

ASPREY Booking Terms and Conditions

1. PREAMBLE

- 1.1. These terms and conditions are important and should be read carefully. Please print a copy for your records.
- 1.2. Asprey is a trading name of Asprey Aviation Limited, incorporated and registered in England and Wales with company number 08211501, whose registered office is at 28 Queens Grove Road, Chingford, London, E4 7BT, United Kingdom.
- 1.3. We may vary these Terms and Conditions from time to time at our sole discretion.

2. ACCEPTANCE

- 2.1. You understand and agree that these Terms and Conditions apply to all use of the Asprey services as detailed in these Terms and Conditions and any additional terms that are notified to you in relation to services provided by Asprey from time to time.
- 2.2. The Asprey Services are subject to availability and may change from time to time.
- 2.3. Where any such change or withdrawal of service affects bookings that have been accepted by us, we will contact you as soon as possible to advise you.
- 2.4. In cases where we need to cancel a booking you have made, we will give reasonable notice and we will refund any payment you have made in advance. Please note, that where this is beyond our control, the notice we are able to give may be limited.

1. ASPREY SERVICES

- 1.1. Asprey offer airport concierge services at various airports around the world, where a representative will meet you at the airport and assist you with various elements and procedures during the departure, arrival or transit process.
- 1.2. The Asprey services available at each airport may vary due to local conditions, rules and regulations.
- 1.3. Your booking will cover you for the services of the representative at the airport for a maximum of three hours. If you require the services of the representative for more hours, then this must be arranged in advance with the Asprey Operations Centre.

operations@aspreyaviation.com or call us on +44 (0)207 859 4486. This may incur additional payment.

- 1.4. You understand and acknowledge that the services of the representative beyond the standard maximum number of hours cannot be guaranteed.
- 1.5. Prices do not include fees such as foreign departure tax, immigration clearance charges, visa fees, security charges, customs taxes.
- 1.6. Prices do not include discretionary gratuities to representatives, which you may or may not decide to pay directly to the representative.

2. BOOKING WITH ASPREY

- 2.1. No Asprey service is available for sale within 48 hours of the service date.
- 2.2. A booking request will be deemed to be accepted and confirmed only when we have issued a booking confirmation with a booking reference number, and have received payment in full.
- 2.3. A Booking Confirmation will not be sent until the full booking fee has been received by us.
- 2.4. When you have paid the full booking fee, this constitutes acceptance of these Terms and Conditions, which take effect immediately but will not constitute acceptance by us of the offer until you have received a booking confirmation.
- 2.5. When you make a booking with us, you will receive a confirmation email, which constitutes your booking confirmation and will include all details of the booking, including a booking reference number and the contact details for the representative that will be providing the Asprey services for you and must be kept with you when travelling. You must check these details carefully and notify us immediately, quoting the booking reference number, if there are any errors. Please contact us via email at: operations@aspreyaviation.com or call us on +44 (0)207 859 4486.
- 2.6. You acknowledge and accept that it is your sole responsibility to ensure that the information supplied in your booking request is correct. We will not be responsible in any circumstances for incorrect information supplied at the time of booking including but not limited to dates, flight numbers, arrival or departure times.
- 2.7. Further, you acknowledge and accept that it is your sole responsibility to ensure that the contact details you provide when making your booking request (including the email address and contact telephone number) are valid and correct. We will not be responsible should an incorrect number or contact details be given.
- 2.8. For departure services, it is your responsibility to book a time for your arrival at the airport that allows sufficient time for the service to take place and all procedures

(check-in, security clearance, and so on) to be completed in good time for you to catch your flight.

3. AMENDMENTS AND CANCELLATIONS – BY ASPREY

- 3.1. If we need to cancel your Asprey service for any reason, then you will be entitled to a full refund of the Booking Fee, which will be made to the credit card used to make the booking.
- 3.2. Flight arrivals are sometimes subject to short notice gate changes. If this is the case, the representative will react accordingly and endeavour to meet you at the new gate. However, if you are unable to locate the representative, please contact them on the number provided to you.

4. AMENDMENTS AND CANCELLATIONS – BY YOU

- 4.1. You may amend or cancel your booking with no penalty provided that you do so outside of the 48 hour window of either the original Asprey service date or any amended Asprey service date.
- 4.2. If you cancel your booking less than 48 hours before the service date (or any time after the service date) you are not entitled to a refund.
- 4.3. If you do not show up to an Asprey service then you are not entitled to a refund.
- 4.4. If our prices have changed between the time of the original booking and any requested change, we reserve the right to charge the new price to the booking that you have amended.
- 4.5. Any refunds made as a result of a cancellation or amendment can only be made to the credit card that was used to make the booking.

5. ARRANGEMENTS ON THE DAY OF THE ASPREY SERVICE

- 5.1. You should contact us with any queries or amendments concerning the Asprey service you have booked by contacting us via email operations@aspreyaviation.com or by calling +44 (0)207 859 4486. It is your responsibility to ensure that you locate and wait for the representative at the place and time that is detailed on your booking confirmation.
- 5.2. If you cannot find your representative, it is your responsibility to contact him or her on the number that you will have been provided with. Failure to do so may result in you being treated as a “no show” and no refund will be made.

6. ELEMENTS OUTSIDE OUR RESPONSIBILITY

- 6.1. We are not responsible for:
 - 6.1.1. any consequences if you arrive at the airport late for a departing or transiting flight, which then results in inability to check in or board the aircraft. This specifically includes but is not limited to cases where you have arranged a

starting time for an Asprey service that does not leave enough time to complete all the procedures that are required prior to boarding;

6.1.2. delays or problems with immigration, security or boarding of aircraft, including but not limited to out of date paperwork or visas, or errors in such documentation. It is your responsibility to ensure that you have a valid passport and any other required travel documentation; and

6.1.3. any dangerous prohibited items that you may carry, or for the consequences of you carrying any such items.

6.2. If any flight delays, whether of departing or arriving flights, result in you requiring the Asprey service for longer than our standard service for the airport, as outlined in the booking description, then you may need to pay additional costs incurred.

6.3. If an arrival service is booked as part of the Asprey service and the arriving flight is delayed by more than 3 hours, then it is the responsibility of the passenger and/or his agent or representative, to contact the Asprey representative on the number supplied in the booking confirmation to confirm if coverage is required at the revised arrival time. Failure to comply with this clause may mean that no representative will be provided for the new arrival time.

7. PAYMENT TERMS

7.1. You must pay the quoted booking fee relating to the Asprey services which you are requesting at the time you request your booking. The booking fee will be deducted from your credit, charge or debit card at the time of your requested booking.

7.2. The booking confirmation will not be issued until payment has been made in full.

7.3. By making a booking request you expressly authorise us to debit your credit, charge or debit card the amount as shown on your booking request and the additional charges (if any) referred to in these Terms and Conditions.

7.4. We reserve the right not to fulfil your booking if your payment method is declined for any reason or if the payment method has been used fraudulently or without the cardholder's permission or if you are under the age of 18.

8. IDENTIFICATION

8.1. You are required to provide full and accurate personal and contact details when making a booking request and you must notify us of any change in the information you have provided (for example if you change your mobile telephone number).

8.2. If you provide incorrect information this may invalidate your booking.

9. THE INFORMATION WE HOLD ABOUT YOU

9.1. If you request Asprey services we may ask you for information related to providing the Asprey services requested including but not limited to your name, home or

business address, contact telephone numbers, passport details and e-mail address. We may collect this information by telephone, in writing or through a Website.

10. HOW WE USE MEMBER PERSONAL INFORMATION

- 10.1. We use information about you to do the following:
- 10.1.1. check or confirm your identity if you call us;
 - 10.1.2. process the booking requests you place with us for Asprey services; and
 - 10.1.3. prevent and detect criminal activity, fraud and misuse of or damage to our service.

11. WHO WE CAN GIVE YOUR INFORMATION TO

- 11.1. We use other companies to provide the Asprey services or to provide services to us. So that they can do this, we may need to let them process your personal information. When we do so, these companies:
- 11.1.1. must act in line with the instructions we give them; and
 - 11.1.2. may only do things that we are entitled to do.
- 11.2. We may provide information (in response to requests made properly) to prevent and detect crime, and to prosecute offenders. We may also provide information to protect national security. In either case, we will do so in line with the Data Protection Act 1998. We may transfer the personal information we collect about you to countries other than the country in which the information was originally collected. Those countries may not have the same data protection laws as the country in which you initially provided the information. When we transfer your information to other countries, we will protect that information as described in these Terms and Conditions. By providing your personal information to us, you consent to us transferring your personal information to such other countries.
- 11.3. We also provide information when we have to do so by law (for example, under a court order) or in response to demands that have been made properly under legal powers.

12. HOW LONG WE KEEP PERSONAL INFORMATION FOR

- 12.1. How long we keep personal information depends on how we use that information. In some cases, by law we must keep information for a minimum period.

Unless specific legal requirements say otherwise, we will keep information no longer than is necessary for the purposes we collected or processed the information.

13. LIABILITY - THIS CLAUSE IS IMPORTANT AND YOU SHOULD READ THIS SECTION VERY CAREFULLY.

- 13.1. Nothing in this agreement shall limit or exclude either our or your liability for:
- 13.1.1. death or personal injury resulting from negligence; or
 - 13.1.2. fraud or fraudulent misrepresentation; or
 - 13.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - 13.1.4. breach of section 2 of the Consumer Protection Act 1987.
- 13.2. Without prejudice to clause 15.1, we shall under no circumstances whatever be liable, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:
- 13.2.1. loss or damage to your personal property; or
 - 13.2.2. loss of profit; or
 - 13.2.3. loss of goodwill; or
 - 13.2.4. loss of business; or
 - 13.2.5. loss of business opportunity; or
 - 13.2.6. loss of anticipated saving; or
 - 13.2.7. loss or corruption of data or information; or
 - 13.2.8. special, indirect or consequential damage;
- that arises under or in connection with these Terms and Conditions
- 13.3. Without prejudice to clause 15.1, our total liability arising under or in connection with this agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the price you have paid for use of the Asprey Services.
- 13.4. Subject to clause 15.1, we will not be liable to you:
- 13.4.1. if your instructions are not sufficiently clear, incomplete, incorrect or inaccurate (as determined by us in our reasonable opinion) or any fault of your own;
 - 13.4.2. if we are unable to perform any of our obligation under these Terms and Conditions due to any act, delay or failure to perform our obligations under these Terms and Conditions due to events beyond our reasonable control including but not limited to failure of any of our data processing systems, hardware or telecommunications systems or because of anything outside of our

reasonable control which we will include amongst other things war, terrorism, natural disaster, failure of the internet and industrial dispute;

13.4.3. for any failure on the part of any third party to deliver or provide any Asprey services which have been booked on your behalf by us or advised by us, although we will try to resolve any such issue on your behalf;

13.4.4. for any failure by you providing us with correct information when requesting an Asprey service; or

13.4.5. for anything specifically excluded, including any disclaimers appearing in the Asprey services descriptions, or elsewhere in these Terms and Conditions.

13.5. We specifically disclaim all and any liability for any act or omission of any third party or loss that has been incurred by you as a result of any act or omission of a third party.

13.6. You acknowledge and accept that we do not and will not provide any representations, warranties or recommendations in relation to any of the information, data or suggestions provided in the Asprey services. You are responsible for and shall use your own skill and judgement as to the quality and suitability of the Asprey services.

13.7. This clause 15 applies only to the extent permitted by law.

14. HOW TO CONTACT US

14.1. Please contact: operations@aspreyaviation.com or call us on +44 (0)207 859 4486

15. COMPLAINTS

15.1. If you have a complaint about any service provided by us or any third party, you must notify us of the details by email to operations@aspreyaviation.com within 30 days of the date of the service. We will respond to you to acknowledge receipt of your complaint promptly and provide a detailed response within 2 weeks of receiving your email.

15.2. There may be occasions when we are unable to respond within these timeframes. When this is the case we will keep you informed.

15.3. We reserve the right to record any telephone conversation with you and to make use of any such recording for training purposes and/or in the resolution of any complaint or dispute.

16. FORCE MAJEURE

16.1. Except where otherwise expressly stated in these conditions we regret we cannot accept responsibility where the performance or prompt performance of our contractual obligations is prevented or affected or you otherwise suffer any loss, damage or expense of any nature as a result of force majeure. In these booking conditions, force majeure means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such

events may include actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

17. GOVERNING LAW AND JURISDICTION

17.1. These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

17.2. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions or its subject matter or formation (including non-contractual disputes or claims).

18. RIGHTS OF THIRD PARTIES

18.1. No term of these Terms and Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to these Terms and Conditions, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.