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## **TERMS AND CONDITIONS FOR THE SALE OF TRIAL LESSONS AND COURSES**

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### **1 DEFINITIONS**

- 1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Course from the Seller;
- 1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Courses incorporating these Terms and Conditions;
- 1.4 "Course" means the Trial Lesson or Gliding Course that the Buyer agrees to buy from the Seller;
- 1.5 "Seller" means Booker Gliding Club Ltd at Wycombe Air Park, Marlow, Bucks SL7 3DP;
- 1.6 "Start date" means the first day of the Course bought from the Seller;
- 1.7 "Scale of Charges" means the administration charges and penalties which the Seller may impose for late changes by the Buyer to the Start Date or for failure by the Buyer to attend a Course on a booked date.
- 1.8 "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

### **2 CONDITIONS**

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of a Course by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Payment for the Course shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

### **3 ORDERING**

- 3.1 All orders for a Course shall be deemed to be an offer by the Buyer to purchase a Course pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.

3.2 Where the Course ordered by the Buyer is not available the Buyer shall be notified and given the option to either wait until the Course is available or cancel the order and receive a full refund within 30 days.

3.3 When making an order through the Website, the technical steps the Buyer needs to take to complete the order process are described in the Order Process section within the website.

3.4 Courses have an expiry date. The voucher for the Course will expire one year after purchase.

#### **4 PRICE AND PAYMENT**

4.1 The Price of the Course shall be that stipulated on the Seller's Website.

4.2 The total purchase price will be displayed in the Buyer's shopping cart prior to confirming the order.

4.3 After the order is received the Seller shall confirm by email the details, description and price for the Course together with information on the right to cancel if the Buyer is a Consumer.

4.4 Payment of the Price must be made in full before dispatch of the voucher for the Course.

#### **5 RIGHTS OF SELLER**

5.1 The Seller reserves the right to adjust the price and specification of any item on the Website at its discretion.

5.2 The Seller reserves the right to withdraw any Course from the Website at any time.

5.3 The Seller shall not be liable to anyone for withdrawing any Course from the Website or for refusing to process an order.

5.4 The Seller shall not be liable for inability to deliver the Course at any time because of conditions not suitable for gliding.

#### **6 WARRANTY**

The Seller warrants that the Course will when undertaken correspond to the description given by the Seller. Except where the Buyer is dealing as a Consumer, all other warranties, conditions, or terms relating to fitness for purpose, merchantability or condition of the Course, whether implied by Statute, common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Course for the Buyer's purpose.

#### **7 CANCELLATION AND RETURN**

7.1 If you are a consumer and purchase your Course on the internet or over the telephone you have the right, in addition to your other rights, to cancel the Contract and receive a refund by informing the Seller by emailing [office@bookergliding.co.uk](mailto:office@bookergliding.co.uk) within 14 calendar days of receipt of the confirmation email. We do not offer refunds on sales made in person. This does not affect your statutory rights.

7.2 The Buyer will receive a refund of all monies paid for the Course within 30 days of cancellation.

7.3 The Buyer may contact the Seller not less than 7 days before the Start Date to ask for a change to the Start Date. The Seller may charge an administration fee as set out in the [Scale of Charges](#).

## **8 LIMITATION OF LIABILITY**

- 8.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Course and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.
- 8.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or that of the Seller's agents or employees.

## **9 WAIVER**

No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

## **10 FORCE MAJEURE**

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

## **11 SEVERANCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

## **12 CHANGES TO TERMS AND CONDITIONS**

The Seller shall be entitled to alter these Terms and Conditions at any time. but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

## **13 GOVERNING LAW AND JURISDICTION**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.