

## TERMS AND CONDITIONS

### **1) Statement of Trust**

We trade on the basis of a mutual trust, between our customers and our suppliers. We believe that our suppliers work hard to deliver the best product at a fair price, and we in turn deliver an excellent product at fair prices, which customers then enjoy and appreciate. Our Terms and Conditions apply to all purchases through our websites at the time of sale and through telephone bookings. They can be changed at any time, so please ensure that you read and understand them before making your final booking, and always retain a copy for your own records. Should you have any further questions about our terms and conditions, please call our office on 01243 531147 or email us at [info@spitfires.com](mailto:info@spitfires.com)

### **2) Product Descriptions**

We cannot guarantee the same aircraft in use as the photos or text descriptions shown on our website and product pages. Whilst every care has been taken to provide an accurate visual representation of the experiences available for purchase, individual screen sizes and settings may alter individual colour reproduction. In addition, because screen technology is still being improved, occasionally your monitor may be unable to do full justice to some of the images depicted.

### **3) Product Payment and Validity**

All goods offered for sale through our website are priced in pounds sterling and are inclusive of VAT. Spitfires.com will remain the owner of any goods or services sold until full payment for such goods or services is received from the customer.

- i) EXPERIENCES: All experiences purchased from Spitfires.com are valid for a period of 12 months from purchase – unless a written request to extend validity to 24 months from purchase due to unforeseen circumstances has been approved.
- ii) VOUCHERS: 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. Once a Voucher has passed beyond 12 months from date of purchase it is expired and can no longer be used or redeemed.

### **4) Service Conditions**

Except as otherwise expressly mentioned in these conditions, Spitfires.com, shall not be liable for any loss or damage (whether direct or indirect) to the customer or a third party due to negligence during any of the experiences for sale. This does not affect your Statutory Rights under the Sale of Goods Act 1979.

### **5) Booking Conditions**

All bookings are accepted subject to availability. All bookings shall be paid for in full at time of ordering (unless a product is available for part payment/deposit).

- i) ARRIVAL: All customers who should arrive at their confirmed arrival time on their booking confirmation in order to allow for briefing, kitting up and aircraft boarding.
- ii) NO SHOW: If a customer does not turn up on time for their pre-booked and pre-paid experience and hasn't notified Spitfires.com they will lose the right to the experience and may expect a refund no greater than the direct cost of that particular experience.

### **6) Height & Weight Restrictions**

Due to the payload restrictions of the aircraft and simulator there is a maximum weight limit and height limit for each passenger.

***TR9 & MK9 Spitfire***

Must be aged 18 or older, maximum nude weight of 17 Stone (108kg/238lbs), between 142cm and 198 cm tall, able to climb in & out of aircraft.

***T6 Harvard***

Must be aged 14 or over, maximum nude weight of 18 stone (114kg/252lbs), able to climb in & out of aircraft.

***Chipmunk***

Must be aged 14 or over, maximum nude weight of 16.5 stone (105kg/231lbs), able to climb in & out of aircraft.

Any person who has agreed to these terms and conditions at the time of booking the event who then doesn't meet the above criteria will not be able to participate in the experience and will forfeit the cost of that experience.

**7) Health Restrictions**

Passengers must sign an undertaking that they have no medical conditions which would affect their ability to undertake the proposed activity. Passengers must declare that they have never suffered from any of the following which may create or lead to a dangerous situation in flight:

- i) blackouts from any cause;
- ii) epilepsy;
- iii) severe head injury;
- iv) recurrent fainting or giddiness;
- v) high blood pressure;
- vi) angina;
- vii) coronary heart disease;
- viii) insulin dependent diabetes;
- ix) any nervous disorder;
- x) or other relevant illness or injury.
- xi) Passengers must not have blocked sinuses so they're able to equalise the pressure in their ears by blowing into their closed nose.
- xii) Passengers must not be suffering from the effects of alcohol or drugs.

Any person who has agreed to these terms and conditions at the time of booking the event who then arrives with an undeclared illness as noted above will not be able to participate in the experience and will forfeit the entire cost of that experience.

**8) Additional Passenger Requirements**

Passengers must be able to demonstrate the following:

- i) The ability to understand the information provided with regard to the risk associated with flying in a historic warbird aircraft, which has not been certified for the carriage of passengers.
- ii) The ability to make an informed decision based upon the risk information provided and to be prepared to accept the risk involved in participating in the proposed activity.
- iii) The ability to recall emergency actions required in the event of the requirement to abandon the aircraft or to prepare for a forced landing.
- iv) A good understanding of the safety equipment provided and its operation and use.
- v) An appropriate approach to the passenger experience, exhibiting maturity, stability of character and attitude consistent with the intended activity.

vi) Conversational English to an acceptable level for the intended activity.

### **9) Customer Satisfaction**

We take the greatest care to ensure all our experiences offer the highest level of customer satisfaction and enjoyment, if however a customer is unsatisfied , we will make every effort to

rectify the situation to ensure the customer is fully satisfied. If a customer would like to make a complaint the matter should be raised with the operations manager on the day. He or she will do everything within their immediate power to resolve the matter. If that is not possible, they will take the matter to a Company Director, who will take on the personal responsibility and ownership of the matter until complete resolution has been achieved. Customers who wish to complain to the Company, other than through an Operations Manager, should contact our customer services on 01243 531147.

### **10) Privacy Policy**

Spitfires.com maintains a strict privacy policy. Because we are committed to protecting customer privacy, we will only use the information we collect about customers lawfully in accordance with the Data Protection Act 1998 and according to recommended codes of practice. E-mails we receive and send are kept on our computer systems to ensure that we have a record of all orders placed. However, because the storage of personal information is covered by legislation, we have adopted a simple policy of not disclosing personal information to third parties other than where necessary to fulfil orders. This policy offers total peace of mind and means customers shouldn't be pestered by unsolicited telephone calls, e-mails or junk mail. We also use this information to update visitors who have registered their details with us, and requested to be kept updated of our latest products. We collect information about our customers to process orders, and to provide the best possible service and also where customers have requested us to keep details. The information we collect about customers includes only their name, address, telephone number, e-mail address and, where it has been supplied, details of any particular areas of interest. This information will have been supplied by the customer either when ordering or when requesting further information or updates. We do not hold your credit/debit card details, and use them for the sole purpose of carrying out the transaction to purchase our products. From time to time we will inform our customers of new products that we introduce, and solicit their comments for the purpose of improving our service. Customers who do not wish to receive mailings can unsubscribe by emailing us using our "Contact us" link in the website.

### **11) Photography**

In-Flight 360 video footage. Some of our experiences have cockpit video available as an optional extra – depending on the aircraft – Video equipment can fail on some occasions. If a video failure occurs i.e. you have no in-flight footage, we will offer you a full refund of your video purchase cost only, if any monies have been paid. We cannot offer any form of compensation when a failure to record your flight experience has occurred. If the video equipment develops a fault prior to your flight then your flight will still go ahead and we will offer you a full refund of your video purchase cost only. Cameras and phones are not allowed to be used in the Spitfire at any time.

### **12) Copyright**

We are the originators of Spitfires.com experiences and offer these in good faith to our customers on the understanding that they then do not copy/ steal/ plagiarise any or all of experiences that we have carefully developed for the safety and enjoyment of our customers. Spitfires.com is the trading name of the company operating aviation tours, and belongs to Spitfires.com, whose registered name and address is: Boulbee Flight Academy Ltd ta Spitfires.com, Hangar 8, Goodwood Aerodrome, Chichester, West Sussex, PO18 0PH, United Kingdom.

### **13) Cancellations, change of participants and change of dates**

Our policy is to operate our experiences with a complete commitment to customer satisfaction. When one is booked, we are committed to you our customer, and you in turn are committing to us to show up on the day you have booked, at the allotted check in time. Failure to do so, without prior

written agreement will make the booking null and void, and no refund will be given. The planning and management of each experience is done to a very high degree and if someone drops out having booked a place, we have to go to a considerable amount of trouble and cost to fill that space. If indeed even possible. Consequently we take the matter of cancellation or date changes very seriously, and we expect anyone booking to treat the matter accordingly. All circumstances leading to a cancellation will be taken into consideration and a decision made at our discretion.

i) **Cancellation by you**

Once bookings are made, there is a statutory fourteen day 'cooling off' period during which you can request and will receive a full refund. After that time all tickets are non-refundable. There are exceptions such as:

- a. **Pregnancy** – If you are unable to take part in your flight during the validity period of the ticket because you are pregnant, we will extend the validity period by 9 months from the baby's due date provided that before the expiry of the validity period of your vouchers you contact us in writing or by email or fax and in addition supply us with a copy of a valid MATB1 (obtainable from 26 weeks of pregnancy) relating to your pregnancy.
- b. **Illness or incapacitation.** We are sympathetic to anyone suffering from illness and unable to attend and enjoy an event. Any request to amend a booking in this situation must be supported by your doctor or medical advisor as appropriate. All requests will be treated on an individual basis based on the severity of the illness. As guidance we will normally take the following steps:
  - i. Offer the opportunity to re-schedule the experience to the next suitable date.

However, if your situation is such that you become permanently unfit to fly and a refund is required we will take the following steps:

- ii. Fourteen or more days notice given prior to your booking – A full refund
  - iii. Less than fourteen days notice given prior to your booking – A full refund if we are able to fill your vacated slot. If we are unable to fill your vacated slot we will issue a partial refund equivalent to the direct cost of operating your flight.
- c. **Overseas customers.** We particularly appreciate you travelling to fly with us and we recognise the investment in time and money you make in coming to see us! Therefore if your flight has to be cancelled due to unforeseen circumstances and you have had to bear the cost of international travel to take up your experience, whilst we will not refund those costs, as a gesture of goodwill, we will refund the value of your flight if purchased directly from us.
- d. **Right To Withdraw On The Day of Flight.** As a part of our approval we are mandated by the CAA to advise you of the risks associated in flying in a Spitfire. Flying in a Spitfire is not as safe as flying in an airliner on holiday. As a part of our approval we are mandated by the CAA to explain why there is greater risk and to thoroughly explain these risks. Should you decide to fly with us you will, prior to flight, be shown a video explaining these risks and if you don't wish to go ahead with the flight at that point you will be offered a full refund. If you decide to proceed at this point you will

be asked to sign an indemnity form which will highlight many of the restrictions listed in these terms and conditions.

- ii) **Change of dates.** Because our flights are booked in advance a last minute lost seat means unrecoverable loss of revenue for the company. Therefore please request a change of date up to 30 days before the date the experience is booked for. We will take each situation on a case by case basis but for guidance we will normally take the following steps:
  - i. 30 days or more notice given prior to your booking - Offer the opportunity to re-schedule the experience to the next suitable date.
  - ii. Less than 30days notice given prior to your booking – an admin fee of £250 + VAT will apply.
- iii) **Change of participant.** Would someone you know like to fly instead? Rather than cancel or make a date change, and have to pay the penalty, it may be worth considering finding a friend or relative to replace you on a flight. After all, this is the flying experience of a life time, and many would jump at the chance to fly instead of you! A Voucher can also be assigned to a new passenger. In either case there is no additional charge. Please advise us if you wish to change the name of the person flying.
- iv) **Cancellation by us**

The majority of our flights go ahead as planned, however, we are flying in the UK and like other outdoor experiences, and we are subject to the vagaries of the weather. Please also acknowledge that we are flying vintage aircraft which are subject to thorough and extensive safety checks and maintenance programmes, which sometimes pick up faults necessitating unscheduled repairs, and therefore delays. Despite the best preparation and planning we sometimes have to cancel flights at short notice, in some cases on the day itself. We always do our very best to work around these delays by extending the flying programme, adding more flights, or another day of flying. However we can't always come up with the magic solution and you may have to come back another day to have your experience. Spitfires.com are not responsible for any personal costs or additional costs relating to a cancelled flight or event experience.

  - a. Short notice cancellation: We may at our discretion cancel your flight for any booked date or alter its' time without notice because of matters beyond our reasonable control, for example adverse weather conditions, or for safety or legal reasons. However, you will be given as much notice of any cancellation or alteration as is possible.
  - b. Flying on an alternative date: Should we need to cancel, you will be offered the opportunity to book another date during the current flying season if possible. Should there be limited availability, or there isn't a date that fits in with your plans, your booking can be re-scheduled for the following season. The flight MUST then be taken at some point during that following year or your booking will expire.
  - c. Refund due to weather or aircraft unserviceability: Under normal circumstances all tickets are non-refundable, however you are entitled to a monetary refund if you do not fly after three booked dates – for example if flights are cancelled due to unsuitable weather conditions, mechanical unserviceability of the aircraft or illness.
- v) **Cancellation as a result of Force Majeure**

Should other circumstances outside of our control ,which could not have been prevented despite all efforts and precautions on our side – for example Acts of God, riots, civil unrest, put stop to an event, refunds will not be given. All booked passengers



will be re-scheduled to future dates when the event will be held as normal, after the disruption has passed.

#### **14) Refund Process**

There is a statutory fourteen day 'cooling off' period during which you can request and will receive a full refund for any given reason for either booked experiences dates or vouchers. After that you will only qualify for a refund on the basis of the contents of this document, particularly paragraph 3 and paragraph 13 of this document. If you believe you have a valid reason for a refund these can be made initially by phone or email but must then be followed up in writing by email to [info@spitfires.com](mailto:info@spitfires.com). This is to ensure that we have a documented request that both parties can refer to and avoid further claims and disputes. Once your request is received and agreed, please allow 30 working days for the refund to be processed and for payment to be received on the account. Payment will only be returned to the original purchaser. We cannot issue a refund to a participant or voucher holder if the initial payment was not made by them.