

**GENERAL CONDITIONS  
RELATED TO THE ONLINE - ORDERING SYSTEM**  
of Fallschirmzentrum Kärnten („FZK“)

**Preamble:**

Fallschirmzentrum Kärnten ZVR- Zahl: 689977393, subsequently called "FZK", is a registered non-commercial and not-for-profit association in all matters according to the federal tax code (Bundesabgabenordnung). Its main objective is the strengthening of physical and mental health through exercising sports. Within its regular affairs FZK offers interested people tandem-skydiving for recruitment purposes and the promotion of skydiving to the public. As part of the association's internet presence, FZK offers an online booking system which is used to facilitate the sale of vouchers, authorizing persons to undertake a tandem skydive according to the terms and conditions of a tandem skydive contract which has to be completed and signed on-site at the drop zone.

**I. General terms:**

- 1) An order of voucher-code via the online ordering system leads to a contract between the purchaser and Fallschirmzentrum Kärnten, A- 9560 Feldkirchen, Tauernstrasse 69a, ZVR-Zahl: 689977393, subsequently called "FZK".
- 2) Each contract is based only on these GENERAL TERMS AND CONDITIONS, in their relevant version, at the time the contract is completed.
- 3) Only natural persons or legal entities with full legal competence are entitled to purchase tandem-vouchers (voucher-codes) via the online ordering system.

**II. Requirements:**

- 1) Persons, who want to complete a tandem skydive using a voucher-code, have to fulfill the following personal requirements:
  - body height: min. 1.35m, max. 2.10m
  - body weight: max. 90 kg (persons exceeding the weight limitation generally incur an extra fee and FZK must verify the feasibility of a jump in advance)

Miscellaneous:

- general good health condition;
  - no impairment by alcohol or other intoxicating substances;
  - the explicit and verifiable consent of at least one parent or legal guardian is required until the age of 18;
  - the conclusion of a tandem skydive contract associated with an extraordinary FZK-membership;
- 2) Besides these personal requirements it is explicitly noted, that unpredictable postponements or rescheduling may occur despite a scheduled appointment, due to the extreme weather-dependence of skydiving, but also other circumstances, such as airspace clearances or temporary changes of the drop zone.

**III. Ordering:**

Payment for the online purchase of FZK tandem vouchers can be made either by PayPal, credit card, Klarna direct transfer or bank transfer to the FZK account at the Kärntner Sparkasse - IBAN: AT36 2070 6045 0012 2876 - BIC: KSPKAT2KXXX - Recipient: Fallschirmzentrum Kärnten.

#### **IV. Onlineorder, Completion of Contract:**

- 1) The online ordering process system requires the following technical steps:
  - a. Selection of type, Dropzone and quantity of vouchers;
  - b. Data entry for prearrangement of payment processing;
  - c. Selection of shipping method;
  - d. Selection of the payment method;
  - e. Reviewing and checking the summary of ordered services and personal information entered;
  - f. Acceptance of FZK's General Terms and Conditions
  - g. Authorization and completion of the order by release of payment
- 2) Clicking the button "Buy now" creates a legally binding transaction.

#### **V. Revocation terms**

You have the right to revoke this order within fourteen days without providing reasons.

The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has taken possession of the goods.

In order to exercise your right of revocation, you must inform us  
Fallschirmzentrum Kärnten  
Tauernstrasse 69a  
9560 Feldkirchen  
ZVR-Number: 689977393

of your decision to revoke your order by means of a clear declaration (e.g. a letter sent by post or e-mail). You can use the attached sample revocation form, but it is not mandatory.

In order to comply with the revocation period, it is sufficient that you send the notice of exercising the right of revocation before the expiry of the revocation period.

#### **VI. Effects of revocation**

If you revoke this order, we shall reimburse you for any payments we have received from you without delay and at the latest within fourteen days from the date on which we received the notification of your cancellation of this order. For this reimbursement, we use the same means of payment that you used in the original transaction, unless otherwise agreed with you; in no case will you be charged for repayment fees.

If you have requested that the services begin during the revocation period, you must pay us the appropriate amount.

Unless the parties have agreed otherwise, the right of revocation does not apply to contracts for the provision of services in connection with leisure activities if the contract provides for a specific date or period for the provision of such services.

### **VII. Processing of Orders, Code-delivery:**

- 1) Electronically received orders will usually be processed on the same day, and no later than the next business day (Saturdays, Sundays & Holidays excluded). The purchaser receives an order-confirmation, invoice, as well as, after receipt of payment, a multi-digit code (freely transferable) by e-mail. The code authorizes a single tandem skydive under the terms and conditions of the tandem skydive contract associated with an extraordinary FZK-membership to be completed and signed at the drop zone.
- 2) The purchaser is liable for loss, theft, or misuse of voucher-codes. FZK will not replace the voucher or refund the fee in such a case. Each voucher-code can be redeemed only once.
- 3) After receipt of payment by FZK, vouchers can be redeemed as follows by presenting the voucher-code:
  - a. by the presenting person at the drop zone directly before take-off;
  - b. by the presenting person, in person, by fax or by telephone;
- 4) Voucher-codes can not be redeemed for cash. A voucher-code is valid for at least one year from the date of order. Within this period FZK is obligated to accept the voucher-code and to deliver the service as agreed. After the expiry date in case of redemption vouchers will be counted against the current daily price with its issue price.

### **VIII. Appointment Booking/Withdrawal:**

- 1) The person placing the order or the designated passenger may cancel the booked appointment in case of voucher- redemption by phone and e-mail, without any reasons up to 7 days before the confirmed appointment. The receipt of the cancellation statement by FZK is decisive. In this case the acquired voucher-code obtains its validity again until the original expiration date.
- 2) The voucher-code expires, if the person placing the order or the nominated person does not attend his / her booked appointment related to the redeemed voucher, or cancels less than 7 days before the scheduled date.
- 3) FZK is free to cancel booked appointments, as circumstances according to Point II. 2) occur which jeopardize safe completion of the skydive within the prescribed time limit. In this case the acquired voucher- code obtains its validity again until the original expiration date and a new appointment can be agreed.
- 4) If it turns out that, within 7 days of the booked appointment, the person designated to jump does not comply with the personal requirements of point II. 1), the purchased voucher-code forfeits its validity.

### **IX. Costs, Billing and Terms of Payment:**

- 1) All prices are quoted in Euros and include no VAT in light of FZK tax exemption.
- 2) All prices are quoted as price per passenger per skydive.

### **X. Protection of Privacy and Safety:**

We expressly point to our privacy policy provided online at [www.fz-k.at](http://www.fz-k.at)

### **XI. Final Clauses:**

- 1) These general terms are subject to Austrian law. Place of fulfillment is the place of administration of FZK in A- 9560 Feldkirchen, Tauernstrasse 69a. All disputes arising from the legal relationship with this contract have to be ruled under the jurisdiction of the cognizant court at the place of fulfillment.
- 2) It does not affect the validity of the remaining terms, if any term of these General Terms and Conditions is or becomes ineffective or invalid. The ineffective or invalid term is to be replaced by such a one, which comes closest to the economic intent of the ineffective or invalid term. The same applies to any gap in these General Terms and Conditions.
- 3) Any communication to FZK has to be made in writing to Fallschirmzentrum Kärnten A- 9560 Feldkirchen, Tauernstrasse 69a or by e-mail to [office@fz-k.at](mailto:office@fz-k.at).

Last update: March 2018