

# Courses – Terms and Conditions



## Terms and Conditions

### Definitions and Interpretation

In the Booking Form and in these Terms and Conditions:

‘you’ and ‘your’ refer to the person making the booking (or, in the case of a person under the age of 18 years, the person attending the course);

‘we’, ‘our’ and ‘Club’ refer to the Midland Gliding Club Limited, a company registered in England and Wales (company registration number IP11889R), the registered office of which is at the Airfield, The Long Mynd, Church Stretton, Shropshire SY5 6TA.

‘in writing’ includes a message sent by email

### 1. The Booking

The person wishing to attend the course should complete the Booking Form, but if the person is under the age of 18 years, the Booking Form should be completed by his or her parent or guardian, making it clear who will be attending the course giving the attendee’s name, address and age.

A reservation on one of our holiday courses is confirmed when we send you a note in writing that the booking has been accepted.

We reserve the right to decline or accept a booking.

The reservation is not transferable.

### 2. Payment

A deposit of £100 towards the course fee is payable as soon as your booking has been confirmed.

The balance of the course fee is payable on or before the 28th day before the start date of your course.

### 3. Our commitment

We aim to provide you with as much instruction and flying time as is reasonably safe and practical within our normal flying operations. However, gliding is always weather dependent and so we cannot give any commitment on the amount of flying time you will be offered. If adverse weather conditions prevent flying operations, detailed ground briefings will be given along with use of our simulator, if it is available.

### 4. Membership of the Club

You are required to be a member of the Club for the duration of your course. The course fee includes three months membership of the Club. The Application Forms for membership are available on our website and a paper version may also need to be submitted. As a member, you will be bound by the

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Rules of the Club (both the Statutory Rules and all our rules and procedures relating to our flying operations), all of which are available on our website.

## **5. Cancellation or variation of the terms of the reservation**

We reserve the right to cancel the reservation at any time for reasons beyond our reasonable control. We will do so in writing as soon as circumstances reasonably allow this.

We also reserve the right to cancel your reservation if you do not pay the balance of the course fee by the 14th day before the start date of the course.

We will do all we reasonably can to meet any variation of your reservation which you want to make provided you request this in writing more than 28 days before the start date of your course.

We cannot make any variation of your reservation 28 days or less before the start date of your course.

In all cases of cancellation, the Club is not liable to pay any compensation or reimburse expenses.

## **6. Effect of cancellation or variation of the terms of the reservation**

If we have to cancel your reservation under paragraph 5 above for reasons beyond our control, we will offer you a place on another course, if one is available, or a full refund of the payment you have made for the course, if you prefer.

If we cancel your reservation under paragraph 5 because the balance of the course fee has not been paid, the balance will still be payable. However, if we are able to fill the vacancy, we will waive payment of the balance but the deposit will be forfeited.

If you cancel your reservation more than 28 days before the start date, the deposit will be forfeited (or still be payable, if not paid).

If you cancel your reservation 28 days or less before the start date, the whole of the course fee, which includes the deposit, will be forfeited (or still be payable, if not paid). However, if we are able to fill the vacancy, we will offer you a refund of the amount you have paid for the course, but less an administration charge of £100.

We will do all we reasonably can to fill any vacancy, but we are under no obligation to do so.

## **7. Members under the age of 18 years**

We welcome members under the age of 18 years on the course as Junior Associate members of the Club, and the consent of the parent or guardian on the application form for membership is required for this.

However, all junior members should be mature enough to benefit from flying training and to follow instructions sensibly, and also tall enough to see out of the cockpit.

A parent or legal guardian (or responsible person appointed by them) is required to accompany a junior member and be responsible for their well-being if staying at the Club overnight except during flying operations.

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If a junior member is attending the course on a daily basis and not staying overnight, a parent or legal guardian (or responsible person appointed by them) should be responsible for the travelling arrangements to and from the Club each day, and for food and drink.

In the case of all junior members on a course, the Club requires to have contact details for the parent or responsible person.

## **8. Minimum and maximum weights and heights**

There are minimum and maximum weights and heights for pilots flying gliders. These are mandatory as well as being necessary for the safety of the aircraft in flight. You will need to fall within the limits and so please refer to our Brochure for the figures, and ask the office for assistance if you are not sure before booking.

The current acceptable weight range for persons intending to take a First Flight is normally between 50Kg (112 lbs) and 102 kg (225 lbs) and a height limit of 6'3" (1.9m).

## **9. Catering**

A separately owned and operated business offers catering at the Club and so please make any arrangements directly with the caterers beforehand.