

TERMS AND CONDITIONS

HANGAR TOURS , SIT IN A SPITFIRE, TECHNICAL TOURS

These are the Terms and Conditions of **Warbird Experiences Ltd**, a company registered in England and Wales with company number 07556871 and registered office Hangar 204, Biggin Hill Airport, Biggin Hill, Kent, TN16 3BN. Throughout these Terms and Conditions, the words “we”, “us” and “our” refer to Biggin Hill Heritage Hangar 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 Tours; 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 site 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 Tour 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, by booking a Tour with us on the terms of a Tour Contract as set out in Sections C and D of these Terms and Conditions.

B 2) Voucher Validity

- i) The Voucher must be used within 12 months of the date of purchase to book a Tour, and the Tour must take place within a further 12 months from the date of booking. Tours are available on selected dates in the year. 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 3) 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 14 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 will be applied to your credit card or original method of payment, within 14 days of the request for refund. The Voucher will then be null and void.
- iii) Refund requests must be in writing and either posted to Warbird Experiences Ltd, Hangar 204 Churchill Way, Biggin Hill Airport, Kent TN16 3BN or emailed to refunds@bigginhillspitfire.com. A form that can be used for requesting a refund is available on our website.
- iv) No refunds will be given for Vouchers once 14 days have passed from the date of purchase, but a Voucher can be assigned to a new guest at no additional charge. Please advise us if you wish to change the name of the person attending.

B 4) Receipt of Voucher

When you purchase a Voucher, we will send to 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 Tour 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. TOUR CONTRACTS

C 1) Booking a Tour

- i) Bookings can be made online or over the phone. All Tour Contracts are governed by Sections C and D of these Terms and Conditions.
- ii) When you make a booking for a Tour, you undertake and guarantee that:
 - (a) you accept the terms of the Tour Contract as set out in Sections C and D of these Terms and Conditions; and
 - (b) the terms of the Tour Contract shall apply to your booking to the exclusion of all other terms and conditions.

C 2) Payments

You may book a Tour for yourself and for other individuals (who we will refer to in these Terms and Conditions as 'your Party'), subject to the limits on the numbers of places available for a Tour. The full price for the Tour for yourself and your Party 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 Tour session to other parties. Once we have received payment, we will send you an email or letter, as appropriate, confirming your booking.

C 3) Availability of Tours; Cancellations

- i) Tour availability can be viewed online or obtained by contacting our office. Bookings are made on a first-come-first-served basis.
- ii) If, for any operational reason, we need to postpone a Tour previously booked we will offer an alternative date at your convenience.
- iii) If, for a reason within our control, a Tour cannot be performed as booked, you can book an alternative date or revalidate the Voucher that you used to pay. If a Tour cannot be performed as booked for a reason outside our control, then Clause D 2) (Force Majeure) below will apply. We will give you as much notice as possible if a Tour has to be cancelled or postponed.
- iv) If you or a member of your Party fails to arrive by the given time on the day of your Tour, you or they may forfeit the Tour place, and no refund will be given.
- v) We may refuse to allow you, or a member of your Party, to join a Tour because in our opinion you or the member of your Party is physically or medically unable to take part because of drug or alcohol abuse or any other reason, and no refunds will be given.

C 4) Cancellation or Amendment by You

- i) If you have booked a Tour and paid for it using a credit or debit card, you have 14 days to change your mind about your booking. We must receive your cancellation request within 14 days of the date on which you booked and paid for the Tour, and we will then (provided the Tour has not taken place) refund the full cost of the Tour to you. The cost of a Tour booked using a Voucher will not be refunded.
- ii) Refund requests must be in writing and either posted to Warbird Experiences Ltd, Hangar 204 Churchill Way, Biggin Hill Airport, Kent TN16 3BN or emailed to refunds@bigginhillspitfire.com. A form that can be used for requesting a refund is available on our website.
- iii) Any refunds due will be processed, and a credit will be applied to your credit card or original method of payment, within 14 days of the request for refund.
- iv) At least 7 days' notice is required if you wish to make any amendments to a booked date or time for a Tour. We will use reasonable endeavours to meet any request for amendments.
- v) No refunds will be given for Tours once 14 days have passed from the date of purchase, but a Tour can be assigned to a new guest at no additional charge. Please advise us if you wish to change the name of the person attending.

C 5) General Rules for All Visitors to Our Facilities

- i) You are responsible for ensuring that all members of your Party comply with the rules set out in these Terms and Conditions.
- ii) No smoking is permitted at our facilities at any time.
- iii) All visitors must be escorted by trained personnel at all times.

- iv) You and all members of your Party must participate in a health and safety briefing on arrival at our hangar, and must comply with all instructions given our staff and with all health and safety notices, whether given to you before the Tour or given to you orally at any time during the day of the Tour.
- v) No dogs (except guide dogs) are permitted at our facilities and the Tour is not suitable for very young children. Under 12's can attend free of charge if accompanied by a paying adult (1 child per adult) There is good wheelchair access to the hangar with parking close to the hangar.
- vi) You and all members of your Party 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.
- vii) We, acting reasonably, reserve the right to refuse admission to the facilities, including the hangar, or remove from the facilities, including the hangar, without any right to a refund any visitor whose presence or behaviour may affect the enjoyment and/or safety of other visitors or staff or who acts in an inappropriate and/or undesirable manner during the Tour.
- viii) We reserve the right to initiate legal proceedings or prosecute any person found damaging, removing or defacing any part of the facilities, including the hangar, aircraft, walls, exhibits or any other objects in the hangar or located on or in the facilities.
- ix) Cameras are permitted in the hangar and your guide can take photographs of you with your own camera if you sit in the cockpit of an aircraft. Some aircraft may have photographic restrictions, your guide will indicate any restrictions prior to entry.

C 6) Further Information

Further information about Tours, 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 Tour. Our staff are always happy to answer any questions about any aspect of the Tour.

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 and to all members of your Party (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 Tour 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 Tour 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 or a member of your Party 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 or to any member of your Party, 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 Tour Contract between us; and
 - (b) our total liability to you and to all members of your Party in respect of all losses arising under or in connection with a Voucher Contract or Tour 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 Tour.
- v) We hereby exclude any liability for any sum that can be recovered under any insurance policy.

D 2) Force Majeure

- i) We shall not be liable for any failure or delay in performing any of our obligations under a Voucher Contract or a Tour 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, unserviceability of any 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, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
- ii) If a Force Majeure event as set out in Clause D 2)i) above occurs and, as a result, a Voucher cannot be redeemed or a Tour has to be cancelled, no refund will be given but we will use reasonable endeavours to revalidate the affected Voucher or reschedule the affected Tour.

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 the breach by you or a member of your Party 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 or if any member of your Party causes damage to any of our property or equipment (including an aircraft) by their 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 Tour 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 Tour, we infer that you consent to our collecting it and using it to enable us to supply you with the Voucher or Tour, 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 office@bigginhillspitfire.com or writing to us at: Warbird Experiences Ltd, Biggin Hill Heritage Hangar , Hangar 204, 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 to use in our marketing material. If you do not, or any member of your Party does not, wish to appear in any such marketing material, please inform us before arriving at our facilities.

ii) After a Tour, we may ask you or a member of your Party 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, or the name of the member of your Party, unless we obtain your or their written permission.

E 4) Payments

If you choose to pay online for a Voucher or Tour, 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 office@bigginhillspitfire.com or by writing to Warbird Experiences Ltd , Hangar 204, Biggin Hill, KENT, TN16 3BN, United Kingdom.