

## **Aerial Collective Duxford**

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01223 653830

### **Vulcan To the Sky Trust (1<sup>st</sup> November 2022)**

Deadline of flight Experience: 30<sup>th</sup> November 2023

#### **Overview**

In order to book your flight experience, you will need to contact our office via phone, flight availability can be checked prior to booking via the Aerial Collective website's booking system, or by contacting our team directly.

All flights are to be operated from Duxford Airfield, Cambridge, UK.

Please check that you meet the medical and physical restrictions required to undertake the flight experience (these are included below), if you do not meet the requirements, you may nominate someone to undertake the experience in your place.

We aim to communicate confirmation that the weather conditions allow for your flight experience to go ahead as planned, the afternoon of the day before the flight and after 4pm. In the rare circumstances where this is not possible, we will still endeavour to give you as much notice as is possible.

Aerial Collective reserve the right to refuse the flight of anyone who compromises their own safety, the safety of our team and/or the safety of the aircraft.

#### **Terms and Conditions**

##### **Booking the flight experience & availability of flights**

Flights are only available on select dates throughout the year. 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 held at 10:00 and 13:00. Your specific briefing time will be confirmed once your booking has been made.

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 date. If, for any operational reason including pilot availability, we need to postpone a Flight previously booked, we will offer an alternative date at your convenience.

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 of your or our control, you can book an alternative date. We are not liable for any costs you may incur in relation to a Flight experience that has to be cancelled for a reason outside of our control. We will give you as much notice as possible if a Flight must be cancelled or postponed.

If you fail to arrive by the given briefing time on the day of your Flight, you may forfeit your Flight.

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.

The Flight is to be taken before the deadline stated above, no exception shall be given unless confirmed in writing by the Aerial Collective Office.

### **Age, Medical and Physical restrictions**

We may refuse to allow you to undertake a Flight if for any reason we feel you are unsuitable to participate.

The minimum age for a Passenger is 18 years old, and we may require you to provide suitable proof of age on arrival.

Aerial Collective and its staff are not qualified to express an opinion confirming that you are fit to fly. 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 on booking or at least on arrival.

Before the Flight, you will be required to sign a Safety Standards Acknowledgement and Consent Form and provide Next of Kin details (this document can be obtained prior to the flight via our office). You must read this form carefully before your flight. 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.

You must have the mental capacity to remember some straightforward emergency procedures, and a degree of physical strength to execute them. By signing the Safety

Standards Acknowledgement and Consent Form, you will acknowledge that you meet these requirements. 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.

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:

- you are suffering from any serious medical condition (including epilepsy, fits, severe head injury, uncontrolled high blood pressure or heart condition);
- you have recently undergone surgery (unless you bring with you a written certificate of your fitness to fly from your doctor);
- you are on prescription medication which may affect your fitness to fly

(please discuss with your doctor, as Aerial Collective are not qualified to advise on this);

- you are suffering from a cold or sinus infection;
- you are pregnant; or
- you are suffering from any condition affecting your breathing or consciousness.

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

- Major surgery
- You must be healthy and agile enough to climb into the aircraft and safely experience the dynamic nature of the Flight.

The maximum weight for any Passenger is 105 kilos /230 pounds, and you may be weighed on the day of the Flight. No Passenger can be taller than 188cm / 6'2". We would recommend however, that if you are just below or meet the maximum height or weight restrictions, that you get in touch with us prior to booking, as an individual's physicality can differ and each aircraft can vary in terms of space available.

No Passenger will be allowed to fly if his/her dimensions do not allow full and unrestricted movement of the controls, including the control column of the aircraft.

You must not drink alcohol or take any drugs prior to the Flight.

Aerobatics can only be performed during the Flight if you are medically fit for such a manoeuvre (and subject to certain other conditions).

### **Cancellation or Amendments by You**

If at any time before engine start, you decide that the level of risk is unacceptable to you or for any other reason, you may cancel the Flight.

If you cancel the Flight or if a flight is cancelled due to weather or technical issues with the aircraft, we will offer alternative dates, if you do not wish to reschedule you can allow another eligible person to undertake the Flight at a later date at no extra cost.

In the event that your experience involves a formation flight with an additional aircraft(s) and you decide to cancel your flight prior to the take-off, we are under no obligation to re-facilitate the experience with the additional aircraft should it be rebooked. We may also continue with the flight of the additional aircraft(s) as planned.

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.

### **Risk**

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. SSAC (Safety Standards Acknowledgement and Consent) information will be shown to you on arrival and prior to the consent form being signed.

By agreeing to be a Passenger on a Flight you accept the existence of an element of personal risk, as set out more fully within the SSAC information provided prior to flight; this will be explained to you more fully in the pre-Flight briefings. You will be required to sign a Safety

Standards Acknowledgement and Consent Declaration Form (this document can be obtained prior to the flight via our office, and is referred to here as the SSAC Consent / Consent Form) 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 SSAC information video, or if you do not sign the Medical Declaration / SSAC Consent Form.

You must comply with all instructions given to you by our staff, whether in the attached documents, in the SSAC information video and other briefings given to you before the Flight, or verbally at any time during the day of the Flight. We are not liable for any personal injury or loss sustained due to the failure to comply with the instructions given.

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).

### **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 £25 million. 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 Flying Activities. 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.

### **Guests**

Each Passenger may bring up to four guests to our facilities to observe their Flight. Any additional guests will need to view the flight from the museum's outdoor spaces.

Museum entry is free to the person flying and two guests. Any additional guests will be able to purchase reduced price tickets and this is to be done upon arrival.

Guests are provided with a guest lounge facility and viewing area.

- Tea, coffee, soft drinks and light refreshments will be available for guests free of charge.
- No dogs (except guide dogs) are permitted at our facilities.
- All areas have wheelchair access.

### **General Rules for all visitors. To our facilities (passengers or guests)**

No smoking is permitted at our facilities at any time.

All visitors must be escorted by trained personnel at all times.

All visitors must observe the walkway barriers in between the hangar and runway viewing area and not enter the hangars unless escorted.

No pictures should be taken without permission and our personnel will advise on which aircraft can be photographed. This is to protect client privacy in relation to our restoration and maintenance work.

### **Further Regulations Relating to Flights**

- Please allow up to 4 hours for your experience as this leaves plenty of time for the safety briefing and the flight. It is advisable to have as much of the day available as possible, however, just in case there are any delays due to weather or unforeseen circumstances.
- If you have any requests for the Flight content, you should relay this 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.
- Cameras (or any other loose articles) are not permitted on-board the aircraft. However, for Spitfire flight experiences, video recordings of the flight are taken (content of video recordings cannot be guaranteed) which you are welcome to purchase after the flight. For videos captured in a Spitfire, all recordings are captured in .avi format. This format plays natively on windows based computers but will require you to download the free VLC player or similar for Macintosh playback. (Search VLC Player in your chosen search engine). Software compatibility issues are the responsibility of the customer.

While every effort is made by our staff to check the footage, individual computers and systems vary, so occasionally technical issues with the footage may occur post-flight. Unfortunately, in these instances we are unable to provide specific IT help or advice.

Please be aware that purchase of video footage is for personal use only. It cannot be used for any commercial purposes or as supporting content for any commercial product or service.

- After the Flight, you and your guests will be able to get up close to the aircraft to take pictures.
- At the end of the Flight, you should remain seated with all of your equipment and straps fastened until one of our ground staff helps you to unstrap and get out of the aircraft. They will then escort you back to the viewing area.

## 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 or by contacting our office. Our staff and pilots are always happy to answer any questions about any aspect of the Flight.

## TERMS AND CONDITIONS APPLYING TO ALL CONTRACTS

### 1) Liability

1. 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.
2. 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:
  - any breach of a Flight Contract by us; and
  - any representation, statement or tortious act or omission (including negligence) by us arising under or in connection with a Flight Contract.
3. We are operating vintage ex-military aircraft and cannot be held liable for technical or mechanical issues that result in the cancellation, shortening or change to a flight experience, and any compensation in relation to this will be made at management discretion and on a case by case basis. Ultimately passenger safety is our paramount concern and all flights are operated with pilot discretion.

Nothing in these Terms and Conditions limits or excludes our liability:

- for death or personal injury resulting from our negligence or the negligence of our employees or agents; or
  - for any damage or liability incurred by you as a result of our fraud or fraudulent misrepresentation.
1. Save as provided above,
    - 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 Flight Contract between us; and
    - our total liability to you in respect of all losses arising under or in connection with a 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.

2. We hereby exclude any liability for any sum that can be recovered under any insurance policy.

## 2) Force Majeure

We shall not be liable for any failure or delay in performing any of our obligations under a Flight Contract to the extent that such failure or delay is caused by 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.

## 3) Your Liability and Indemnification

1. 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.
2. You will be held liable if you cause damage to any of our property or equipment (including an aircraft) by your negligence or willful act or omission.

## 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.

## 5) Miscellaneous

1. 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.



2. The appropriate sections of these Terms and Conditions constitute the entire agreement and understanding between you and us and govern, as applicable, any Flight Contract between us, superseding any prior or contemporaneous agreements, communications and proposals, whether verbal or written, between you and us (including, but not limited to, any prior versions of these Terms and Conditions).
- Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

## 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.

## PRIVACY POLICY

### 1) Use of Information

1. 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.
  2. 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.
- With your permission, we may send you emails about our services.
1. All personal data held by us will be processed in accordance with data protection legislation.
  2. 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.

### 2) Consent

#### 1. **Obtaining consent**

When you provide us with personal information to purchase and book a Flight, we infer that you consent to our collecting it and using it to enable us to supply you with the 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.

### 1. **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@aerialcollective.com](mailto:admin@aerialcollective.com) or writing to us at: Aerial Collective, Building 425, Duxford airfield, Duxford, Cambridgeshire, CB22 4QR, 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.

### 3) Marketing Material

1. 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.
2. 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.

### 4) Payments

If you choose to pay online for a Flight, experience upgrade or other service, you will be directed to our payment gateway company's server. We use Pay Pal to process all transactions on our website. Your card details will be saved by Pay Pal 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 Pay Pal privacy policy) can be found on the Pay Pal website <https://www.paypal.com/uk>.

### 5) Security

1. 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.
2. 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.

### 6) Cookies

1. We use cookies on our site to enable us to give our website visitors the best experience possible.
2. 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.

#### 7) Changes To This Privacy Policy

1. 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.
2. 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.

#### 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@aerialcollective.com](mailto:admin@aerialcollective.com) or by writing to Aerial Collective, Building 425, Duxford airfield, Duxford, Cambridgeshire, CB22 4QR, United Kingdom.