

Terms and Conditions

Wow what a fantastic gift you have been given!

A chance to widen your horizons, taking off from historic Biggin Hill for an adventure in the skies! EFG Flying School has been operating since 1947, providing expert tuition on how to fly light aircraft.

What does the voucher include?

- Pre-flight briefing
- In flight training
- Duration of the flight stated on the voucher includes time taxiing on the ground – approx. 5mins either side of take-off and landing.
- Ability to log this flight towards your private pilot's licence

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Please allow at least 30 minutes on top of your flight time for the briefing and preparation of the aircraft. Please note that we require 72 hours notice for cancellation on bookings and 'no shows' will have their voucher expire on the day.

What if my voucher is due to expire?

All of our flight experiences must be flown within 9 months from the purchase date. If your voucher is due to expire, please give us a call on 01959 540 400 as it is possible to pay for an extension while the voucher is valid.

Whatever happens we don't want you to miss out so please get in touch.

I've purchase my voucher online, what now?

- Once you have purchased your voucher you will receive a confirmation email to your email address;
- Once received confirmation on our end we shall process your voucher and send it via 2nd Class Post;
- When you receive the voucher please call us with the voucher number, your contact mobile and a date in mind. Please be aware whilst we operate 7 days a week you must give at least 1 month – 2 months notice as we are a busy school and do not want you to miss out. As stated vouchers must be booked and flown prior to the expiry date therefore please give plenty of notice. As a rule of thumb, **BOOK IT AS SOON AS YOU RECEIVE IT**, as we sometimes cancel due to bad weather and you must book up as soon as possible, this will

give you time before it expires. If you get to the expiry date and it has been cancelled due to bad weather you must book a date **within the next 2 months**.

On the Day of My Lesson

- Call prior to leaving the house to check the weather.
- If the weather is not suitable (this is at the sole discretion of the instructor) then we shall reschedule for another day within a 2 month period. We are not liable for any loss due to weather or unforeseen difficulties such as technical faults. We shall do everything as reasonably expected to honour the lesson on the day.
- If the weather is suitable please arrive no later than 15 minutes prior to your lesson allowing up to 2hrs for the duration of your time here. We operate at a fully controlled commercial airport and although we aim to serve you within good time, and more often than not are on time, we unfortunately cannot guarantee we shall be on time therefore we kindly ask for your patience in this unforeseen eventuality.
- Arrive with the voucher.
- Dress comfortably, do not wear heavy boots, open toes sandals or high heels.

PPL Packages (5hr, Instalment and 45hr)

Courses and packages may be offered at a discounted price. In order to receive full benefit of the discounted price you must complete the course in full. If you are within the refund period you may exercise your right for a refund however this will be calculated on the full rate of the purchases and not the discounted. 5hour packages are to be used by one person only and within the 5 month period. In the event you wish to transfer part of the 5 hr package to another party then an additional fee may be payable. Instalments are valid for a 9 month period per instalment. In order for continuity please book up well in advance to avoid delays to your training.

All 45hr PPL packages are valid for 18 months from point of purchase. All refunds are subject to a 10% administration fee and processed within a 30 day time period. Full and reasonable effort will be made by EFG Flying School to absorb any cost increases; however, increases in landing fees and/or operating costs may be passed on to the customer in the form of a fee increase or surcharge. Full and reasonable effort will be taken to absorb increases in the cost of fuel however a fuel surcharge may need to be applied to the customer.

General

Vouchers must be booked and flown within **9 months of the purchase date**, but can be extended for a fee. Please ensure that the recipient's name is written in full on the voucher and that this name matches their ID.

All flights are flown at the discretion of the pilot with safety as the top priority.

Weather can cause delays or cancellations so please contact us on 01959 540 400 to check on the

day prior to travelling. Children under 18 must be accompanied by a parent or guardian. Should you wish to purchase an upgrade for a larger aircraft or a longer time slot, please inform Operations on 01959 540 400 when you make your booking.

The voucher purchased is for the person named on the voucher. The voucher must have the person's full name and it must match ID they bring on the day.

2 Seater aircraft have some weight restrictions. If you weigh more than 14 stones then please purchase the 4 Seater vouchers for a more powerful aircraft. Should the voucher have already been purchased then please inform Operations when you make your booking as you may need to pay an upgrade. Flight time is measured as 'brakes on – brakes off' that is start to stop and in-air flight time can vary slightly.

You can choose to take your lesson, either in one of our Cessna 152 Aircraft or PA28 Aircraft. The Cessna is a two seat aircraft and the PA28 is a four seat aircraft. Should you choose to take a lesson in a PA28 Aircraft, you can take along an observer in the back of the aircraft who is interested in learning to fly, however this is at the discretion of the instructor and will depend on the conditions on the day. In the eventuality it is not suitable for an observer to partake in the lesson you are not eligible for a refund or part refund to fly in the 2 seat Cessna 152.

If you are suffering from any medical conditions or are pregnant or concerned about your health then please contact your doctor to check prior to purchase, and inform us as you may not be eligible to fly.

Complaints and Refunds

In the event you are not satisfied with any part of your experience with us please direct complaints to ops@flyefg.co.uk or alternatively you can write to:

EFG Flying School,
Maitland View,
Biggin Hill Airport,
TN16 3BN.

Cooling Off Period

If you are a consumer based within the European Union, you have a statutory right to a "cooling off" period. This period begins once your order is complete and ends 14 calendar days after the Goods have been delivered to you. If the Goods are delivered to you in instalments, the 14 calendar day period begins on the day that you receive the final instalment. If you change your mind about the goods within this period, please inform Us within 14 calendar days of receipt. Goods must be returned to Us within 14 calendar days of the day on which you inform Us that you wish to return the Goods. You are responsible for paying return shipment costs if Goods are returned for this

reason. Refunds will be issued within a 30 day period. We regret that additional costs such as express delivery cannot be refunded.

How We Use Your Personal Information (Data Protection)

- All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

We may use your personal information to:

- **Provide Our Goods and services to you;**
- **Process your payment for the Goods; and**
- **Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.**

We will not pass on your personal information to any other third parties [without first obtaining your express permission].

Disclaimers

We make no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of Our services.

No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

No part of this Website is intended to constitute a contractual offer capable of acceptance.

Whilst We use all reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

Changes to the Service and these Terms and Conditions

We reserve the right to change the Website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If we are required to make any changes to these Terms and Conditions pertaining to the sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

Limitation of Liability

To the maximum extent permitted by law, We accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. You should be aware that you use the Website and its Content at your own risk.

Nothing in these Terms and Conditions excludes or restricts EFG Flying School & Falcon Flying

Service's liability for death or personal injury resulting from any negligence or fraud on the part of EFG Flying School or Falcon Flying Service's

Nothing in these Terms and Conditions excludes or restricts EFG Flying School & Falcon Flying Service's liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the Website.

In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

Third Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and EFG Flying School & Falcon Flying Services.

Law and Jurisdiction

These Terms and Conditions and the relationship between you and EFG Flying School & Falcon Flying Services shall be governed by and construed in accordance with the Law of England and Wales and EFG Flying School & Falcon Flying Services and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.