



## AVIATION SOUTH WEST

### Terms and Conditions

#### General

##### 1 Introduction

1.1 These are the general terms and conditions upon which Aviation South West Ltd, provides its pilot training courses and other flying service offerings.

1.2 References in these terms to we, our, us and Aviation South West are references to Aviation South West Ltd, a company registered in England and Wales with company number 3729936 whose registered office is at Aileron House, Exeter Airport, Clyst Honiton, Exeter, EX5 2BD, United Kingdom.

1.3 By submitting an application form to us for enrolment on a course (as defined below), you acknowledge and agree that these Terms will become legally binding on you upon issuance by us of a written confirmation of your acceptance on a Course (in whatever format that acceptance is delivered).

1.4 In respect of self fly hire or any other of our service offerings, you acknowledge and agree that these Terms will become legally binding on you at the time you make the booking with us either by telephone, email or by using our online booking system.

1.5 In the event of any conflicts or inconsistencies between these Terms and any other documents pertaining to your enrolment and participation on a Course, hire of an aircraft (as defined below), or any other service offering (as the case may be) including any brochures, advertising material, descriptions of our website, these Terms shall prevail.

##### 2 Definitions

###### 2.1 In these Terms:

Aircraft means one of the aircraft owned or leased to us and used on a Course or made available by us for self-fly hire;

CAA means the UK Civil Aviation Authority or any replacement or successor body;

Course means any pilot training or related course offered and provided by Aviation South West from time to time;

EASA means the European Aviation Safety Agency or any replacement or successor body;

Hirer means a person making a self-fly hire booking whether a Student or not;

Operations Manual means the operational manual relating to the relevant Aircraft, a copy of which is available electronically through our online student records system;

Pilot in Command means the person aboard the Aircraft who is ultimately responsible for its operation and safety during the flight;

Pilot's Operating Handbook means a document containing the information required to operate the relevant Aircraft, a copy of which is available through our online student records system;

Premises means Aileron House, Exeter Airport, Clyst Honiton, Exeter, EX5 2BA, United Kingdom;

Student means any person accepted by us in writing on a Course;

## 2.2 In these Terms:

a) Words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders, and words importing persons shall include bodies corporate, unincorporated associations and partnerships;

b) Any reference to a statute, statutory provision or subordinate legislation is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

c) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

d) Headings are included for ease of reference only and shall not affect the interpretation or construction of these terms and conditions.

## 3 General Course Terms

3.1 The provisions of clauses 3 and 4 of the Terms shall apply to Students on any and all Courses.

3.2 Students will only be allowed to fly as Pilot in Command if:

a) They hold a current appropriate Class or Type Rating to fly the Aircraft in question; and either

b) They have flown the same type of aircraft within 30 days prior to the flight; or

c) They have passed our 30-day check.

3.3 Students must have read the Operations Manual, and the relevant Pilot's Operating Handbook for the Aircraft in question before the flight and must always comply with the requirements of the Operations Manual and the Pilot's Operating Handbook.

3.4 In order to be eligible to enroll on a Course you must meet all minimum entry requirements for the relevant Course, including those specified by the CAA and EASA. On applying for admission to a Course, you warrant and represent to us that you satisfy all the specified Course requirements and can provide appropriate evidence of this on request from us.

3.5 If at any time any document you supply to us in connection with your admission onto a Course or otherwise (including passports, visas, medical certificates, existing licences or ratings) is found to be or, in the reasonable opinion of Aviation South west is thought to be false or forged, Aviation South West may (i) immediately suspend or expel you from the relevant Course without any refund in respect of the fees you have paid; and (ii) inform the CAA and any other relevant authority including the police about the forged or false document.

3.6 You warrant that you are entitled to reside within the United Kingdom and undertake the Course, either by virtue of being a national of an EU country or by holding an appropriate visa issued by the UK authorities.

3.7 If you are undertaking a Course by virtue of an appropriate visa, the visa must be produced to Aviation South West prior to commencement of that Course and on any subsequent renewal of that visa during the period of the Course. Should you fail to complete the Course for any reason whatsoever, you shall have responsibility for informing the relevant authorities, however, you acknowledge and agree that Aviation South West may advise the issuer of the visa that you have ceased to be admitted on a Course. You understand and agree that Aviation South west shall comply with the recommended practices of the UK Border Agency guidelines in relation to Students whose attendance levels are unsatisfactory.

3.8 You acknowledge and agree that we will retain the details of all Students and shall be at liberty to disclose any and all such information to the police, immigration and other relevant authorities including the CAA.

3.9 If for any reason you fail to attend any of your flying slots during the Course you may be required to make up the missed hours before you can complete the Course. You acknowledge and agree that you shall pay any additional costs reasonably incurred by us in connection with any rescheduling of your slots as a result of your absence. All rescheduled flights will be charged at our hourly rates in force at the time of the re-arranged slot.

3.10 You acknowledge and agree that (where applicable) all flight, simulator and/or academic training is offered by Aviation South West only as part of a Course and we have no obligation to make any flight, simulator and/or training slots available to you on any other basis.

3.11 Where successful completion of a Course requires you to undertake a regulatory body examination, your entry to the examination will be at the discretion of Aviation South west. Our decision will be based on how we perceive your level of understanding (as demonstrated by your completion of and the results you obtain in our assessments) and ability in accordance with the regulations laid down by the CAA/ EASA.

3.12 Student assessments and results are recorded and may be held by us on electronic and hard copy file for up to a maximum of 7 years in accordance with our Privacy Policy. Should you fail an assessment or exercise you may (if

appropriate and at our sole discretion) be offered the opportunity to re-take the assessment.

3.13 The successful completion of a Course requires certain skills, aptitude, motivation, diligence and capacity to accept instruction on your part which cannot be evaluated in advance. Accordingly, you acknowledge and agree that no employee, agent or other representative of Aviation South west can or does make any representation, promise or warranty concerning:

a) Your ability to successfully complete the Course, or any part thereof, either at all or within a specified period of time; or

b) The time necessary to obtain one or more particular ratings, a given number of flight hours or to successfully complete written tests and flight tests.

3.14 You acknowledge that any published completion time for the Course is based on average Student performance and is not in any way to be relied upon by you.

3.15 Aviation South West reserves the right to substitute Aircraft of equal or higher specification, should this become necessary, in order to complete training requirements.

3.16 Aviation South West cannot and does not guarantee employment to any Student upon successful completion of a Course. Whilst we may, at our discretion provide you with reasonable assistance to attain your goals where appropriate for us to do so, Aviation South West will have no liability to you in connection with your employment status at a time following completion of a Course.

#### 4 Full Time and Part Time Courses

4.1 A Course may be completed on either a full-time or part-time basis. Once you have been accepted on a Course we will notify you of your flying account details. Payment of fees and other related costs must be made into your flying account in accordance with these terms.

4.2 Students enrolling on a Course on a part-time basis will be charged for each flight at our standard hourly rate in force at the time of the flight and available on our website.

4.3 Course fees for Students enrolling on a full-time Course will be as set out in the published details for that Course at the time of enrolment.

4.4 In relation to any course:

a) Subject to clause 4.4(d), Students are required to complete 6 hours a day, five days a week for the Duration of the Course;

b) Aviation South West may expel any Student who fails to achieve 90% attendance in any calendar month of the Course;

c) Before the Course start date you will be sent a roster setting out the days and hours on which you must attend the Premises;

- d) You may request up to two days off per calendar month provided we are given at least 48 hours' notice in writing and that there are no assessments or regulatory body examinations planned on the relevant days;
- e) A schedule for each Student setting out, inter alia, the time of all Student's slots for the next day will be made available online by 18:00 the previous day. You are responsible for checking your individual schedules for the days when you are rostered to attend the Course;
- f) Students will normally have 2 slots of about 90 minutes or one longer slot lasting about 4 hours a day for flying, simulator sessions or one to one tuition, although this may not be possible for every day; and
- g) If you fail to attend a slot without giving us more than 48 hours' notice of your unavailability we may charge you a fee of £150.00.

#### 4.5 In relation to any part-time Course:

- a) Bookings for flying, simulator and one to one theory slots may be made via the online booking system available at [www.shlott.com](http://www.shlott.com);
- b) You acknowledge and understand that any booking may have to be change due to operational reasons, especially if the booked slot is before 17:00;
- c) A cancellation fee will apply if a booking is cancelled with less than 48 hours' notice before the booked session unless you could not attend due to Aviation South West changing the booking time on less than 48 hours' notice; and
- d) Cancellations must be requested by email to [info@aviationsouthwest.com](mailto:info@aviationsouthwest.com).

4.6 The Student acknowledges and understands that their roster and/or schedule may be varied by us on very short notice due to factors outside our control including weather conditions, air traffic control, regulatory requirements and urgent aircraft maintenance. Aviation South West will have no responsibility or liability to any Student in connection with postponement or cancellation of a flight.

## 5 Behaviour

5.1 Students are required to wear pilot uniform (as set out in the student handbook) and shall at all times whilst on the Premises maintain a high standard of dress and appearance in keeping with their proposed profession. The pilot uniform can be purchased from Aviation South West.

5.2 You shall conduct yourself in a professional and polite manner at all times whilst on the premises, at Exeter Airport and residing in any accommodation during training with Aviation South west. You will be held responsible and liable for any damage to or loss of Aviation South West or any third party's property caused by you.

5.3 Use of mobile (cell) phones is not permitted in the classroom or simulator area.

5.4 No food or drink may be consumed on the Premises except in the Student Lounge or outside areas.

5.5 Smoking is not permitted anywhere within the Premises or Simulator area.

5.6 No litter should be left in or around the Premises, car parking areas and surrounding areas.

5.7 No bicycles, packages or bags may be left anywhere other than designated areas within the Premises or Exeter Airport facilities.

5.8 Consumption of alcohol and illegal drugs is strictly forbidden on the Premises and must not be consumed within 12 hours of any flight, simulator or ground training.

5.9 Any use of drugs (other than prescribed drugs which we have been informed in writing that the Student is taking) or alcohol by a Student in breach of clause 5.8 on or off the Premises may result in:

- a) Immediate dismissal from the Course (without any refund of the Course fee);
- b) Removal from the Premises; and/or
- c) An administration fee of £750 being charged to that Student.

5.10 Aviation South West will refuse to allow a Student to fly if, in our reasonable opinion, the Student is unfit to fly whether as a result of the consumption of alcohol and/or drugs, illness or any other reason.

5.11 You consent to Aviation South West performing ad-hoc drug and alcohol testing (by taking specimen samples of breath, blood and/or urine) as and when we deem it appropriate. Where a blood sample is required from a Student, an appropriately qualified medical profession will be used to take that sample.

5.12 A hirer or student (as applicable) shall indemnify Aviation South West in full against all costs, damages, expenses and losses, including any interest, fines, legal and other professional fees and expenses awarded or incurred or paid by Aviation South West as a result of or in connection with any claim brought against Aviation South West for actual, caused by the hirer or student (as applicable).

5.13 Physical violence or the threat of violence (whether physical, verbal or otherwise) against any person whilst undertaking training at Aviation South West will result in instant dismissal from the Course and no refund of fees will be made.

## 6 Financial

6.1 The prices for all courses can be found on Aviation South West's website at the following link: [www.aviationsouthwest.com](http://www.aviationsouthwest.com) as may be amended by Aviation South West from time to time. To reserve a place on one or more

Courses you must, before the relevant Course start date, fill in the Course Application Form, and pay the 10% deposit of the Total Course Fee.

6.2 The remaining fees for the DCT Course are payable over the first 12-14 months of the DCT Course.

6.3 The remaining fees for the PPL, Hour Building, CPL, MEP, MEIR, the self fly course, or any other Courses are payable as and when the Student is notified by Aviation South West, depending on the Student's flying account balance for the relevant Course which is reviewed by Aviation South West on a weekly basis.

6.4 All Course fees, subject to any manifest error, will be the published fees for the relevant Course at the time of enrolment. However, the Student acknowledges and understands that the Course fees are based on third party or product costs including fuel and Exeter Airport fees which are beyond Aviation South West's control. In the event that during the Course, there is an increase in any such costs then Aviation South West reserves the right to increase the Course fee for the remaining proportion of the Course unless the full Course fee has been paid in advance by the Student.

6.5 If a booking has to be cancelled by Aviation South West for whatever reason, Aviation South West will not be liable for any additional expenses incurred by the Student in connection with the booking.

6.6 If a Student wishes to re-schedule his/her DCT Course start date after a Course place has been confirmed a rearrangement fee of £1500 shall be payable by the Student unless there are exceptional circumstances (which will be determined at the sole discretion of Aviation South West). For all other Courses, if the Student wishes to re-schedule his/her Course start date, at least 14 days written notice must be given to Aviation South West or the initial deposit or payment (as applicable) will be forfeited together with any bank or credit card fees paid by Aviation South West. For all re-scheduled Courses, the Course fees charged will be those in force at the time of the new start date.

6.7 If you wish to re-schedule any of your training times within your Course timetable, you must give us at least 48 hours' notice in writing (including by email) or a cancellation fee for that training period may be charged.

6.8 Those Students attending part-time Courses and who have not paid the cost of their Course in advance, are required to remain in credit throughout the Course with sufficient available funds in their flying account set up with Aviation South West to cover the cost of the next flight.

6.9 You acknowledge and agree that fees for any additional training, including additional airport costs (beyond the training provided under the enrolled Course) will be charged by us at our published rates at the time the additional training is provided.

6.10 Where you do not have sufficient funds in your flying account to cover any charges and fees which are entitled to charge under these Terms, we may invoice you separately for such charges and fees. You shall pay our invoices within 7 days of receipt. We may charge you interest on any overdue or

outstanding balance at the monthly rate of Bank of England Base Rate 4% until full payment of the overdue or outstanding balance is made.

6.11 All Aviation South West aircraft are insured against damage, other parties, crew and passengers, providing the aircraft Commander is authorised by Aviation South West, has a current EASA Licence, Rating and FCL compliant medical certificate. Should an accident or claim arise, and the Commander is in breach of the above, he/she will be responsible in its entirety for the full claim. Aviation South West does not insure the first £1000 for the PA38, PA28, £1500 for the PA28RT, £2000 for the BE76. These amounts are the responsibility of the hirer. We may charge you the relevant insurance excess amount (or cost of repair if less than the insurance excess) if an aircraft is damaged as a result of your negligence (for example, by landing with your feet on the brakes).

6.12 Aviation South West will not be held liable for any costs incurred by you due to diversions caused by Air Traffic Control instructions, weather conditions or other circumstances or events outside our control.

6.13 You acknowledge and agree that Aviation South West may have to suspend a Course due to technical problems relating to an Aircraft or due to any regulatory or operational reasons. Aviation South West will endeavour to contact Students in advance in such circumstances, but this may not always be possible. Suspension of a Course shall not alter your payment obligations in relation to that Course (as set out in the student handbook and in this clause 6) or give rise to any obligation on us to refund any amounts already paid by you in connection with that Course, or any third-party charges (e.g. accommodation costs).

6.14 If you do not pay Aviation South West for a Course in accordance with this clause 6 and any Terms set out in the student handbook for that Course, Aviation South West may suspend your participation in the Course with immediate effect until all outstanding amounts have been fully paid. This does not affect Aviation South West's right to charge you interest under clause 6.10. A cancellation fee of £100 per day shall also apply during any period(s) of suspension.

6.15 If you require Aviation South West to certify to any bank or financial institution (including for the purpose of this paragraph anybody issuing public funds by way of a career development loan or similar scheme) that training is being undertaken for the purposes of obtaining a loan for their training, Aviation South West shall retain details of the bank or financial institution concerned. Should you cease training for any reason whatsoever (including termination of your participation in the Course by Aviation South West) Aviation South West has the right to advise any bank or financial institution of the termination of training as appropriate.

6.16 The initial payment, entire upfront payment or deposit (as applicable) made by you may be refunded at the sole discretion of Aviation South West, if, for reasons beyond your control, you are denied a UK Entry Visa (where applicable for International Students and subject to retention of the £2500 CAS application fee), or you are unable to pass as appropriate EASA medical examination. In these circumstances any expenses incurred by Aviation South



West on your behalf will be deducted from the refund. Otherwise, the initial payment, entire upfront payment, or deposit (as applicable) is non-refundable by Aviation South West.

6.17 Fees that have been paid to Aviation South West are non-refundable once the relevant Courses have been commenced. Should you leave the Course for any reason you will have no further obligation to pay any further fees in relation to training not yet undertaken.

6.18 Students who leave the Course prior to completion will not be entitled to any refund of the monies paid to Aviation South West.

6.19 Instructions for cancellation for online purchases including Digital Courses.

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the conclusion of the contract (i.e. payment and receipt of goods). Please note that in the case of Padpilot Products you will not receive a refund if the course has been downloaded. To exercise your right to cancel, you must inform us at either [info@aviationsouthwest.com](mailto:info@aviationsouthwest.com) or by telephone on 01392 447887 or by post at Aviation South West, Aileron House, Exeter Airport, Exeter, EX5 2BD of your decision to cancel this contract by a clear statement.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your right exercise of the right to cancel before the cancellation period has expired.

### **Effects of cancellation.**

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay and not later than –

- 14 days after the day we receive back from you any goods supplied, or
- (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event you will not incur any fees as a result of the reimbursement. However, we may withhold reimbursement until we have received the goods back or you have supplied appropriate evidence of having send back the goods, whichever is the earlier.

## 7 Experience Building

7.1 For details of what is included in the Monitored Experience Building Package, please ask at reception for the document.

7.2 A minimum of 10 hours must be purchased at a time and the corresponding amount placed on your flying account. The cost of each flight will then be deducted from the account.

7.3 Standard rates will apply to each flying hour undertaken but we reserve the right to offer discounts on such terms as we deem appropriate from time to time.

7.4 Bookings should be made online the day before the booking is required and, on the condition, that Aviation South West can rearrange or cancel a booking if an Aircraft is needed for another purpose.

7.5 Unless you have paid Aviation South West an insurance excess waiver fee prior to commencing the Monitored Hour Building Package, we will charge the relevant insurance excess amount (or cost of repair if less than the insurance excess) if an aircraft is damaged through your negligence (for example, by landing with your feet on the brakes).

## 8 Self Fly Hire

8.1 The Hirer is responsible for ensuring that their Licence and rating is current and appropriate for the type of aircraft they have selected to hire. Aviation South West shall have no liability in connection with any failure of a Hirer to have the appropriate Licence and rating and accordingly the Hirer will in fines, indemnify Aviation South West in full against any financial penalties, fines, costs, expenses and losses incurred by Aviation South West in connection with the Hirer not having the appropriate Licence and Rating.

8.2 Aviation South West has the right to insist, without explanation, on the Hirer taking a flight with an Instructor before permitting the Hirer to take a solo flight. In addition to the standard flight costs, the Hirer will be charged for the Instructor's time in accordance with our published rates.

8.3 Aviation South West requires a deposit to be paid prior to booking an aircraft. If the Hirer refuses to pay a deposit, then the booking will not be made.

8.4 Bookings for flying hours may be made via the online booking system available at [www.shlott.com](http://www.shlott.com).

8.5 The Hirer acknowledges and agrees that booking times may be changed by Aviation South West due to operational reasons and/or events or circumstances outside our control including weather conditions, air traffic control, regulatory requirements and urgent aircraft maintenance. Aviation South West will have no responsibility or liability to the Hirer in connection with the postponement or cancellation of a booking.

8.6 A cancellation fee will apply if the booking is cancelled by the Hirer with less than 48 hours' notice. However, a cancellation fee will not be charged if he Hirer notifies us that he/she cannot take a booking that has been rearranged by us within 24 hours of us notifying the Hirer of the change in the booking date and/or time. A cancellation by the Hirer, in person or by telephone, must be confirmed by email to Aviation South West.

8.7 The Hirer must ensure that:

- a) All the legal documents relating to the Aircraft, the flight and/or the Hirer are correct and, if necessary, on board the Aircraft prior to taking off;
- b) The appropriate weight and balance calculations have been performed before the flight;
- c) The appropriate performance calculations have been performed before the flight; and
- d) The technical log is completed at the end of the flight.

8.8 The Hirer is responsible for the Aircraft during the booked hire period and is liable for any losses from the Aircraft, if left unlocked or otherwise, and any damage whatsoever caused to the Aircraft. The Hirer is responsible for locking the Aircraft and ensuring it is tied down, if necessary, at the end of the hire period. Aviation South West has the right to claim from the Hirer for any damages incurred during the hire period, including loss of revenue if the Aircraft is rendered unavailable for further hire.

8.9 The Hirer is responsible for all aerodrome and navigation fees.

8.10 The Hirer acknowledges and agrees that Aviation South West can request that the Hirer return the aircraft at any time during the hire period. The Hirer will return and land the aircraft promptly on receipt of a request from Aviation South West. In such circumstances the Hirer will only be charged for the actual time used and any fees paid in advance will be refunded to the Hirer.

8.11 Unless the Hirer has paid Aviation South West an Insurance excess waiver fee prior to commencing the Monitored Experience Building Package, we will charge the relevant insurance excess amount (or cost of repair if less than the insurance excess) if an Aircraft is damaged through that pilot's negligence (for example, by landing with your feet on the brakes).

8.12 If the booked Aircraft should become unavailable, for any reason, and a suitable alternative Aircraft is unavailable, then the booking will be cancelled, and Aviation South West will accept no responsibility for any additional expenses incurred by the Hirer.

## 9 Introductory Flying Lesson and Trial Lessons

9.1 Aviation South West offers Introductory Flying Lessons and Trial lessons subject to the Terms and Conditions of this clause 9.

9.2 Vouchers are valid for 6 months from the date of purchase. The voucher entitles the voucher holder to an introductory flying lesson for the amount of

time stated on the voucher including taxiing to the take-off position, the duration of the flight and taxiing back to the parking bay after landing. The time spent on the pre-flight briefing is additional to the flight time and is not deducted from the flight time.

9.3 Flights may take place in any of Aviation South West's Aircraft.

9.4 If a flight is not booked within the validity period stated on the voucher, the voucher will automatically become void without refund.

9.5 The voucher holder should telephone Aviation South West on 01392-447887 to book the introductory flying lesson (Trial Lesson).

9.6 The voucher holder should telephone Aviation South west on 01392-447887 on the day of the flight to ensure that weather conditions are suitable before travelling to Exeter Airport. Aviation South West will not be responsible for any expenses incurred by the voucher holder or accompanying persons if a flight cannot take place due to any reasons beyond its control.

9.7 If a flight cannot take place for any reason including poor weather or Aircraft unavailability, the voucher holder may make another booking any time within four weeks of the original booking. If this booking date is outside the validity period of the voucher, there will be no extra charge.

9.8 A booking may be cancelled by the voucher holder provided that 48 hours advance notice is given. If a booking is cancelled with less than 48 hours advance notice, a cancellation fee of £30 may be charged by Aviation South West to the voucher holder.

9.9 An additional person may be accommodated in the back of the Aircraft subject to aircraft type booked and weight of the person, Aviation South West has the final decision on whether an extra person can be carried. If carrying of an extra person is an important part of the experience, this must be stated at time of booking so that a suitable Aircraft can be booked.

9.10 Vouchers may be exchanged for a higher value voucher, at any time during the validity period of the original voucher, upon payment of the additional amount.

9.11 Vouchers may be refunded in full within 14 days of purchase provided no flight has been booked by the voucher holder. This clause 9.11, is the only time that a voucher will be refunded.

9.12 All terms and conditions printed on the Voucher or accompanying documentation will be binding upon the voucher holder and Aviation South West.

9.13 If there is any conflict between these Terms and any terms and conditions printed on the voucher or accompanying documentation, these Terms shall prevail.

10 Variation

10.1 Aviation South West reserves the right to amend these Terms at any time and will endeavour to provide notification of such changes on Aviation South West's website, [www.aviationsouthwest.com](http://www.aviationsouthwest.com).

10.2 No employee, agent, or other representative of Aviation South West has authority to verbally modify or waive any of its Terms. Any modifications to, or waiver of, these Terms will be invalid unless they are in writing and signed by the Managing Director of Aviation South West.

## 11 Liability and Indemnity

11.1 Nothing in these Terms shall limit or exclude either party's liability for:

- a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- b) Fraud or fraudulent misrepresentation; or
- c) Any other liability which cannot be excluded or limited by law.

11.2 Subject to clause 11.1:

- a) Aviation South West shall under no circumstances whatsoever be liable to any Student or Hirer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms; and
- b) Aviation South West's total aggregate liability to a Student or Hirer in respect of all other losses arising under or in connection with these Terms, any Course or any flight or service provided by Aviation South West whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of fees paid by the Student or Hirer (as the case may be).

## 12 Entire Agreement

12.1 These Terms together with our privacy policy, website terms and conditions and general disclaimer and admissions documents constitute the entire agreement between Aviation South West and a Student or Hirer and supersede all previous agreements in relation to the use of our website and/or participation on a Course or hiring an aircraft from us.

## 13 Dispute Resolution

13.1 If you have any reason to make a complaint about the Courses, then you should firstly discuss the complaint with the relevant instructor. If the complaint cannot be resolved, then the matter will be referred to the designated Chief Flying Instructor of Aviation South West from time to time. If you are still unsatisfied with the response, then the

matter will be referred to the Head of Training and then the managing Director of Aviation South West.

- 13.2 If you have any reason to make a complaint about the general service you have received, and your complaint cannot be resolved at the time, then full details of the complaint should be sent to the head of Training at Aviation South West at the address set out in clause 1.2 above. If you are still unsatisfied with the response, then the matter will be referred to the Managing Director or the Finance Director of Aviation South West.

## 14 **Termination**

- 14.1 Without affecting any other right or remedy available to it (including any right to terminate a Student's attendance on a Course which is set out elsewhere in these Terms), Aviation South West reserves the right to terminate the Student's enrolment should the Student violate any or all of these terms and that Student will not be entitled to any refund of Course fees or other monies paid to Aviation south West.

- 14.2 Enrolment may be terminated b Aviation South west, if at its sole discretion considers the Students competencies, aptitude or character unsuitable for further training or if the Student:

- a) Fails to make themselves available for scheduled training without a good reason;
- b) demonstrates unsatisfactory progress due to failure in applying him/herself;
- c) Does not complete study assignments;
- d) Is tardy or absent;
- e) Displays improper or irresponsible behaviour;
- f) Is in any way incapacitated or unable to maintain a medical certificate; or
- g) Displays any difficulties with communicating in English with Aviation South West staff.

Where a Students enrolment is terminated in accordance with this clause 14.2 and the Students Course fees have been entirely paid for prior to the termination, the Student will be entitled to a refund for any unused flight hours, less 60%.

## 15 **Data Protection**

15.1 Aviation South West will use the personal information Students provide to Aviation South West in accordance with the Privacy Policy available at [www.aviationsouthwest.com/privacy-policy](http://www.aviationsouthwest.com/privacy-policy).

## 16 **Confidentiality**

16.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customer, clients or suppliers or the other party, except as permitted by clauses 16.2 and 16.3.

16.2 Each party may disclose the other party's confidential information:

- a) To its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these Terms. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 16; and
- b) As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16.3 Aviation South West may share a Student's training record detailing the exercises/flights undertaken by the Student, including any instructor comments and grades on the Student's performance, with a Student's prospective employer subject to complying with applicable data protection legislation.

16.4 No party shall use any other part's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms.

## 17 **Marketing**

If reasonably required by Aviation South West, the Student shall participate in such reasonable marketing activities as may be directed by Aviation South West from time to time, this includes Facebook, Instagram and Youtube.

## 18 **Miscellaneous Provisions**

18.1 If a court or any other competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these terms shall not be affected.

18.2 A waiver of any right under these Terms is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by us in exercising any right or

remedy under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy

18.3 No third party shall have any rights under or in connection with these Terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

## 19 **Governing Law and Jurisdiction**

19.1 These Terms, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English Law.

19.2 Subject to clause 19.3, we and you irrevocably agree that any dispute or claim arising out of or in connection with these Terms, their subject matter or formation (including without limitation any non-contractual dispute or claim) will be subject to the exclusive jurisdiction of the English Courts.

19.3 If you fail to pay us on time for any monies due to us under these then you acknowledge and agree that we may bring a claim against you for non-payment in any jurisdiction in which you or your assets are located.

## **Website**

### 1 **Introduction**

These Terms and Conditions govern your use of our website; by using our website, you accept these Terms and Conditions in full. If you disagree with these Terms and Conditions or any part of these Terms and Conditions, you must not use our website.

### 2 **Licence to use website**

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these Terms and Conditions.

You must not:

- a) Republish material from this website (including republication on another website);
- b) Sell, rent or sub-license material from the website;
- c) Show any material from the website in public without our express written consent;



- d) Reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- e) Redistribute material from this website except for content specifically and expressly made available for redistribution (such as our newsletter).

### 3 **Acceptable Use**

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scrapping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

### 4 **Restricted Access**

Access to certain areas of our website is restricted. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential.

We may disable your user ID and password in our sole discretion without notice or explanation.

### 5 **User Generated Content**

In these Terms and Conditions, "Your user Content" means material (including without limitation text, images, audio material and audio-visual material) that you submit to our website, for whatever purpose.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

Notwithstanding our rights under these terms and Conditions in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.

## 6 **Limited Warranties**

Whilst we endeavour to ensure that the information on our website (excluding user content) is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

## 7 **Limitations of Liability**

Nothing in these Terms and Conditions (or elsewhere on our website) will exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

Subject to this, our liability to you in relation to the use of our website or under or in connection with these Terms and Conditions, whether in contract, Tort (including negligence) or otherwise, will be limited as follows:

- a) To the extent that the website and the information and services on the website are provide free-of-charge, we will not be liable for any loss or damage of any nature;
- b) We will not be liable for any consequential, indirect or special loss or damage;
- c) We will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data, or information;
- d) We will not be liable for any loss or damage arising out of any event or events beyond our reasonable control;

## 8 **Indemnity**

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers)

incurred or suffered by us arising out of any breach by you of any provision of these Terms and Conditions, or arising out of any claim that you have breached any provision of these Terms and Conditions.

9 **Breaches of these Terms and Conditions**

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

10 **Variation**

We may revise these Terms and Conditions from time-to-time. Revised Terms and Conditions will apply to the use of our website from the date of the publication of the revised Terms and Conditions on our website. Please check this page regularly to ensure you are familiar with the current version.

11 **Assignment**

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms and Conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms and Conditions.

12 **Severability**

If a provision of these terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

13 **Exclusion of Third Party Rights**

These Terms and Conditions are for the benefit of you and us and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these Terms and Conditions is not subject to the consent of any third party.

14 **Entire Agreement**

These Terms and Conditions, together with our [Privacy Policy](#), [General Terms and Conditions](#) and [General Disclaimer](#) constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements in respect of your use of this website.

15 **Law and Jurisdiction**

These Terms and Conditions will be governed by and construed in accordance with English Law, and any disputes relating to these Terms and Conditions will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

16 **Registrations and Authorisations**

We are registered with the Civil Aviation Authority (CAA).

Our CAA registration number is OCP0708 GBR.ATO.0118.

Our professional title is Air Training Organisation (ATO) and it has been granted in the United Kingdom.

We are subject to the CAA rules which can be found at the CAA's website.

Our VAT number is 799 5995 20.

17 **Our Details**

The full name of our company is Aviation South West Ltd.

Aviation South West is a trading name of Aviation South West Ltd.

We are registered in England and Wales under registration number 3729936.

Our registered address is Aileron House, Exeter Airport, Clyst Honiton, Exeter, Devon, EX5 2BD, United Kingdom.

You can contact us by email to [info@aviationsouthwest.com](mailto:info@aviationsouthwest.com)

These Terms and Conditions are courtesy of Website Contracts and Website Law.