

# **EAST SUSSEX GLIDING CLUB ("the Club")**

## **Terms & Conditions ("Terms") governing the Sale and Use of Trial Lesson Vouchers ("Vouchers")**

### **1. General**

#### a. Definitions

- i. "We", "us", "our" means the Club, its staff, instructors and members.
- ii. "You", "your" means the person who purchases or uses the Voucher and any person accompanying you at the airfield.
- iii. "Day" means any weekday except Bank and Public Holidays.
- iv. "CAA" means the Civil Aviation Authority and "BGA" means the British Gliding Association.

#### b. Acceptance

- i. These Terms apply to all Vouchers and replace any earlier Terms.
- ii. By purchasing a voucher you agree to be bound by these Terms.
- iii. English Law governs these Terms.

### **2. Limitations**

#### a. Validity

- i. Vouchers are valid for 12 months only from the date of purchase.
- ii. The flights must take place before the expiry date of the Voucher.
- iii. East Sussex Gliding Club will extend the time limit, at its discretion, if we are informed in good time as to the circumstances or reason for the late cancellation.

#### b. Physical

- i. Due to the design of our gliders, you may be unable to fly if your height exceeds 6'2" (1.88m) or if you weigh more than 224 lbs. (102kg or 16st). There is no minimum age but - it is mainly based upon weight.
- ii. If you are affected by these limits, please contact us for advice.

#### c. Health

- i. You must not fly if you are suffering from any serious medical condition (including epilepsy, fits, severe head injury, high blood pressure or heart condition) or have recently undergone surgery, unless you have a certificate of fitness to fly from your doctor.
- i. You must tell us about any disability or health problem that might affect your or our personal safety.
- ii. We are not qualified to express an opinion about your fitness to fly.

### **2. Booking & Cancellation**

#### a. General

- i. Vouchers are strictly non-refundable unless the Voucher is returned within 14 days of purchase with a written request from you for a refund.

- ii. You may transfer the Voucher to another person subject to you notifying us at the time of booking or earlier.
- b. Cancellation & Postponement
  - i. We reserve the right to cancel a booking without notice and will not accept responsibility for any costs you incur if this happens.
  - ii. If the booking is cancelled, for whatever reason, you must rebook the flight(s) within 15 days of the cancelled flight date. If you fail to do so, we reserve the right to void the Voucher.
  - iii. If you cancel a booking within 10 days of the flight(s), you will forfeit half of the flights booked. Single flights so cancelled will be forfeit.
  - iv. If you subsequently cancel rebooked flights within 10 days of the revised flight date, the Voucher will be forfeit.
  - v. If you fail to attend, at the time booked, we reserve the right to cancel the Voucher.
  - vi. Although all trial lessons are booked for particular timeslots with generous overlaps between them, there may be operational or weather related conditions that affect the timing of the flight.
  - vii. Provisional bookings will only be held open for 7 days from enquiry date. Booking cannot be guaranteed after this period unless payment has been received in full.

### **3. Safety**

- a. Our operations are conducted in accordance with CAA and BGA regulations.
- b. You must observe and comply with any advice, request, instruction or decision made by us on the grounds of safety or for any other reason.
- c. If you act in any way, which we deem dangerous or which may interfere with gliding operations, we reserve the right, without further liability to us, to cancel the Voucher without refund and to require you to leave the airfield forthwith.
- d. The student must not consume any alcohol prior their trial lesson, as they become a member of the crew and not a passenger.

### **4. Liability**

- a. Description of gliding activities
  - i. We believe that the descriptions and images used in our marketing material are accurate. However, they are intended to give a general idea of gliding and do not form part of any contract between you and us.
- b. Loss of Voucher
  - i. ESGC will not be liable for the loss or theft of a voucher nor for any loss so arising.
  - ii. You must produce the voucher to claim your flight. ESGC will issue a duplicate voucher on payment of a £10 administration fee.
  - iii. Our maximum liability claim in connection with any voucher is limited to the price paid.
- c. Limit of Liability
  - i. Our maximum liability for any claim in connection with any Voucher is limited to the price paid.