

# Terms and Conditions

Version 201810231507

These Terms and Conditions (the "Terms") are the Terms which apply when you access the Website <https://dubai.tft.aero/> (the "Website") or place orders to purchase any of our Gift Vouchers and/or Sessions made available to you on the Website. Any reference to "we"/"us"/"our"/"TFT.aero" in these Terms is a reference to Open Sky Technologies DWC-LLC as a sole trader.

Any reference to "you"/"your" means the person purchasing the voucher or the person redeeming it and the user of the Website.

By accessing this Website or when you place orders to purchase any of the products on the Website you agree to be bound by these Terms.

## Simulator TFT.aero Centre Rules

- You must read and understand the user manual of each of the Simulators published on the TFT.aero Center Website (<https://dubai.tft.aero/>) before purchasing a gift voucher, making a booking or redeeming a pre-purchased voucher.
- No food or drink is allowed in the Simulators.
- No smoking anywhere inside the TFT.aero Centre premises is permitted.
- You must agree that personal data provided can be stored and used by TFT.aero Center in accordance with the Data Protection Act 2018 and TFT.aero Center Privacy Policy.
- The details of your booking, purchase or visit may be shared with government authorities in the interests of aviation security under the Prevention of Terrorism Act.
- Do not disturb other visitors of the TFT.aero Center.
- To keep confidential and to not disclose the unique number of the Gift Voucher and / or Boarding pass to third parties, except when such disclosure is necessary for the offer to be fulfilled.
- You must agree that you will not do anything, while on the premises, that is illegal or otherwise likely to cause complaint from the premises owner, operator or guests. This includes consumption of illegal substances, deliberately injuring or threatening anyone.

## The Ordering Process and Order Confirmation

The advertising of entertainment services on this Website is an "invitation to treat". You will indicate by completing the appropriate order form on the Website the gift voucher that you wish to order. At the same time you will complete the authorisation for us to recover, through your credit or debit card, payments due to us. TFT.aero must receive payment in full for your order before it can be accepted.

## Flight Simulator Gift Vouchers

You must be over 16 to place an order with TFT.aero.

To order Flight Simulator Gift Voucher using the Website, you will need to supply us with certain information including your email address, first name, and phone number. Once you click on the "Buy" button, this information will be stored in our customer database. We will only use the stored data in accordance with our Privacy Policy, which can be accessed [here](#).

Flight Simulator Gift Vouchers must be booked and completed prior to the expiry date printed on the Voucher. Beyond this date the Voucher will cease to be valid. If your Gift Voucher is due to expire and you are unable to find a suitable date in the diary within the expiry date you can extend your Voucher expiry date.

You can extend your Voucher expiry date twice. After the second extension, the transfer function for this unique Boarding pass number will become unavailable.

1. When booking a Flight Simulator session without Gift Voucher, you must:

- select the duration of Flight Simulator (available for the selected type of duration);
- select the desired Flight Simulator session date;
- select the start time from the free time slots available on the selected date;
- provide your personal data (full name, e-mail address, phone number);
- specify the conditions of the Flight (flight route, weather conditions, time of day, the level of turbulence, etc);
- make a prepayment for booking a Flight with specifications defined above, which would result in the acceptance of the Offer;
- keep the Boarding pass safe. You will receive the pass by email upon completion of the booking.

2. When booking a Flight Simulator session with Gift Voucher, you must:

- provide the unique number in the Gift Voucher;

- select the desired Flight Simulator session date;
- select the start time from the free time slots available on the selected date;
- provide your personal data (full name, e-mail address, phone number);
- specify the conditions of the Flight (flight route, weather conditions, time of day, the level of turbulence, etc.);
- keep the Boarding pass safe. You will receive the pass after booking.

## **Prices.**

Prices displayed on our Website will be correct and will be the valid prices at the time of booking. Prices advertised in leaflets and magazines may differ to prices on the Website depending upon the date of the publication. Please call our office or check our Website to ensure you have the correct valid price at the time.

## **Changes to Terms**

We reserve the right to change or modify these Terms including for legal, regulatory or security reasons at any time. Whilst we will flag changes on the Website and/or send emails in relation to major changes, it is your responsibility to check the Terms for changes. If you do not agree to any of the Terms then you can simply stop using the Website at any time. If you have any questions, concerns, or comments about our Terms please contact us. To find all the ways to contact us please click [here](#).

## **Simulator and Location Availability**

All bookings are subject to availability and offered on a first come first serve basis. Any availability offered is correct at the specific time of the request and can not be guaranteed to be the same after any length of delay.

TFT.aero will ensure that the Simulator is present and in working order, and that our trained staff are available to assist you, at the venue.

If you have specific requirements for locations, simulators or specific dates only, we suggest you contact us first before purchasing your voucher.

## **Refunds**

Where you buy a Gift Voucher via our Website as a consumer, you have the legal right (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) to cancel your contract with TFT.aero for the purchase of products within a 14 day 'cooling off period' without giving any reason and receive a full refund.

If you ask for a refund, the refund administrator on the TFT.aero Centre will log a request and complete the refund form. The refund administrator will pick this up and check before submitting to the authorised signatory.

This period will expire 14 days after the date that you receive, or a third party (other than any carrier), receives physical possession of the last of your products in your order. This legal right is separate from our returns policy.

Where you buy a Gift Voucher directly from a member of staff on the TFT.aero Centre all refunds will be made to the person who purchased the voucher and any monies will be refunded the same way the payment was first made.

## **Cancellations and Rescheduling an Appointment**

If you have a booking in the diary you are required to give 48 hours notice if you wish to cancel or change the booking or the gift voucher becomes void. Click [here](#) to contact us about rescheduling.

## **Liability**

By purchasing or redeeming a Gift Voucher or session, you agree that TFT.aero shall not be liable for the cancellation, postponement or alteration of any simulator session for reasons beyond our control including acts of God, mechanical failure, location changes or otherwise. In the event any session booked is required to be cancelled for any reason by TFT.aero and we are unable to offer an alternative, the maximum monies refunded will be the sale price of the session. Jet Simulation will not be held liable for any other out of pocket expenses regardless of fault.

## **Accuracy of information and availability of the Website**

While we try to make sure that the Website is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Website will be fit or suitable for any purpose. Any reliance that you may place on the information on this Website is at your own risk.

We may suspend or terminate operation of the Website at any time as we see fit. Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.

While we try to make sure that the Website is available for your use, we do not promise that the Website is available at all times nor do we promise the uninterrupted use by you of the Website.

### **Events Beyond our Control**

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

### **Rights of Third Parties**

No one other than a party to these Terms has any right to enforce any of these Terms.

### **Variations**

No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

### **Data Protection and Cookies**

TFT.aero is committed to preserving the privacy of its customers. Our Privacy and Cookies Policy, sets out the terms on which we process any personal data we collect from you, or that you provide to us when using the Website and which sets out information about the cookies we use on the Website. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

We store and process information about our customers in the context of our business. We use the information primarily for the provision of entertainment services. If you have any queries as to the use of your data or you do not wish to receive any information from us please contact us.

### **Copyright and Other Intellectual Property Rights**

The Website and all text, images, information, photographs contained within it, are owned by or licensed to TFT.aero. Your use of the Website grants no rights to you in relation to copyright, design rights, trade marks or other of our intellectual property rights (or the intellectual property rights of third parties).

The contents of the Website and the Website as a whole are intended solely for personal, non-commercial use. You may view the Website and print its contents for this purpose only. You may not use, transfer, copy or reproduce any part of the Website in any form or by any means except for the sole purpose of viewing its content, unless you have the express written permission of TFT.aero.

### **Disputes**

We will do our best to resolve any disputes over these Terms. If you wish to take court proceedings against us you must do so within the United Kingdom. Relevant United Kingdom laws will apply.

By entering into a contract both parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales (or the relevant court of the part of the United Kingdom in which you live). If any provision of these Terms & Conditions shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms & Conditions and shall not affect the validity or enforceability of any remaining provisions.

### **Complaints**

We will always strive to offer the very best level of service to all our customers, but should you wish to raise a complaint, please email us at [dubai@tft.aero](mailto:dubai@tft.aero) or call us on official phone from Website header (or [Contacts](#) page) and we will do our best to resolve your complaint as quickly as possible.

If your dispute remains unresolved, you may be eligible to use the European Commission's Online Dispute Resolution platform here: <https://webgate.ec.europa.eu>. English law shall apply to all claims and disputes (whether contractual or non-contractual) arising in relation to or in connection with these Terms & Conditions.

Please let us know if you have any questions or complaints regarding the Website.

To view all the ways to contact us please [click here](#).