

ELEVATE AIR, LTD.
Website Terms of Use

1 These terms and what they cover

- 1.1 These terms of use (the **Terms**) tell you the rules for using our website, www.elevateair.co.uk (**our website**).
- 1.2 By using our website, you confirm that you accept these Terms and that you agree to comply with them. If you do not accept and agree to comply with these Terms, you must not use our website.
- 1.3 We recommend that you print a copy of these Terms for future reference.

2 Who we are and how to contact us

- 2.1 Our website is operated by Elevate Air Ltd (**we, us, our**). We are a private limited company registered in England and Wales under company number 14548162 and have our registered office at Third Floor 1 Ashley Road, Altrincham, Cheshire WA14 2DT.
- 2.2 To contact us, please do so in writing:
 - 2.2.1 by e-mail to: charter@elevateair.co.uk;
 - 2.2.2 by using the “Contact Us” submission form, which can be found www.elevateair.co.uk (on our website);
 - 2.2.3 by post to: Elevate Air, London Oxford Airport, Kidlington, Oxford OX5 1RA

3 Other terms that may apply to you

- 3.1 These Terms refer to the following additional terms, which will also apply to your use of our website:
 - 3.1.1 Our Privacy Policy which sets out details of how we may collect, use, and look after your personal data, including when you visit and use our website; and
 - 3.1.2 Our Terms of Service for the supply of our aircraft flight services and related services.
- 3.2 These additional terms can be found on our website or when you book a flight with us.

4 We may make changes to these Terms and our Website

- 4.1 We may amend these Terms from time to time. Every time you wish to use our website, please check these Terms to ensure you understand the Terms that apply at that time.
- 4.2 We may also update and change our website from time to time to reflect changes to the services listed on our website, our business priorities and to the needs of our customers and those who visit or use our website.

5 Use of our Website

- 5.1 We do not guarantee that our website (or any content on it), will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. When possible, we will try to give you reasonable notice of any extended suspension, withdrawal, or restriction.
- 5.2 You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.
- 5.3 Our website is directed to people residing in the United Kingdom and the Channel Islands. The content available on or through our website may not be appropriate for use or available in other locations.

6 How you may use material on our website

- 6.1 We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 6.2 You must:
 - 6.2.1 not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text;
 - 6.2.2 always acknowledge our status (and that of any identified contributors) as the authors of content on our website; and
 - 6.2.3 not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.
- 6.3 You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on our website. If you print off, copy, or download any part of our website in breach of these Terms, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

7 Do not rely on information on this Website

- 7.1 The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.
- 7.2 Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete, or up to date.

8 We are not responsible for websites we link to

8.1 Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

8.2 We have no control over the content of those websites or resources.

9 Our responsibility for loss or damage suffered by you

9.1 Whether you are a consumer or a business user, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation.

9.2 If you are a business user:

9.2.1 We exclude all implied conditions, warranties, representations, or other terms that may apply to our website or any content on it to the extent permitted by law.

9.2.2 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- (a) use of, or inability to use, our website; or
- (b) use of or reliance on any content displayed on our website.

9.2.3 In particular, we will not be liable for:

- (c) loss of profits, sales, business, or revenue;
- (d) business interruption;
- (e) loss of anticipated savings;
- (f) loss of business opportunity, goodwill, or reputation; or
- (g) any indirect or consequential loss or damage.

9.3 Please note that we only provide our website for domestic and private use. You agree not to use our website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10 Acceptable Use

10.1 You may use our website only for lawful purposes. You may not use our website:

- 10.1.1 in any way that breaches any applicable local, national, or international law or regulation;
- 10.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

- 10.1.3 for the purpose of harming or attempting to harm any person in any way;
 - 10.1.4 to send, knowingly receive, upload, download, use or re-use any material which is defamatory, obscene, offensive, hateful, inflammatory, promotes violence of discrimination on any grounds, infringes any intellectual property rights, promotes illegal activity or is likely to harass, upset, embarrass, alarm, or annoy any other person or is otherwise illegal;
 - 10.1.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
 - 10.1.6 to knowingly transmit any data or send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 10.2 You also agree not to access without authority, interfere with, damage, or disrupt any part of our website, any equipment or network on which our website is stored, any software used in the provision of our website and/or any equipment or network or software owned or used by any third party.

11 Viruses

- 11.1 We do not guarantee that our website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our website, including use of your own virus protection software.
- 11.2 You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored, or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

12 Rules about linking to our website

- 12.1 You may link to the home page of our website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 12.2 You must not establish a link to our website in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.
- 12.3 You must not establish a link to our website in any website that is not owned by you.
- 12.4 Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page.
- 12.5 We reserve the right to withdraw linking permission without notice.

- 12.6 The website in which you are linking must comply in all respects with the Acceptable Use standards set out above.
- 12.7 If you wish to link to or make any use of content on our website other than that set out above, please contact us.

13 Which country's laws apply to any disputes?

- 13.1 If you are a consumer, please note that these Terms, their subject matter, and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 13.2 If you are a business, these Terms, their subject matter, and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

These Terms were last updated in May 2024.