



südpfalz  
schweighofen

# Terms and Conditions

Fallschirmsportzentrum Südpfalz e. V.

## **Participant Notice of Fallschirmsportzentrum Südpfalz e. V.**

At Fallschirmsportzentrum Südpfalz e. V., training is provided intensively, individually, and carefully using modern training equipment and safety systems. The equipment used is subject to constant professional maintenance and inspection. Nevertheless, anyone wishing to perform parachute jumps or participate in them must understand that the practice of parachuting involves a certain residual risk.

## **Scope of These Terms and Conditions**

All deliveries and services of Fallschirmsportzentrum Südpfalz e. V. are provided exclusively on the basis of these Terms and Conditions (AGB) in the version valid at the time the respective contract is concluded. Terms and conditions deviating from or conflicting with these conditions will not be recognized unless expressly confirmed in writing by Fallschirmsportzentrum Südpfalz e. V.

Fallschirmsportzentrum Südpfalz e. V. works in part with partners. If the contract is concluded with such partners, the separate participation and business terms of the respective partner shall apply.

## **Performance of Services and Side Agreements**

The services offered are carried out by Fallschirmsportzentrum Südpfalz e. V. and partners. In the case of vouchers, a service is purchased that will be redeemed at a later date. The scope of the respective contractual service is determined by the service description and the information in the booking documents. Side agreements (changes, additions, special requests) expressly require written confirmation. Vouchers are transferable, but cash payment of the voucher value or exchange for other services is excluded. Vouchers are valid until the end of the third year following the year of purchase (statutory limitation period pursuant to Section 195 of the German Civil Code). Please note that the services offered are provided only seasonally and subject to availability, depending on weather and other conditions. In the event of service disruptions or temporary unavailability of the service, the validity period of vouchers will not be extended.

## **Prices**

The prices published on the websites of Fallschirmsportzentrum Südpfalz e. V. or otherwise offered shall

always apply. Cash discounts are not available. If vouchers are not redeemed within 12 months of purchase, Fallschirmsportzentrum Südpfalz e. V. reserves the right to charge surcharges due to price increases in the meantime. Should an error or omission occur in the service description or in the prices, Fallschirmsportzentrum Südpfalz e. V. reserves the right to withdraw. In such a case, the customer will be informed immediately after the error is identified and may then either confirm the change or withdraw from the contract.

## **Registration and Fees**

Upon registration and booking of an offered service, the respective fees become due. When registering and booking a training course (AFF course), a registration fee of EUR 500 must be paid. The remaining fees are due no later than when the service is performed. Payments may be made in cash or by bank transfer to the bank account of Fallschirmsportzentrum Südpfalz e. V.

## **Withdrawal from Services**

Rescheduling of the agreed appointment for training or a tandem jump by the customer is possible free of charge up to 14 days before the agreed date. In the event of cancellation or non-attendance of a tandem jump after this point, we charge cancellation costs of 30% regardless of the time and reason. For rescheduling of a training course (AFF course) by the customer after this point, a flat processing fee of 10% of the registration fee is to be paid. In the event of non-attendance of a training course (AFF course), cancellation costs in the amount of the registration fees will be charged. Started courses must be paid up to the respective service progress plus a processing fee of 10% of the foregone costs. Separate participation conditions apply to courses abroad. There is no obligation to take back services.

## **Service Disruptions**

If training or a tandem jump cannot be completed by the customer, or cannot be completed due to force majeure, official orders, technical malfunction, or for safety reasons, the course participant shall have no claim for damages unless Fallschirmsportzentrum Südpfalz e. V. is responsible for that condition. When carrying out parachute jumps, significant delays or even non-performance may occur due to force majeure (for example weather). In that case, a new date may be arranged. Training jumps that were not taken can be made up within 12 months.

## **Insurance**

During training and tandem jumps, the following insurance is in place: liability insurance covering third-party damage to the aircraft used, and passenger liability insurance for the tandem systems used. The participant is personally responsible for any insurance coverage beyond this. For privately concluded life and accident insurance policies, the insurer should be asked to what extent parachuting is included.

## **Liability Exclusion**

Fallschirmsportzentrum Südpfalz e. V. shall be liable without limitation for damage arising from injury to

life, body, or health caused by an intentional or negligent breach of duty by Fallschirmsportzentrum Südpfalz e. V. or its vicarious agents. For other damage, Fallschirmsportzentrum Südpfalz e. V. shall be liable without limitation only in cases of intent and gross negligence. In cases of ordinary negligence, Fallschirmsportzentrum Südpfalz e. V. shall be liable only for the breach of an essential contractual obligation (so-called cardinal obligation). Cardinal obligations are those whose fulfillment is essential for the proper performance of the contract and on whose observance the customer may regularly rely. In cases of ordinary negligence, liability is limited to the typical, foreseeable damage. The customer is obliged to expressly inform the employees or vicarious agents of Fallschirmsportzentrum Südpfalz e. V. before performance of the service about special sources of risk (for example illnesses or health disorders). If the customer fails to do so, liability for resulting damage is limited or excluded within the framework of contributory negligence (Section 254 of the German Civil Code). Liability under the German Product Liability Act remains unaffected. For third-party services or other service providers, the separate liability and participation conditions of the respective organizers shall apply.

### **Liability of the Participant**

In the event of intentional or grossly negligent damage to training material, the person causing the damage shall be liable. Course participants may be excluded from further training if they endanger their own safety or the safety of others. In that case, a contractual penalty in the amount of the remaining training remuneration will be charged.

### **Retention of Title**

Until full payment has been made, the goods or service remain the full property of Fallschirmsportzentrum Südpfalz e. V. The customer shall have no right of set-off or retention unless the claim is undisputed or has been legally established by a final court judgment.

### **Availability Reservation**

Should Fallschirmsportzentrum Südpfalz e. V. determine after conclusion of the contract that the ordered service is no longer available or cannot be delivered for any reason whatsoever, Fallschirmsportzentrum Südpfalz e. V. may withdraw from the contract. Payments already received will be refunded.

### **Choice of Law and Jurisdiction**

German law shall apply to the legal relationships between Fallschirmsportverband Südpfalz e. V. and the customer as well as to the respective terms and conditions. The place of jurisdiction shall be the court having jurisdiction for the association's registered seat.

### **Severability Clause**

Should individual provisions of this contract be wholly or partially invalid or become invalid, this shall not affect the validity of the remaining provisions. In place of the invalid provision, a legally permissible provision shall be deemed agreed that comes closest to the economic purpose of the invalid provision. The same applies if this contract contains a loophole.

Schweighofen, February 2026