



JetSky Flight Simulation Terms and conditions of booking(s).

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Definitions

1. JetSky Flight Simulation (hereafter referred to as 'JetSky') carries on the business of providing flight simulator Experiences (hereafter referred to as 'Experiences') to members of the public and businesses (hereafter referred to as 'Customers').
2. The following definitions apply:
 - a. Activity: an action or task undertaken by JetSky as part of the normal operation of its business, including Experiences.
 - b. Booking Party: An individual or organisation responsible for making, as a customer, the Activity booking with JetSky.
 - c. Attending Party: The individual or group attending, as a customer, any of JetSky's facilities or simulator(s) and/or third party facilities or simulator(s).
 - d. Attending Lead: An individual present in the Attending Party acting as a point of contact and responsibility for the Attending Party.
 - e. Flyer: An individual in the Attending Party who will operate the simulator for all or part of the Experience in a pilot/crew position.
 - f. Observer: An individual in the Attending Party who will occupy an observer position in the simulator for all or part of the Experience.
 - g. Instructor: An individual designated as providing guidance on the operation of the simulator in terms of aircraft operation and piloting.
 - h. Sim Operator: An individual designated to operate the simulator to facilitate aircraft operation and piloting scenarios.

Agreement

3. By agreeing to and/or making payment in full or in part towards a booking with JetSky you hereby agree to the terms and conditions herein.

Requirements and restrictions

4. We welcome everyone regardless of flight Experience. We do, however require that all customers:
 - a. be of minimum age 12 (due to the practical aspects of physically interacting with the simulator controls). Anyone under the age of 18 must be accompanied by a parent/guardian;
 - b. be in good health. Please advise if you have photosensitivity/sensory or other health/medical concerns or needs;
 - c. be suitably attired for flying the simulator; and
 - d. not be under the influence of alcohol or drugs.

COVID-19

5. All participants and guests must adhere to social distancing guidelines and our COVID-19 guidance to the full extent that is practically possible throughout your visit. Our COVID-19 guidelines are available on our website: www.jetskysim.com.
6. JetSky operates its A320 flight simulator in a residential setting. Please bear in mind that this is our home and we wish to keep you, our family and guests safe and well. We kindly ask that you respect this throughout your visit.

Booking Flyers and Observers

7. All bookings pertain to the hire of the simulator with at least either a JetSky-appointed instructor or simulator operator.
8. The JetSky-appointed instructor and/or simulator operator shall be present in the simulator at all times.
9. Observers and additional flyers may attend at no additional charge subject to the following;
 - a. The Attending Party may comprise up to 3 attendees as flyers or observers; or
 - b. The Attending Party may comprise up to 4 attendees as flyers or observers where the JetSky-appointed instructor or simulator operator is a member of the Attending Party.
10. Flyers and observers may share the booking time at the discretion of the Attending Party, however any time spent for seat changeover will be included in the total simulator booking time.
11. Any 2 flyers may occupy both crew seats if both persons have adequate aircraft handling competence as determined at JetSky's discretion.

Bookings, amendments and cancellations

12. All bookings will be confirmed in writing. If you have not received your confirmation then please contact us. By paying for a booking you agree to these terms and conditions. This does not affect your statutory rights. We understand that things don't always go to plan. So if you can give us a little bit of notice then we will try to make accommodating any changes as simple as possible.
13. Bookings may be amended or cancelled up to 48 hours before the scheduled arrival time without penalty.
14. Amendments to bookings made within 48 hours before the scheduled booking time will be subject to a fee of £25.
15. Cancellations of bookings made within 48 hours before the scheduled booking time will be subject to a fee of 50% of the booking amount.

16. Bookings that are not attended without notice of non-attendance will be ineligible for refund or re-booking.
17. Subject to the above and simulator availability, bookings can be rescheduled up to 3 months after the date of the original booking.

e-Vouchers

18. Unless otherwise stated e-vouchers are valid from the date of payment receipt confirmation and are valid for 12 months. Unless otherwise stated eVouchers are non-transferrable. eVouchers hold no cash value.

Operational availability

19. Even the most advanced simulators have problems from time to time. In the event that there is an issue during your flight Experience we will work to resolve it as quickly as possible.
20. You agree to operate the simulator in accordance with nominal operational practices and in accordance with the guidance of the instructor and/or simulator operator. We reserve the right to end the session at our discretion should this not be followed and no refund will be given.
21. If the Flight Simulator Experience is reduced in whole or in part due to late arrival or your disruption, JetSky will not reschedule the flight or provide a refund for time not used.
22. By booking an Experience, you acknowledge that the simulator session is dependent on certain factors beyond the control of JetSky and agree that JetSky shall not be liable for the cancellation, postponement or alteration of any simulator session for reasons beyond our control including (but not limited to) weather, illness, equipment failure, location changes or otherwise.
23. If JetSky is unable to provide a booked flight Experience due to circumstances beyond its control, illness or simulator failure, we will do our best to rearrange the Experience for a mutually convenient time.

Inclusivity

24. Our mission is to provide exciting and positive flight simulation Experiences to all. Sometimes the nature of the physical space inside the simulator can make access difficult so please advise us of your needs and we will do our best to accommodate where possible.

Limit of liability

25. The total liability of JetSky for any claim whatsoever in connection with the Experience(s) or its activities shall be limited to the price paid for the Activity
26. JetSky's limit of liability for any Activity shall be not more than the value of the nominal value of the Activity or price paid for the Activity
27. Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of any party or their servants, agents or employees. Subject thereto, JetSky shall not be liable to the Customer for any indirect, consequential or special damages arising out of or in connection with this Agreement. Except as provided above, the liability to JetSky to the Customer under this Agreement in respect of a particular sale of an Activity shall not exceed the nominal value of the Activity by JetSky in respect of such sale and in any event the aggregate liability of JetSky to the Customer under this Agreement shall in no event exceed the amount of the any commissions paid to JetSky in the year of this Agreement in which the cause of claim arises, however such claim arises (without limitation) breach or in tort, misrepresentation or breach of statutory duty.
28. Nothing in these conditions shall limit or exclude JetSky's liability for:
 - a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - b. fraud or fraudulent misrepresentation; and
 - c. any other liability which cannot be excluded by law.
29. JetSky is not a training provider. JetSky provides the facilities to host your instruction with your instructor. Any instruction or advice given is for the purposes of your flight Experience only and shall not be used beyond or after the flight Experience itself or towards any other activity or pursuit. JetSky shall not be liable for actions taken or losses incurred on the basis of advice, guidance or instruction given during your flight Experience.

Conduct

30. The booking party shall be responsible and accountable for the conduct of the Attending Party and any damages and/or losses incurred by JetSky. A nominated lead for the Attending Party shall be responsible for ensuring that the conduct and behaviour of the Attending Party is in accordance with these terms and conditions. JetSky reserves the right to terminate the Experience at any point at its discretion.

Photography

31. You are welcome to take photographs of your Experience inside the simulator. Pictures outside of the simulator are not permitted.

Data protection and privacy

32. We only collect and process the minimum amount of personal data necessary to deliver flight Experiences and to meet our insurance and legal obligations. By default and to the extent permitted by applicable law we will not share your data with third parties nor process it for any other purposes without your prior consent.