



# Terms & Conditions

## General

### Definitions

“The Company” means Flying at Lee-on-Solent Ltd.

“The Club” means Phoenix Aviation, a trading name of Flying at Lee-on-Solent Ltd.

“The Airfield” means Solent Airport *Daedalus* (EGHF)

“The Website” means [www.phoenixaviation.co.uk](http://www.phoenixaviation.co.uk) and [www.phoenixaviation.net](http://www.phoenixaviation.net)

- ❖ Every care has been taken to ensure that all details, information and prices on the Website are accurate at the time of publication, but the Company reserves the right to change these without notice. The Company is not responsible for the content of external Internet sites.
- ❖ All pricing information is inclusive of VAT at the current applicable rate.
- ❖ **Privacy Policy** - We do not store credit card details, nor do we use customer details for marketing purposes or share with any 3rd parties.
- ❖ Any representative of the Company, including the Captain (instructor), may refuse entry onto an aircraft of any person deemed unfit to fly.
- ❖ If you have any reason or cause to complain about the flying training or general service you have received, then the initial complaint should be made to your flight instructor. If the matter cannot be resolved, then it will be escalated to the Club's Chief Flying Instructor, and thence to the Company's Managing Director.
- ❖ **Limitation of Liability**

If either of us fails to comply with these terms and conditions, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these terms and conditions at the time we entered into this contract with one another or as otherwise specifically detailed in these terms and conditions.

**Nothing in these terms and conditions affect your statutory rights or in any way excludes or limits our liability for:**

- ) death or personal injury caused by our negligence;
- ) fraud or fraudulent misrepresentation;
- ) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982

### **Company Information**

Flying at Lee-on-Solent Ltd T/A Phoenix Aviation

Registered Office: Northover House, 132a Bournemouth Road, Chandlers Ford, Hampshire SO53 3AL

Registered in England No. 06378835 VAT No. 103699314

## **A. Member Private Hire and Training**

### **1. Pilot Currency and Documentation**

The Flying Order Book (FOB) details the requirements which must be met prior to flying, and flying in, a Club Aircraft, including:

- i). The FOB must be signed by all pilots, students and instructors prior to flying as PIC/solo;
- ii). Club Aircraft may only be flown by current members of Phoenix Aviation who must be up-to-date with monthly membership payments;
- iii). The hiree is responsible for ensuring that all appropriate licences, ratings, medicals are valid, and currency requirements are met before commencing a flight;
- iv). Prior to flying solo, Phoenix Aviation will require pilots to undergo a 'check flight' with an instructor or other designated person if no flight has been made within the previous calendar month;
- v). Phoenix Aviation reserves the right to require a 'check flight' with an instructor or other designated person at any time prior to flying solo, notwithstanding that a flight has been made within a calendar month;
- vi). The hiree must ensure that all legal documents are correct and the appropriate weight and balance calculations have been performed before the flight, and that the technical log is completed at the start of and the end of the flight.

### **2. Bookings, Hire Period and Cancellations**

- a). Bookings are made on-line using the Goboko reservation system available via the Phoenix Web site – [www.phoenixaviation.co.uk](http://www.phoenixaviation.co.uk) . Alternatively, if the details of the required booking are telephoned or emailed to Phoenix Aviation, a proxy reservation will be made.
- b). Extended bookings (i.e. bookings for any period more than a full morning or afternoon - circa 5 hours) must be agreed with Phoenix Aviation before confirming in the booking system.
- c). Cancellations by the hiree should be brought to the attention of Phoenix Aviation at the earliest opportunity, and the booking cancelled (stating the reason) on the reservation system.
- d). Should Phoenix Aviation need to cancel a booking, then all hirees affected will be contacted at the earliest possible opportunity. Phoenix Aviation will not be liable for any expenses or losses incurred by any person as a result of such action.
- e). Club Aircraft must be returned promptly at the end of a hire period. Should circumstances such as weather or aircraft serviceability prevent this, then Phoenix Aviation should be contacted as soon as this becomes apparent.

- f). Where a cancellation is made for non-weather-related reasons and a replacement hire not made, Phoenix Aviation reserves the right to charge a 'cancellation fee'.
- g). Cost-Sharing of flights by Phoenix Members

Phoenix approves the cost sharing of flights with family members, friends or work colleagues for mutual enjoyment, with the following conditions:

The maximum number of private persons who may share the 'direct costs' (and only the direct costs) of a flight in a PA28 is four (including the pilot), and in a C42 is two (including the pilot).

'Direct cost' means the cost directly incurred in relation to a flight, e.g. fuel, airfield charges, rental fee for an aircraft. There is no element of profit.

These costs may be shared equally.

A flight **must not be published or advertised**, and it must be made clear to all passengers that it is a private, cost-shared flight between private individuals, and the impression must not be given that it is a commercial flight.

### **3. Incidents and Aircraft Serviceability**

- a). Should a Club Aircraft be involved in an incident (whether involving injury, damage, ATC, airmiss etc.), the hiree must bring this to the attention of Phoenix Aviation at the earliest opportunity. Where damage, or suspected damage, may have occurred, the aircraft must not be flown until cleared by Phoenix Aviation.
- b). The default position is that Phoenix Aviation will claim repair costs (up to the current insurance excess) from the PIC on any taxiing or ground-handling incident.
- c). Any defect or suspected defect which involves the serviceability of the aircraft or any part thereof must be brought to the attention of Phoenix Aviation at the earliest opportunity. In such circumstances, the aircraft must not be flown until cleared by Phoenix Aviation.
- d). Phoenix Aviation should be contacted regarding the appropriate entry to be made in the aircraft's defect log.
- e). Where an aircraft becomes unserviceable away from its base or, for some other reason beyond its control, a landing back at Lee is not possible, Phoenix Aviation will not be liable for the cost of transporting the pilot and passengers back to base, or any ancillary expenses, but will make every effort to assist.

### **4. Fuel and Oil**

- a). Club Aircraft are hired 'wet', and will normally be refuelled overnight or first thing in the morning to a level appropriate for the day's bookings. The max fuel which can be taken, the minimum fuel required and expected duration of the flight must be recorded on the relevant booking by the hiree.
- b). It is the responsibility of the hiree to ensure that sufficient fuel is carried for the flight in question, including appropriate reserves for diversion, holding etc.
- c). If additional fuel is required at Lee, Airport Operations should be contacted on 01329 824748.
- d). Club PA28 Aircraft must be refueled with 100LL. On no account should Mogas be used.
- e). Club C42 Aircraft should be refueled with Mogas. Avgas 91UL may be also be used. 100LL may be used in **exceptional** circumstances, but this must be brought to the attention of the CFI as soon as possible after the flight.
- f). The cost of fuel purchased away from the Airfield will be refunded by crediting the hiree with the amount paid, **up to the current unit price of fuel at that base**, on the relevant monthly invoice. **A fuel receipt must be provided.**
- g). In the PA28s, oil level (AeroShell 15/W50 multigrade) should be maintained between 6 and 8 quarts. It is not necessary to top up the oil unless it is envisaged that the level will drop below 6 quarts during the hire period.
- h). In the C42, great care should be taken not to overfill with oil (Aeroshell Sport Plus 4). If it is thought that oil is required then this should be brought to the attention of a Phoenix instructor who will make arrangements. The default position is 'do not add oil'.
- i). It should not be necessary to purchase additional oil when away from base as one litre of oil is usually kept in the PA28's luggage compartment for 'emergency' use. However, should this occur, the cost will be refunded by crediting the hiree with the amount paid. **A receipt must be provided.**

## 5. Security

- a). The hiree is responsible for the aircraft during the booking period and is liable for any losses from the aircraft and any damage whatsoever caused to the aircraft.
- b). When carried, the aircraft cover should be fitted when left unhangared overnight, or in adverse weather condition.

## 6. Billing and Payment

- a). Standing Order payments for yearly membership will be taken on a monthly basis, and it is the responsibility of the Member to inform the Company in

writing of their wish to cease membership and cancel the standing order once membership has ceased – **overpayments will not normally be refunded.**

- b). Hire and training charges are based on:
  - i). Tacho readings from engine start to engine shut-down in the PA28s, and In-air HOBBS readings +0.2 hr per flight in the C42,
  - ii). Rates applicable for the month in question as per the 'Membership, Hire & Training Rates' on the Phoenix Web site, or as otherwise agreed for non-members.
  - iii). The above charges are applicable for the flights conducted or training received, regardless of how the booking was made or by whom.
- c). Email invoices will be sent during the month following a hire, and payment is via Bank Transfer, Cheque or Cash.
- d). Phoenix Aviation reserves the right to suspend membership and/or charge an admin fee should either monthly membership fees or hire charges fall into arrears.
- e). Any expenses, such as landing fees, parking etc., incurred during a hire will be the responsibility of the hiree.
- f). Approach fees which are billed to Phoenix Aviation at Bournemouth must be brought to the attention of the CFI for inclusion in the next invoice.
- g). Any purchase of an item from the Pooleys cabinet, must be brought to the attention of the CFI for inclusion in the next invoice, normally by completing the provided sheet.

## **7. Ancillary Equipment and Additional Fees**

- a). Where ancillary equipment (liferaft, lifejacket, PLB etc.) is required it must be annotated on the relevant booking and returned at the end of the hire period in an undamaged and serviceable condition.
- b). Where in the opinion of Phoenix Aviation there has been a failure on the part of the hiree to return the equipment in such a condition, they reserve the right to impose charges to repair any damage or replace the equipment (or any part thereof), at their discretion.
- c). Charges for the hire/purchase of ancillary equipment, account landing /approach fees and initial Membership fees etc., and refunds for fuel/oil will be included on the monthly hire invoice.

## **8. NATS Aware/GPS in Club Aircraft**

- a). The NATS Aware and other GPS equipment is carried in Club Aircraft as an **aid** to pilot navigation and must not be used as the **sole** or **primary** means of navigation.

- b). The NATS Aware database will normally be updated on a monthly basis. The base maps will be updated as considered necessary.
- c). Other GPS equipment carried will be updated as considered necessary.
- d). It is the responsibility of the pilot to check the 'last update' date of the above equipment.

## **9. Applicability of these Terms & Conditions and the FOB**

In the event that there is any conflict between these Terms & Conditions (T&Cs) and the Flying Order Book (FOB), then these T&Cs are subordinate, except when these T&Cs are more limiting in which case they shall apply.

## **B. Trial Lessons**

### **1. Prices**

The prices displayed on our Web site are those applicable at the time a voucher is purchased. No further payment is required as long as the voucher is redeemed within its validity period – please see 2 below. There is an option to ‘upgrade’ the voucher to one of higher value on either aircraft – this must be done either before or at the time of making the booking.

### **2. Validity**

Unless otherwise stated, Phoenix Aviation’s trial lesson vouchers are valid for 10 months from the date of issue – the ‘valid to’ date is printed on the voucher. All trial lessons should be booked and taken before the expiry date on the voucher. A voucher will be deemed to be invalid if it is out of date. If the recipient is unable to utilise the voucher before the expiry date, then the voucher can be extended for a standard admin fee of £20. In addition, if the trial lesson in respect of which the voucher is to be redeemed has increased in price, the customer/recipient will also be required to pay the difference in price. **Vouchers can only be extended if they are still inside their expiry date.**

### **3. Booking**

Each recipient is free to book their preferred date for their trial lesson, subject to the availability of both aircraft and instructor. Please note that, at busy times of the year a booking may need to be made several weeks in advance. Bookings must be made either by phone or via email using the contact details below. To avoid disappointment, it is recommended that a trial lesson is booked well in advance of the voucher expiry date.

Tel: 02382 552703

Email: [TL@phoenixaviation.co.uk](mailto:TL@phoenixaviation.co.uk)

### **4. Safety and Security**

Safety is paramount. Phoenix Aviation carries its own insurance for participants, but some personal insurance policies may not cover trial lesson flights. Please check with your insurer well in advance of your lesson. On the day, all participants (including any accompanying friends and families) will be required to comply with specific safety and security procedures. Please listen and take note, as these are for your own protection.

### **5. Cancellations**

- a). Once a date and time is confirmed, an aircraft and instructor will be allocated to the flight. A confirmed booking date and time may only be changed with the express agreement of Phoenix Aviation. In the event of a cancellation,

should it not be possible to rebook the aircraft and instructor, Phoenix Aviation reserves the right to charge the customer a cancellation fee of up to one half of the voucher value.

- b). Flights are subject to weather conditions, aircraft/staff availability, and may be subject to cancellation at short notice. In such circumstances every attempt will be made to alert you as early as possible to the situation, but the Company will not be held responsible for the cost of travel, accommodation or any other associated expenses should a flight be cancelled.

## **6. Liability**

Phoenix Aviation will not be liable for the cancellation, postponement or alteration of any trial lesson flight for reasons beyond its reasonable control, including weather-related reasons, mechanical failure, unplanned closure of the airfield, restricted airspace or otherwise. In the event of mechanical failure, a reasonable substitution of at least the same value as the voucher may be offered. If a flight is cancelled in circumstances such as those outlined above and the customer/recipient is unable to rebook, then the total liability of Phoenix Aviation for any claim whatsoever in connection with the voucher shall be limited to the price paid for the voucher.

## **7. Spectators**

Spectators to watch you participate in your selected experience are welcome and can watch from our visitor lounge or from the cafe. Spectators must comply with Phoenix Aviation's terms and conditions and adhere to any safety/security instructions that are given.

## **8. Refunds**

Refunds will only be made where Phoenix Aviation has failed to comply with its duties as detailed in these terms and conditions. Any such refunds will be made to the person who purchased the voucher and they will be refunded directly via the original method of payment. Should this not be possible for any reason, the refund shall be issued by cheque.

## **9. Vouchers**

A valid voucher must be produced at the time of the flight. Please keep the vouchers in a safe place and protect them as you would money.

## **10. Additional Information regarding Trial Lessons**

The Phoenix Aviation Web site contains a comprehensive list of frequently asked questions which detail the conditions and requirements relating to Trial Lessons.

## **11. Data Protection**

Your privacy is our highest priority. Your details will only be used to process orders and for the completion of temporary membership forms prior to the flight. Membership forms will be destroyed 6 months after the flight, and none of the data collected will be used for marketing purposes or shared with any third party.