal information if we are required by law to do so.

E 3) Marketing Material

- i) We may take pictures or video recordings in the hangar or during Flights to use in our marketing material. If you do not wish to appear in any such marketing material, please inform us before arriving at our facilities.
- ii) After a Flight, we may ask you to complete a feedback form to tell us what you thought about the experience. We may use this feedback in our marketing material, but will not use your name unless we obtain your written permission.

E 4) Payments

If you choose to pay online for a Voucher or Flight, you will be directed to our payment gateway company's server. We use Stripe to process all transactions on our website. Your card details will be saved by Stripe if you opt into this service. We do not hold, save or process any card or payment details on our website or server. More details (including details of the Stripe privacy policy) can be found on the Stripe website at <https://stripe.com/gb>

E 5) Security

- i) To protect your personal information, we take reasonable precautions and follow industry best practice to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.
- ii) If you provide us with your information, the information is encrypted using secure socket layer technology (SSL) and stored with AES-256 encryption. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your information, we cannot guarantee the security of your data transmitted to our site. Any transmission is at your own risk.

E 6) Cookies

- i) We use cookies on our site to enable us to give our website visitors the best experience possible.

- ii) To find out which cookies are used please refer to your web browser. You will also have the opportunity on your web browser to delete any cookies we may store and also turn off cookies for our site, although this will affect the functionality of some areas of the site.

E 7) Changes To This Privacy Policy

- i) We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on our website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.
- ii) If our company is acquired by or merged with another company, your information may be transferred to the new owners so that they may continue to sell products to you.

E 8) Questions And Contact Information

If you would like to access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information, contact our staff at admin@flyaspitfire.com or by writing to Warbird Experiences Ltd, Building 204, Churchill Way, Biggin Hill, KENT, TN16 3BN, United Kingdom.