

TERMS AND CONDITIONS FOR PATHFINDER CAFE ONLINE SERVICES

LAST UPDATED MARCH 2024

By installing, accessing or using any websites, apps, email newsletters and subscriptions, and other digital properties that reference these terms (together, "online services"), you are entering into a binding agreement in respect of your use of the online services with Blackbushe Airport Limited trading as Pathfinder Cafe ("Blackbushe Airport" "Pathfinder Cafe", "we", "us" or "our"), in the United Kingdom. If you do not agree to these terms, you must not use our online services.

You should also review our Privacy Statement which describes how we collect, use and share information.

The online services are not intended to be used by, or targeted to, anyone under the age of 18 years old. You must be at least 18 years old to use the online services.

If you are under the age of 18, then you must immediately stop using the online services and request that Pathfinder Cafe close any online services account that you have created. You can request account deletion by emailing cafe@blackbusheairport.co.uk.

1. ABOUT US AND THE ONLINE SERVICES.

ABOUT PATHFINDER CAFE. Blackbushe Airport Ltd (company number 01642908, VAT number GB 225440435) controls and operates the online services from our registered business address of Terminal Building, Blackbushe Airport, Camberley, Surrey, GU17 9LQ.

AVAILABILITY OF PRODUCTS AND SERVICES. Pathfinder Cafe products and services are available only at the Pathfinder Café, Blackbushe Airport, Camberley, GU17 9LQ. However, the online services may describe products and services that are not available at the point of ordering.

Obey the rules of the road. Whenever you use the online services, you must obey the rules of the road and all applicable rules and regulations. If you are the driver of a vehicle or other mode of transport, make sure you are lawfully parked before using the online services. You must not use the online services while you are the driver of a moving, or stationary but not lawfully parked, vehicle or other mode of transport. In the interest of safety, you should always only use the online services when it is lawful and safe to do so.

YOU ARE RESPONSIBLE FOR YOUR DEVICES AND ACCOUNTS. You are responsible for any devices, software and services needed to use the online services. Pathfinder Cafe does not guarantee that the online services will fully function on any particular device or with any particular software. You are also responsible for any messaging and data charges, fees and taxes for your use of the online services, including when we communicate with you by text, email or other means that you choose. You may only use the online services with devices that you own or control and using only the authorised operating systems (e.g., Apple iOS for Apple devices). If you create an online services account (where applicable), you are responsible for keeping the account secure and for all activity under the account. You can only use one online services account and you must always keep your account information accurate. If you download or stream our online services onto a mobile device or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the mobile device or other device.

CLOSING YOUR ACCOUNT. If you are a registered user of our mobile app, you can request account deletion by emailing us at cafe@blackbusheairport.co.uk

PATHFINDER CAFE RIGHT TO UPDATE OR TERMINATE THE ONLINE SERVICES. You understand and consent that (with or without notice) Pathfinder Cafe may update, modify or terminate the online services (or your access to them) from time to time, including by pushing updates to (or removing functionality or access from) any app that you have installed on your device.



INFORMATION SET OUT ON THE ONLINE SERVICES. The information made available through the online services is not intended to be legally binding and you should not consider it as a representation on any matter. From time to time not all products will be available due to customer demand and ingredient availability. Differences may be due to your device's display of colours or factors such as the ingredients used, the supplier, and the season of the year. As a result, the products described through the online services may not be identical to the product served.

UPDATES TO THESE TERMS. Pathfinder Cafe may also update these terms at any time and at its sole discretion. If Pathfinder Cafe makes material changes to the terms, we will notify you by any reasonable means such as by posting the new terms in the online service. If you do not agree to the changed terms, then you must immediately stop using the online services and request that Pathfinder Cafe close any online services account that you have created (see 'Closing your account' above).

HOW TO CONTACT US. If you have any questions or comments regarding the online services, please contact us by email: cafe@blackbusheairport.co.uk

2. OUR INFORMATION PRACTICES AND COMMUNICATIONS WITH YOU

PATHFINDER CAFE PRIVACY STATEMENT. Our Privacy Statement describes our information practices, including how we collect, use and share your personal information. It also sets out rights that you have in respect of your personal information, including the right of access to, and right to request erasure of, your personal information.

HOW WE COMMUNICATE WITH YOU. Through the online services, you may opt in to receive marketing communications from us. When you opt-in to any of these types of communications, you understand and consent that that you will receive marketing communications. Pathfinder Cafe may also send you transactional and other service-related messages using the information you have provided to us in accordance with our Privacy Statement.

OPTING-OUT OF COMMUNICATIONS GENERALLY. You have a choice as to how we communicate with you. You can generally find your communication preferences with instructions on how to opt out in the 'profile' section of the Pathfinder Cafe app. You may also be able to change your communication preferences using your device settings (for example by turning off push notifications through your device settings). In addition, our communications may include the opportunity to opt out of marketing communications. You understand and agree that you may need to separately manage your communication preferences for each communication method and type of communication. For example, if you opt out of receiving marketing emails, you may still receive marketing text messages if you've opted in to receiving them. Whilst we do our best to offer convenient methods for you to manage your communications preferences, you may need to separately adjust your preferences for each online service. Please note that for some account-related and transactional communications, the only way to stop receiving these communications may be to close your online services account. Lastly, please note that if you are receiving communications from a Pathfinder Cafe franchisee, then you will need to opt out from them directly.

3. SENDING ORDERS TO THE CAFE FOR COLLECTION BY YOU (TAKEAWAY) OR TO BE BROUGHT TO YOUR TABLE (EAT IN)

This section applies to your use of the Pathfinder Cafe web app to send Takeaway orders to the Pathfinder Cafe. The Pathfinder Café does not offer a delivery service. All orders will need to be collected in person (Takeaway) or may be brought to your table (Eat In).

THE CONTRACT FOR YOUR ORDER. Once you have placed your order through the Pathfinder Cafe web app, you will need to go to the cafe yourself to collect and (if applicable) pay for your order. The contract is formed when you complete payment for your order. If you complete your order and elect to make payment on collection, then your order will not be prepared until you have arrived at the café and made payment. If you make payment online by credit or debit card, or by Apple Pay or Google Pay, then your order will be prepared for collection or be brought to you at your table. The contract for your purchase of the products will be between you and Blackbushe Airport Ltd t/a Pathfinder Cafe).



Please read this section before you send any orders to the Pathfinder Café using the web app.

ABOUT THE ORDERING FUNCTIONALITY AND ELIGIBILITY.

- The ordering functionality on our web app provides you with a convenient way of building orders for products that you can submit to the Pathfinder Café before you arrive at the cafe.
- You may only purchase products using the web app if you are at least 18 years old.
- Not all products will be available to order through the web app, such as seasonal items, daily specials etc.
- Some products listed as available in the web app may not be available due to stock shortages, the web app will not update when a product is out of stock. If you order an out of stock item, a member of the Café team will contact you to offer an alternative or a refund.
- Once you have selected a table, please do not move as your food will not be brought to the correct location.

REGISTERING YOUR PAYMENT METHOD AND VERIFYING TRANSACTIONS. Pathfinder Café uses third party providers to securely store your payment card information and process your payments. You understand and agree that, when you register a payment card, Pathfinder Café or its third-party providers may verify that the payment card you registered is valid. Our staff may ask you for additional information in order to verify your purchase.

CANCELLING YOUR ORDER, REFUNDS AND YOUR CONSUMER RIGHTS. You can modify or cancel your order at any time until either (i) the point at which the order has been paid for if requesting it ASAP or (ii) 30 minutes prior to the requested collection time if placing an order for collection at a later date or time. Once an order has been placed and paid for and is in preparation it cannot be cancelled or modified. If you wish to seek a refund for any reason, including if the products are unsatisfactory or for other reasons, please contact us on cafe@blackbusheairport.co.uk or visit the Pathfinder Café and ask to speak to the manager or shift leader. Your legal rights are not affected by anything in these terms. Advice about your legal rights is available from your local Citizens' Advice Bureau.

FOOD INGREDIENTS AND ALLERGENS. The Pathfinder Café produces food in kitchens where allergens are handled by staff, and where equipment and utensils are used for multiple menu items, including those containing allergens. Although your meal is prepared with care, we cannot guarantee it will be allergen free, even after ingredients have been removed on request. You can view ingredients, including allergens and nutritional information, under the Nutritional Information section per product within our online services including the app and also on our website. We have taken care to ensure this information is correct, however, if you have a medical condition or allergy in which exposure to an ingredient could cause severe injury or is life threatening, please make our staff aware so that we can advise you on the contents and preparation of our menu.

4. OFFERS.

You may have the possibility of receiving offers through the online services. The following general terms apply to the offers: (1) the offer may only be available through that particular online service and for the product shown and subject to availability, and until the expiration date; (2) serving times apply (e.g., certain non-breakfast offers may not be available at breakfast serving times); (3) unless otherwise stated each offer expires on redemption; (4) only one offer can be used per transaction; (5) offers are not transferable; and (6) there is no cash alternative. In addition, there may be specific terms that apply to the offer which are set out next to the offer.

5. OWNERSHIP AND LICENSES FOR THE ONLINE SERVICES.

PATHFINDER CAFE INTELLECTUAL PROPERTY OWNERSHIP. Any and all rights in the online services are and shall remain the exclusive property of Pathfinder Café or its licensors. For purposes of clarity, "online services" includes any and all content on the online services, such as, but not limited to, text, images, graphics, logos, page headers, button icons, images, digital downloads, data compilations, software, trade marks, service marks, trade dress, audio, video, data and other materials (together, "content") as well as any part of the online services. The online services are licensed, not sold, to you. Nothing in these terms intends to transfer any such rights to, or to vest any such rights in, you. You may not take any action to jeopardize, limit or interfere with Pathfinder Café or its licensors' rights.



YOUR LICENSE TO USE THE ONLINE SERVICES. Subject to these terms, you are granted a personal, non-exclusive, non-transferable and revocable license to use the online services solely for your own personal, non-commercial purposes solely in accordance with these terms. For purposes of clarity, "use" includes accessing, interacting with, and displaying. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights these terms expressly grant to you. Pathfinder Cafe reserves all other rights.

TRADEMARK INFORMATION. Trademarks, service marks, trading names, logos, and all graphical elements, including the look and feel appearing on the online services, whether registered or unregistered, are distinctive and protected trademarks or trade dress of Pathfinder Cafe or licensors. The online services may also contain various third-party names, trademarks, and service marks that are the property of their respective owners. Nothing in these terms may be interpreted as granting any licence or right to use any of these trademarks or other types of right without our written permission beforehand, or the written permission of the third-party owner of such right.

6. USER SUBMISSIONS AND UNSOLICITED IDEAS

USER SUBMISSIONS. Some online services may allow you to send comments, remarks, suggestions, ideas, graphics, photographs, questions, complaints or other information posted or communicated to Pathfinder Cafe through the online services (together, "submissions"). You understand that, by submitting any information to Pathfinder Cafe through the online services, you grant Pathfinder Cafe a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, sublicense to others, modify, translate, prepare derivative works of, publicly display, and publicly perform the submissions, including to use them for any commercial or other purpose whatsoever without approval from or compensation to you or any other person. Unless required by law, Pathfinder Cafe will not be required to treat any submissions as confidential.

UNSOLICITED IDEAS. It is Pathfinder Cafe policy not to consider unsolicited ideas. While we appreciate you taking the time to consider Pathfinder Cafe, we're unable to review new ideas from outside the Pathfinder Cafe system. You expressly waive any and all claims against Pathfinder Cafe and its licensees in connection with Pathfinder Cafe and/or its licensees' consideration, use or development of any product, design, concept or other materials similar or identical to your submission now or in the future.

7. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights on or relating to our online services belong to Pathfinder Cafe or its licensors and the rights on our online services are licensed (not sold) to you. You have no intellectual property rights in, or to, the online services other than the rights to use them in accordance with these terms.

THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. The online services may also contain various third-party names, trade marks, and service marks that are the property of their respective owners. Nothing in these terms may be interpreted as granting any licence or right to use any of these trade marks or other types of right without our written permission beforehand, or the written permission of the third-party owner of such right.

8. ACCEPTABLE USES AND RESTRICTIONS FOR THE ONLINE SERVICES.

ACCEPTABLE USES AND OTHER RESTRICTIONS. With respect to the online services (which includes content), you may not, and may not allow third parties, to:

- a) Use the online services for any purpose that is unlawful or prohibited by these terms;
- b) Delete or change any copyright, trade mark, or other proprietary notices;
- c) Attempt to obtain ownership or title to the online services, including the content;
- d) Use, copy, distribute, republish, display, disclose, upload, post, or transmit the online services in any commercial manner;



- e) Rent, lease, sell, sub-license, loan, translate, merge, adapt, assign or transfer the online services, or combine them with, or incorporate them into, any other programs or services;
- f) Disassemble, decompile, reverse-engineer, copy in source or object code format, or create derivative works based on the online services;
- g) Transfer, provide, export or re-export the online services in violations of an embargo, trade sanction, or other technology control or export laws and regulations;
- h) Use or launch any unauthorised technology or automated system to access the online services or extract content from the online services, including but not limited to spiders, robots, screen scrapers, or offline readers;
- i) Attempt to disable, damage, overburden, impair or gain unauthorised access to the online services, Pathfinder Cafe network or any user accounts associated with the online services.

9. Limitations on liability and disclaimers.

Nothing in these terms in any way excludes or limits our liability for:

- death or personal injury caused by our negligence
- fraud or fraudulent misrepresentation
- any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession)
- any breach of the terms implied by Part 1 of the Consumer Rights Act 2015 (description, satisfactory quality, fitness for purpose and samples); or
- defective products under the Consumer Protection Act 1987.

LIMITATIONS ON PATHFINDER CAFE LIABILITY. PATHFINDER CAFE SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT LOST PROFITS OR BUSINESS DAMAGE (INCLUDING LOSS OF OPPORTUNITY), SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING LOST DATA, PERSONAL INJURY (EXCEPT WHERE CAUSED BY PATHFINDER CAFE NEGLIGENCE), OR PROPERTY DAMAGE RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THE ONLINE SERVICES. Pathfinder Cafe reserves all legal rights to recover damages or other compensation under these terms or as allowed by law.

If we are liable to you in relation to your use of our online services (whether in contract, tort (including negligence) or otherwise, our maximum liability to you will be £50. We shall not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time that you used our online services.

The online services are provided to you for domestic and private use only. You agree not to use the online services for any commercial, business or resale purposes, and we shall not have any liability to you for any loss that you suffer as a result of any such use.

PATHFINDER CAFE PROVIDES THE ONLINE SERVICES "AS-IS" AND WITHOUT ANY WARRANTIES. The online services may include inaccuracies or errors. PATHFINDER CAFE PROVIDES THE ONLINE SERVICES "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED. PATHFINDER CAFE DISCLAIMS ALL WARRANTIES OF SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PATHFINDER CAFE DOES NOT WARRANT OR MAKE ANY REPRESENTATION THAT THE ONLINE SERVICES WILL BE ACCURATE, RELIABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE ONLINE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME TOTAL RESPONSIBILITY RELATED TO YOUR USE OF THE ONLINE SERVICES. NEITHER WE NOR ANY OTHER PERSON OR ORGANISATION INVOLVED IN PRODUCING OR DELIVERING THE ONLINE SERVICES ARE RESPONSIBLE FOR, NOR SHALL BE LIABLE (TO THE FULLEST EXTENT PERMITTED BY LAW) FOR, ANY DAMAGE TO OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS A RESULT OF YOU ACCESSING, USING OR BROWSING THE SITE OR DOWNLOADING ANY CONTENT FROM THE ONLINE



SERVICES. YOUR SOLE REMEDY AGAINST PATHFINDER CAFE FOR DISSATISFACTION WITH THE ONLINE SERVICES IS TO STOP USING THEM. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN YOU AND US.

THIRD PARTY SERVICES. The online services may link to or allow you to use third-party websites, downloadable materials, content, social networks, or other digital services (together, "third party services"). These third parties may have their own separate terms and conditions or privacy policies that you should review and understand before using them. Pathfinder Cafe does not endorse and is not associated with any of these third party services. PATHFINDER CAFE HAS NO RESPONSIBILITY FOR ANY LOSS OR DAMAGES ARISING FROM OR RELATED TO THESE THIRD-PARTY SERVICES.

EVENTS BEYOND OUR CONTROL. PATHFINDER CAFE HAS NO RESPONSIBILITY FOR PATHFINDER CAFÉ'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THESE TERMS TO THE EXTENT CAUSED BY OR RELATED TO ANY EVENT BEYOND PATHFINDER CAFÉ'S REASONABLE CONTROL. If such an event occurs, then Pathfinder Café's obligations under these terms will be suspended for the duration of the event; and Pathfinder Cafe may, but is not required to, use reasonable endeavours to find a solution by which its obligations under these terms may be performed despite the event.

For the avoidance of doubt, this Section 9 applies to your use of the Pathfinder Cafe web app, as the Pathfinder Cafe web app is part of our online services.

9. APPLE AND ANDROID (GOOGLE) APPLICATIONS

IF YOU ARE USING AN IOS APP: These terms incorporate and supplement the Apple, Inc. ("Apple") Media Services Terms and Conditions (available at <http://www.apple.com/legal/internet-services/itunes/>), including the Licensed Application End User terms therein ("Apple terms"). If you are using the online services through one of our iOS apps ("Apple Application"), you also acknowledge and agree:

- Apple has no obligation at all to provide any support or maintenance services in relation to the Apple Application. If you have any maintenance or support questions in relation to the Apple Application, please contact Pathfinder Cafe, not Apple.
- except as otherwise expressly set out in these terms, any claims relating to the possession or use of the Apple Application are between you and Pathfinder Cafe (and not between you, or anyone else, and Apple); and
- in the event of any claim by a third party that your possession or use (in accordance with these terms) of the Apple Application infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim.

If the Apple Application that you have purchased does not conform to any warranty applying to it, you may notify Apple, which may refund the purchase price of the Apple Application (if applicable) to you subject to then-current Apple terms and conditions. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to the Apple Application and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the Apple Application or as a result of you or anyone else using the Apple Application or relying on any of its content.

If you are using an Android (Google) app: These terms incorporate and supplement the Google Play Terms of Service (available at https://play.google.com/intl/en_uk/about/play-terms/index.html).

10. MISCELLANEOUS

- Pathfinder Cafe makes no representation that the online services are appropriate or available outside of the United Kingdom. If you use the online services from other locations, you are responsible for compliance with applicable local laws.

- These terms will be governed and interpreted pursuant to English law, notwithstanding any principles of conflicts of law. You irrevocably consent to the exclusive jurisdiction of the courts in England and Wales for purposes of any legal action arising out of or related to these terms or the online services.
- Although these terms govern the online services as between Pathfinder Cafe and you only (and although Apple is not a party to these terms), Apple is a third party beneficiary under these terms and will have the right to enforce against you those rights that Pathfinder Cafe holds under these terms to the extent such terms may pertain to them; there are no other third beneficiaries under these terms.
- The terms are written in English.
- On termination of these terms or of your permission to use the online services, all rights granted to you under these terms shall cease; however, these terms will continue to apply to your prior use of the online services and anything relating to or arising from such use. Upon termination, all rights of Pathfinder Cafe, including all intellectual property rights, proprietary rights, and licenses in these terms shall survive, as well as all restrictions on use, all limitations on liability and disclaimers.
- Each of the terms and conditions in these terms are severable and operate separately. If any of them are unlawful, void or unenforceable, then the remaining terms and conditions will remain in full force and effect.
- If Pathfinder Cafe fails to insist that you perform any of your obligations under these terms, or if Pathfinder Cafe does not enforce its rights against you, or delays in doing so, that will not mean that Pathfinder Cafe has waived its rights against you and will not mean that you do not have to comply with those obligations.
- Pathfinder Cafe may transfer its rights and obligations under these terms to another organisation or entity, but this will not affect your rights or our obligations under these terms. You may only transfer your rights or obligations under these terms to another person if Pathfinder Cafe agrees in writing.