**Cheshire Flying Services Ltd. T/A** 



# **TERMS AND CONDITIONS**

## **Introduction**

By purchasing any product from Cheshire Flying Services Ltd (trading as "Ravenair"), you agree to these terms and conditions.

### 1. Payment

- 1.1 Payment can be made via cash, credit card, or bank transfer (BACS). American Express (AMEX) cards are accepted.
- 1.2 Customers are responsible for all bank charges, and any levied to Ravenair will be recharged to the customer.
- 1.3 All packages must be paid for, **in full**, before the course start date. If the payment is not received by Ravenair before this date, then Ravenair reserves the right to suspend training until payment is received.
- 1.4 Due to the nature of variable costs in the industry, e.g. fuel, Ravenair reserves the right to implement a surcharge for a period of its choosing to accommodate for fluctuating costs. This will be notified to customers.
- 1.5 If a student pays for a full PPL Training Package and takes longer than 2 years to complete it, then additional costs may be incurred to reflect the increases in fuel, maintenance, operations and training.
- 1.6 Paragraph 1.5 applies to all other training packages, but after 1 year additional costs may be incurred.
- 1.7 It is the responsibility of the customer to ensure that they do not owe money at any point. If a customer has outstanding charges, they will be emailed and phoned by Flying School staff. If the payment is not settled by the end of the next working day, a "late payment fee" will be charged in accordance with the following:
  - a) £10, if the amount owed is less than £100
  - b) £30, if the amount owed is between £100 and £500
  - c) £100, if the amount owed is greater than £500

This fee will be charged every 7 days from the date that it was first charged, until the amount is settled.

## 2. Membership

2.1 A membership is required to make any booking of aircraft and/or instructor. Membership is only available to buy yearly, and is valid from the date of purchase for 365 days.

- 2.2 All packages that contain dual training include 1 year of membership in the cost. If another package is bought within the 12-month period, then the membership will be changed to expire 12 months from that date. It is not possible to "save up" membership credits.
  - a) For example, if a package is purchased on 01/01/2021, the membership is valid until 01/01/2022. If a further package is purchased on 01/06/2021, the membership will be extended to expire on 01/06/2022.

#### 3. <u>Refunds</u>

- 3.1 Refunds for training packages purchased are described in Paragraph 3.4.
- 3.2 Refunds for trial lessons are only given, where requested, due to aircraft unserviceability. An admin fee as described in Paragraph
  3.5 still applies. Refunds for trial lessons are not given in the case of poor weather, instructor illness, or any other reason.
- 3.3 An application for a refund should be made to flyingschool@ravenair.co.uk.
- 3.4 If a refund is authorised by the Head of Training or Chief Flying Instructor, the standard pricelist hourly rate for aircraft hire prevailing at the time the refund is requested will be applied to all of the flying completed in the calculation of the refund due to the customer. In addition, all landing, navigation, and misc charges will also be levied at the full rate.
- 3.5 An admin fee of <u>at least</u> £50.00 applies to all refunds, which is calculated at the time based on the amount of admin time required to process the refund.

#### 4. Bookings

- 4.1 All bookings of aircraft and instructors must be made via the Flying School Coordinator.
- 4.2 The Flying School Coordinator has the right to change and/or cancel bookings as is deemed to be necessary for operational purposes.
- 4.3 In the event that a student does not show up, shows up without having prepared sufficiently, or fails to arrive on time, for a scheduled booking, Ravenair reserves the right to charge a "no

show fee". This fee is charged at the rate published in the Ravenair Price List. The Head of Training may choose to waive this fee if exceptional circumstances are present. Any application for a fee to be overturned shall be made in writing to the Flying School.

- 4.4 If a student wishes to cancel a slot that has been booked and approved, they must telephone, WhatsApp, or email the Flying School Coordinator.
- 4.5 In the event that a student cancels a scheduled booking within 48 hours of that booking, but before the start time of the booking, Ravenair reserves the right to charge a "late cancellation fee". This fee is charged at the rate published in the Ravenair Price List. The Head of Training may choose to waive this fee if exceptional circumstances are present. Any application for a fee to be overturned shall be made in writing to the Flying School.
- 4.6 All Ravenair flights are calculated as "fixed block time" this means that the block time is calculated as flight time + 15 minutes. This is what is charged to the customer. These are rounded to nearest 5 minutes. Periodic checks are made with Air Traffic Control Logs.
- 4.7 Any disagreement regarding cancellation should be resolved at the time of cancellation and not at the time of receiving any charges.
- 4.8 Weather cancellation should be mutually agreed between pilot/student and operations/instructor.
- 4.9 If a pilot uplifts fuel and/or oil when away from base, this will be credited back to the pilot at the cheaper of:
  - a) The amount of fuel/oil uplifted, calculated at the price at Liverpool Airport (where fuel/oil is issued by Ravenair)
  - b) The amount paid by the customer

#### 5. <u>Release of Student Records</u>

5.1 In the case of a student wishing to transfer to another flying school during their training, the student should make an application to <u>flyingschool@ravenair.co.uk</u> with the contact details of their new training organisation. The Ravenair Head of Training will liaise with the new organisation's Head of Training to arrange a transfer of training records.

## 6. <u>GDPR</u>

- 6.1 All data is stored in accordance with the Ravenair Data Retention and Sharing Policy 2018, which is available on request.
- 6.2 Data may be shared with the emergency services in the event of an accident or incident.
- 6.3 Data may be shared with Liverpool John Lennon Airport for the purpose of security.
- 6.4 Data may be shared with UK Border Force for the purpose of security.
- 6.5 Data may be shared with the UK Civil Aviation Authority, or any other ICAO State, for the purposes of licencing, medical, investigation, and/or prosecution.
- 6.6 You have the right of access to all of the information stored, pertaining to yourself.
- 6.7 You have the right to withdraw your consent for personal data retention at any time. Please note that this may prevent Ravenair from adequately providing you with our services.