

GOODWOOD FLYING SCHOOL TERMS AND CONDITIONS

In these terms and conditions, the “Flying School or GFS” means Goodwood Flying School, the “Club” means Goodwood Aero Club and the “Aerodrome” means Goodwood Aerodrome. Goodwood Flying School is run and operated by Goodwood Road Racing Company Limited (Goodwood House, Goodwood, Chichester, West Sussex PO18 0PX, registered company number 00466176) (the “Company”)

OPENING HOURS

1. Published aerodrome opening hours are 0800 – 1700 z/UTC April to October, 0900 – 1700L November, February and March, 0900 – 1600L December to January.
2. In exceptional circumstances, flying outside the stated opening times may be authorised by the Flying School. The guidelines set out in the GFS Operations Manual with reference to out of hours operations must be adhered to.

BOOKINGS

3. All bookings must be made via and approved by a Flying School staff member. Subject to the availability of an aircraft and/or a flying instructor, a member may book up to three months in advance a time for instruction or the hire of an aircraft and must be available at least ten minutes prior to that time.
4. Cancellation of any bookings, whether for instruction or private hire purposes, must be notified to the Flying School staff no later than 24 hours prior to the booking commencement time. Cancellations made with less than 24 hours notice will attract an administration charge of at least £40 for each booking cancelled and will be subject to the Flying School’s cancellation terms below. Exemptions will only be made under exceptional circumstances and entirely at the discretion of the Flying School.
5. Members failing to be present at the Flying School for the commencement of a booking or arriving too late to allow the flight or instruction to be fulfilled will be deemed as a no show and will be charged in accordance with the cancellation terms below. A 0.5 hobbs fee will be charged for any no shows on the day. This includes dual and solo hire no shows.
6. In the case of bad weather, it is the responsibility of the member to call the Flying School on the morning of their flight to ascertain whether or not the flight or lesson can go ahead. This decision is at the discretion of the instructor or the Flying School, as the case may be. Failure to agree cancellation of bookings for weather related reasons in advance of the booking commencement time will result in the application of the cancellation policy.
7. In the case of bookings made using GFS vouchers, please note that these are subject to additional terms and conditions which will be provided with each voucher. All GFS vouchers are valid for a period of twelve months unless extended by the written agreement of GFS.

MEMBERSHIP

8. Every pilot flying with GFS, whether flying on self-fly hire or as students under instruction (which includes solo flights flown under instructional courses) must be a member of the Aero Club. Anyone undergoing a trial flying lesson, flight test or who is booked onto a short course of flying training may hold temporary membership.
9. You agree to be bound by and comply with:
 - a) the rules and requirements of the Operations Manual, which is maintained at the Flying School;
 - b) any rules and requirements which shall be laid down by GFS for the use, operation and hire of aircraft;
 - c) these terms and conditions;
 - d) the terms of membership of the Goodwood Aero Club, which may vary from time to time.
10. Members undertaking instruction or a course of training at any location must at all times:
 - a) conduct themselves in a safe and professional manner;
 - b) comply with all requirements of the GFS Operations Manual;
 - c) follow all directions of instructors and ground staff in relation to all matters relating to the handling and operation of aircraft. Failure to do so may result in early termination of training and cancellation of membership with the Club without entitlement to any reimbursement or refund, at the discretion of the Club.
11. A member shall be entitled to receive all rights and privileges which may be attached to the level of membership at the commencement of each membership year and which are current at the time of flight.
12. Membership of the Club shall not impose upon the Company any contractual or other obligation in respect of any hire or training contract entered into with GFS. If a person who is not a member or who has ceased to be a member enters into any contract of training or hire with GFS, that person shall not be relieved of any obligation to perform the obligations created by that contract and the contract, shall be void at the option of GFS.
13. If a member is under 18 years of age, that member’s parent or legal guardian shall sign these terms and shall be personally liable for payment to GFS of all monies due. The member’s parent or legal guardian shall indemnify GFS and the Company against and in respect of all liabilities of the member arising out of the training of the member or hire by or to the member of any aircraft.
14. All offers, discounts and packages, whenever commenced expire either on the 31 December each year or when the current offer, discount or package is completed, unless otherwise stated.

TRAINING

15. Training may be provided:
 - a) on a lesson by lesson basis or as a course of study;
 - b) at an alternate aerodrome;
 - c) subject to offers and promotions provided by any company within the Goodwood group from time to time.

16. GFS shall be entitled to alter, add to, amend or withdraw all or any of the courses of training offered at any time.
17. All courses are offered subject to demand and to places remaining available.
18. A deposit of an amount agreed in advance will secure a place on certain courses of training. Deposits are non-refundable in the case of cancellation or non attendance by the member.
19. Acceptance of a member on a course of training does not imply acceptance on any subsequent course of ground or flight training.
20. Whilst GFS or the course provider will endeavour to provide training at the time and place most convenient to the member, GFS shall be entitled to defer, re-arrange or re-site training at its sole discretion for reasons including but not limited to bad weather, technical failure of aircraft, sickness or changes in training requirements. The member shall be entitled to refuse such re-arrangements but shall only be entitled to receive a credit against future training. No refund will be payable other than at the sole discretion of GFS or the Company.

HIRE OF AIRCRAFT

21. The member shall only be entitled to hire aircraft for which the member is certified and approved by a member of GFS staff.
22. Each hire shall constitute a separate and distinct agreement between the member and GFS.
23. The GFS Operations Manual will be read and signed before a self-fly hire contract can be authorised. A signature within the GFS Operations Manual signifies that the member agrees to be bound by the terms of the GFS Operations Manual.

FEES AND CANCELLATION REFUNDS

24. The charges for flying instruction and hire of aircraft shall be fixed by GFS and may be subject to revision from time to time. Discounted rates only apply if the account is in credit prior to the flight taking place otherwise the standard rates will apply.
25. The appropriate charge must be paid immediately upon the completion of any flight unless alternative arrangements have been made to open an account with GFS.
26. Non-refundable deposits will be required upon booking certain courses, at different levels according to the type of course. A booking will not be considered confirmed until this deposit is received.
27. GFS reserves the right to levy an administration fee at its current rates to any account where a refund of account balance has been requested.
28. In the case of cancellation of an aircraft hire or dual instruction, a cancellation charge will be applied as described below:

Period of notice of cancellation	Cancellation fee
Less than 24 hours	£40
No Show	0.5 hobbs at current rate.

29. When a refund has been requested on an account balance where the funds were paid in order to attract a pre-pay discount, GFS shall verify the discount applied to any services settled using these funds and reverse such discount as previously applied plus an administration fee as above.
30. GFS may at its sole discretion offer full or partial refunds of account balances. The discretion will only be exercised if the total amounts due for the course or package have been paid. Where a refund of a course or package that included airfield charges is offered GFS reserves the right to recharge the airfield charges to the account at the standard published rates applicable at the time of each flight flown.
31. Unless otherwise agreed in writing all fees are quoted excluding VAT which shall be added at the prevailing rate.
32. Unless otherwise agreed in writing each member shall be liable for all CAA fees and charges to be paid in respect of any exams, licenses and tests undertaken by the member.
33. In the event of a change in the price of fuel or an increase in landing or navigation fees GFS shall be entitled to require a surcharge to be paid which in its absolute discretion compensates it for the increased operating costs.
34. The prices of our courses do not include accommodation. Any student wishing to make their own arrangements for accommodation may do so. All accommodation costs must be made directly to the accommodation provider.
35. All non-flying items such as ground school, equipment and exams must be paid for separately and cannot be deducted from any account unless otherwise agreed with GFS.
36. Failure by any member to pay any monies on the due date shall be grounds for immediate termination of a course or package and/or membership.

DATA PROTECTION

37. In accordance with the Data Protection Act 2018 the Company is registered with the Information Commissioner's Office as a data controller to collect information. The Company gathers personal information, such as first and last names, contact details, addresses and email addresses to help the Company manage the Flying School. The Company also reserves the right to use or disclose any information as needed to satisfy any law, regulation or legal request, to fulfil the requests of members or to provide members with information. Such communications will be provided to members by email, post or by telephone. All personal information that the Company collects about its members will be recorded, used, and protected by the Company in accordance with applicable data protection legislation. The Company's privacy policy can be found at www.goodwood.com, which sets out the Company's general and overarching policy regarding privacy and data.

DISPUTES

38. The Flying School and the members should always seek to resolve any disagreements in a friendly manner and in good faith. In the absence of an amicable settlement, any dispute will be judged exclusively by the courts of England.
The Flying School reserves the right to change these Terms and Conditions from time to time.