

## Terms and conditions

### 1. Ambit of terms and conditions

The Hurricane Factory website is provided by Hurricane Factory Berlin GmbH, Waßmannsdorfer Allee 3, 12529 Schönefeld (in the following named „HF“ respectively „supplier“). For all displays of offers, booking, purchase and further usage of the website as well as the products and services apply these terms and conditions.

Deviations of these terms and conditions will not be acknowledged by the supplier unless he explicitly agrees in written form. The priority of differing individual agreements remains unaffected.

### 2. Specification of services

2.1 HF provides the HF website for the vending of flight time and appendant ancillary services in the HF wind channel, Waßmannsdorfer Allee 3, 12529 Schönefeld, as well as vouchers for flight time and appendant ancillary services in that wind channel.

Provided that single terms of the further terms and conditions are contrary to the under 2.1 specified terms and warranties, the specifications under 2.1 take precedence over those.

2.2 Via the HF website vouchers for flight experiences (in the following named „vouchers“) as well as appendant ancillary services as stated on the HF website – f. e. video of the flight experience – can be acquired.

2.3 Furthermore flight time can be booked directly and bindingly for a specific point or space of time via the HF website (in the following named „appointment booking“).

2.4 During the purchase of a voucher or an appointment booking the customer gets the possibility to check all relevant data (f. e. name, address, method of payment and ordered items) and change the data if necessary, before dispatching the order.

If the customer after the indication of all relevant data and in acceptance of these terms and conditions operates the button “place order”, he submits a binding offer to HF. The acceptance of that offer (and thereby the conclusion of contract) is carried out by sending the ordered articles (confirmation of appointment booking respectively voucher).

The order details will be saved by HF. If the order details are desired in printed form, the order confirmation which will be shown on the screen after finishing the order, can be printed. Additionally, all relevant details of the order will be sent by e-mail to the mail address indicated by the customer, the e-mail can be printed as well.

### 3. Voucher redemption and validity

During the validity period, a voucher entitles – subject to complete payment (see point 6) – the customer or a by the customer assigned person, to book a flight experience according to the acquired and specified scope of services of that voucher, independent of the effective price of that service at the redemption time.

Experience vouchers are transferable and can in principle be redeemed by any person, presupposed that the person is able for the flight experience (see “conditions of participation” at HF website).

The validity period of an HF experience voucher generally is one year starting from the issue date, the expiry date of the voucher is printed on the voucher. During that period, HF carries the risk for cost increases. A redemption of the voucher after the validity period is generally not possible. According to agreement between HF and the customer the voucher can possibly get prolonged one-time against the payment of a fee.

HF Berlin reserves the right to offer vouchers with a shorter validity period in the course of seasonal offers, the according validity period as well as the issue date are given on the voucher.

Vouchers from raffles as well as promotion vouchers are generally nonreturnable, a deduction on already existing orders or bookings, a combination with other HF special offers or price deductions or a pay-out of the monetary equivalent is not possible. Furthermore, the conditions printed on the promotion voucher or sales campaign, respectively the conditions of the particular raffle, do apply.

The HF confirmation of an appointment request causes a conclusion of contract between the voucher holder and HF. Through our booking software an automated booking confirmation will be sent by mail to the customer. Partly this booking confirmation will be shown directly after the booking request to print out.

#### 4. Prices | packing and shipment

The offered price for the flight time or the voucher is binding. All prices are, unless otherwise specified, final prices including the legal value-added tax, where required plus packing and shipment costs. Technical changes, mistakes and literal errors excepted. The supplier can conduct changes of prices without advanced notice at any time.

The standard voucher delivery is carried out per e-mail without exempt from charges.

#### 5. Payment and delivery | setoff and right of retention

The payment options for ordered articles and services may vary. HF reserves the right to exclude specific payment methods in particular cases. The particular effective payment methods are stated on the HF website.

The delivery is carried out to the person and address as specified by the customer. Depending on the chosen shipment and payment method as well as the ship-to location the delivery is carried out immediately or within a week. Periods of delivery can be stretched due to strike and force majeure, namely for the period of the time delay. The same applies if necessary obligations to cooperate are not fulfilled by the customer.

At loss, assumed loss or theft of vouchers an immediate notification of HF is necessary to induce the inhibition of the voucher code printed on the voucher. For the illegitimate redemption of a voucher without loss notification, HF assumes no liability.

Hurricane Factory Berlin GmbH  
Waßmannsdorfer Allee 3  
12529 Schönefeld  
Tel.: 0049 3379 3217380

E-mail: berlin@hurricanefactory.com  
Mo-Fr 10:00-18:00

The availability of the HF office, order/delivery dates and shipment fees for orders which are carried out before public holidays (especially Christmas), may vary. The according conditions have to be ascertained at HF.

The customer is only entitled to setoff rights if the counterclaims are established as final and absolute, undisputed, or approved by HF. Furthermore, the customer is only entitled to exercise a right of retention insofar as the counterclaim derives from the same contractual relationship.

#### 6. Reservation of proprietary rights | rescission of the contract | implication of default of payment

Until complete payment, the goods (flight time or voucher) remain property of HF. The payment has to be carried out before the utilization of the service (flight time or receipt of the voucher) in either case. HF has the right to withdraw from the contract after expiration of the payment deadline and cancel the flight time respectively the voucher. The legal claims concerning the consequences of debt default remain unaffected.

#### 7. Right of withdrawal

The customer is able to cancel the contract statement to acquire a voucher or to book a flight date within two weeks in written form (f. e. letter or e-mail) without giving reasons or – if the goods have already been committed before that deadline – by reshipment of the goods.

The respite begins with the receipt of the contract statement in written form, but not before the receipt of the goods at the customer and also not before exercising our obligations to inform according to § 312c Abs. 2 BGB in conjunction with § 1 Abs. 1, 2 and 4 BGB-InfoV as well as our duties according to § 312e Abs. 1 Satz 1 BGB in conjunction with § 3 BGB-InfoV. To preserve the respite of withdrawal the accurately timed posting of the cancellation respectively reshipment of the goods is sufficient. The withdrawal or reshipment has to be addressed to:

Hurricane Factory Berlin GmbH  
Waßmannsdorfer Allee 3  
12529 Schönefeld  
Tel.: 03379 / 3217380  
E-mail: berlin@hurricanefactory.com  
Mo-Fr 10:00-18:00

#### Consequences of withdrawal

In case of an efficient withdrawal the received benefits on both sides have to be restituted and potential benefits of usage (f. e. advantage of usage) have to be restored. Is the customer not able to return the goods or only able to return them partially or only in declined condition, the customer has to provide compensation for lost value.

At the surrender of goods this does not apply if the decline of the goods can be put down to the delivery check as for instance possible in a retail shop. Furthermore, the customer can avoid the duty to compensate for lost value due to deterioration of goods by intended use of the goods by not using

the goods like his own property and desist from everything which could impair the value of the goods.

A right of withdrawal does not exist if a voucher has already been redeemed.

## 8. Resale

The commercial resale of HF vouchers is forbidden, unless otherwise specified and stipulated in a written agreement. Regarding a violation of this point 8, HF reserves all rights and claims, particularly with regard to enforcement of compensation. For each single case of violation against the terms of this point 8 and excluding the traverse of continuation of offence, the user obligates oneself to a payment of a fine to the amount of € 1.000,00. HF reserves the enforcement of additional damage.

## 9. Description of the experiences

The description of an experience on the HF website is correct at the time it is published on the HF website, though the content of the experience may be subject to minor changes. HF endeavors to update changes as necessary in the general description of the experiences on the HF website as soon as possible. A detailed description of the particular experience can be requested by phone at HF.

The utilized photographs in connection with particular experiences serve merely as description. The pictures are therefore noncommittal and may vary.

The time specifications regarding the duration of the particular experience serve merely as indication for the period which the customer will spend in connection with the particular flight experience. The customer will eventually spend the flight experience with other participants, waiting time therefore has to be considered. The time details on the HF website are therefore nonbinding and may vary.

HF does not issue a guarantee for the constitution or accuracy of online published data or map extracts.

## 10. Requirements for the participation in an experience

The participation in a flight experience presupposes the compliance of certain personal requirements as f. e. age, state of health and weight (conditions for participation see web site). The requirements arise out of the need for the safe procedure of the flight experience. After a completed booking the customer is responsible that he, respectively the dedicated person for the flight experience, fulfills the requirements. A refund of the booking price/purchasing price due to a failure of suitability is excluded. All participation requirements ensue from the actual description on the HF website; therefore it is necessary to check those conditions and consider them accordingly.

## 11. Availability

The participation in a flight experience depends on the availability, HF recommends conducting an appointment booking 14 days in advance at least. The actual dates are published on the HF website and can also be checked at HF reception by phone, e-mail or on the spot.

An appointment booking is only effective after the receipt of an electronic booking confirmation. HF recommends carrying out journey and accommodation bookings not until the receipt of the booking confirmation.

If a customer is not able to attend in a booked/planned experience, HF does not compensate for carried out journey and accommodation bookings.

## 12. Physically disabled persons

HF appreciates the participation from persons with disabilities in the flight experiences and therefore aims to facilitate the participation accordingly.

HF points out that the participation in the flight experience with an existing disability may possibly be arduous or even not feasible at all. The according requirements are subject to an individual case-by-case review by HF. Therefore, a consultation with HF is necessary before ordering a flight experience to clarify the participation possibility in consideration of the particular disability.

On request HF will inform about the according facilities for the benefit of persons with disabilities.

## 13. Outage

In case a certain technical facility or the involvement of a certain person should belong to the content of the experience and this facility or person is not available on the day of the flight experience, HF reserves the right to provide an according replacement. If that is not feasible, we reserve the right to cancel the flight experience – also on short notice if necessary. The voucher stays valid in this case.

Should we not be able to make photos or videos due to a malfunction of our photo/video facility, the customer has no claim to another flight exempt from charges, even if photos/video have been ordered in advance. Payments on account for photos/video will be reimbursed if applicable.

## 14. Changes of services

Changes and variation regarding to content of particular flight experiences after acquisition of a voucher will only be carried out insofar as they are necessary and do not interfere substantially with the essence of the experience. In the course of a year the content or schedule of a flight experience can differ slightly.

In case of an essential change in terms of content of a flight experience the customer has the right to withdraw from the contract free of charge if the voucher is not redeemed yet, or alternatively to choose another, equivalent experience voucher which is available on the HF website.

## 15. Liability

The liability of Hf concerning contractual breaches of duty as well as delict is restricted to intention and willful negligence. This does not apply concerning violation of life, body, health and claims due to the violation of cardinal obligations and restitution of damage caused by delay (§ 286 BGB); insofar HF is liable for any degree of default.

Though the liability in case of a delay is restricted to 5 % of the voucher value for each complete week of delay within the scope of a lump sum delay compensation, but not more than 50 % of the voucher value maximum. The liability in case of the violation of cardinal duties is limited to the regularly predictable damage.

Insofar a liability for damages which are not based on life, body or health due to slight negligence cannot be omitted, these claims become time-barred within one year beginning with the origin of the claim.

Descriptions and pictures in our brochures, catalogues and other advertising material are no assurance of HF to the customer.

## 16. Fun flyer – withdrawal/cancellation and postponement by the customer

16.1 In case that the customer (or the person dedicated by the customer) is not able to redeem a voucher during the validity period or to keep a booked flight appointment, it falls to the customer (or the person dedicated by the customer), to redeploy the voucher or the flight booking (f. e. by transferring it to another suitable person).

16.2 A cancellation or a withdrawal from the contract with HF after the termination of the withdrawal respite is subject to a case-by-case review by HF. IF HF grants a cancellation/rescission of contract, we charge 10 % cancellation fee of the value of goods for single flights and time contingents up to 30 min, but € 60,00 maximum. For event bookings (more than 30 min of flight time) apply other, staggered cancellation respites as defined in the individual contract.

16.3 A rescheduling after redemption of a voucher respectively after the appointment booking can only be made after consultation with HF. Until three days before the date a rescheduling remains free of charge. In case of a rescheduling in less than three days before the booked date we charge a service fee of € 25,00 as a flat fee for efforts under consideration of typically saved expenses and other assignments. The individual evidence of a minor damage remains reserved to the customer.

16.4 We recommend arriving at HF 60 min before the booked flight time. If a participant fails to check in personally at reception not later than 30 min before the beginning of the flight, the booked flight expires without substitution

16.5 Groupon vouchers: in case of a no-show or a cancellation in less than 24 h before the booked flight appointment, Groupon vouchers are presumed to be redeemed and will be devalued. For the appointment booking with a Groupon voucher the indication of the 7-digit security code is therefore always required.

## 17. Cancellation by HF

Until the redemption of the voucher, HF reserves the right to withdraw from the contract (voucher purchase) due to an important reason, especially if the realization of the experience is unreasonable for HF, for example if the economic sacrificial limit is exceeded through to extraordinary circumstances or vis major.

In the aforementioned cases the customer gets the paid purchasing price back immediately, if he does not want to make use of his right to book an at least equivalent experience at HF.

## 18. Pro Flyer

### 18.1 Pro Flyer

Pro Flyer respectively sports flyer in terms of these terms and conditions are those customers, who utilize the facilities, products, and services of the supplier to carry out the sport "Indoor skydiving". That also includes those customers, who utilize the facilities, products, and services of the supplier for the qualification and training in the context of skydiving.

### 18.2 Preconditions for the participation in sports practice

The following preconditions apply for the participation in sports activity:

- good physical and mental constitution
- no imminent infections, diseases, or injuries

A participation in sports activity is not permitted for:

- pregnant persons
- persons who are under the influence of alcohol and/or drugs or remedies which affect the perceptive faculty and the capacity to act

For the following persons a prior consultation and risk assessment by the attending physician as well as a prior information of the supplier is necessary for the participation in sports activity:

- persons with imminent injuries respectively restrictions, particularly of the bones and the shoulders
- persons with health restrictions of the cardiovascular system
- persons with neurologic indispositions
- persons who had an accident in the recent past

Furthermore, the following preconditions apply for minor sports flyer:

- the minimum age for the participation in sports practice is 4 years
- minors need the written agreement of a legal guardian
- minors will be permanently supervised in the wind tunnel by an instructor

Sports flyers have to attend the orders of the staff, particularly the flying staff, which is responsible for the safety of the sports flyer during the used flight time. The staff of the supplier is authorized to take measures to prevent damages to property as well as injuries to persons:

- decrease of the number of persons who use the wind tunnel at once
- speed decrease of the airflow
- exclusion of persons from the air traffic if they constitute a danger for themselves or others

The supplier reserves the right to bar not sufficiently experienced sports flyers from exercising certain flight maneuvers or to adapt certain parameters f. e. the speed of the airflow or the number of persons in the wind tunnel

### 18.3 Services

Sport flight time and credits for sport flight time can be purchased via the HF website, per e-mail or on the spot. Flight time and credits for sport flight time are only in effect for the facilities of the supplier at Waßmannsdorfer Allee 3, 12529 Schönefeld.

The minimum flight time for the booking of sport flight time is 5 minutes. The flight time will be split into several single flights (entries), the lengths of those entries can vary between 30 seconds and 30 minutes. Flight times can be distributed in one slot or in several slots. A time slot always has a length of 30 min and begins at the full or half hour. If more than 15 min per slot are booked, the supplier cannot guarantee that the customer is able to make a break between the flights. The reason is to prevent delays for subsequent customers.

In addition to the flight time, sport flyers are also able to book further personnel through the supplier f. e. to learn new flight maneuvers or to consolidate already learned moves (coaching). Therefore we charge separate fees.

#### 18.4 Payment

Sport flight time can be paid by credit card, debit card or PayPal, as well as by invoice and advance bank transfer. In case of payment on the spot also cash payment is possible. In particular cases certain payment methods may not be available, f. e. due to temporary malfunction.

HF also offers the purchase of credits for sport flight time. If a sport flyer has an according credit for sport flight time, sport flight time can also be paid by that personal credit.

Generally, sport flight time has to be paid completely before the utilization of the flight time, so the validity of booked flight time or credits for flight time are subject to complete payment. If the payment is not carried out timely, the flight time falls back into the free availability of HF.

In case of a return debit, the cancellation of a payment or other nonpayment, the booked flight time or credits for flight time expire ultimately. HF explicitly reserves the right to induce legal measures and claims of compensation against the customer.

#### 18.5 Countermand

##### Sport flight time

The regulations for distance selling contracts concerning countermand and right of return are inapplicable for flight time due to §312g Abs. 2 S. 1 Nr. 9 BGB. That means that there is no two-week of countermand and no two-week right of return in conjunction with the booking of flight time. **As a matter of principle bought flight time will not be taken back.**

##### Credits for sport flight time

For the acquisition of flight time credits exists a countermand and a right of return due to the legal regulations if the customer is a consumer.

##### Right of withdrawal

The customer is entitled to countermand the contract about the purchase of flight time credits within 14 days without giving reasons. The cancellation respite is 14 days, starting on the day on which the customer or a by the customer assigned third party has taken possession of the flight time credit. To exercise the right of withdrawal, a written transmission (f. e. a letter by mail or an e-mail) with a clear declaration of withdrawal from the contract, is sufficient. The supplier confirms the receipt of the withdrawal timely by mail. To ensure the right of withdrawal, it is sufficient that the customer sends the notification concerning the exertion of the right of withdrawal before the expiry of the



withdrawal respite. If the purchased flight time credits have been used partially or completely, the right of withdrawal expires.

#### Consequences of the withdrawal

If the contract has been withdrawn, the supplier refunds all payments promptly and not later than within 14 days after the day of the withdrawal receipt. If possible, the supplier uses the same payment method for the refund as has been used for the original payment, unless another payment method has been explicitly agreed upon with the customer. In no case any fees for the customer evolve from the refund. The purchased flight credits will be deleted from the credit account of the customer. A withdrawal and the return of flight time credits later than the right of withdrawal respite of 14 days is generally excluded, respectively is subject to the goodwill of the supplier.

#### 18.6 Selling-on

The supplier permits explicitly the nontrade and noncommercial transfer of flight time or flight time credits to other sport flyers in accordance with these terms and conditions. In case of a transfer of flight time or flight time credits to other sport flyers, HF has to be informed accordingly in written form. A transfer of flight time or flight time credits to customers, which are no sport flyers in accordance with these terms and conditions, is not permitted.

#### 18.7 Cancellation and postponement of sport flight time

In case of a cancellation by the customer, payments will not be reimbursed. The according amount will be credited to the personal credit account of the customer at HF.

##### Cancellation or postponement of sport flight time up to 30 min

In case of a cancellation or postponement of sport flight time up to 30 min the following conditions and cancellation fees apply:

- until 72 hours before the flight date: free of charge
- between 72 and 24 hours: 50 % cancellation fee of the flight time value
- between 24 and 0 hours: 75 % cancellation fee of the flight time value

##### Cancellation or postponement of sport flight time of more than 30 min respectively in the context of sport flyer events and camps

In case of a cancellation or postponement of sport flight time of more than 30 min respectively in the context of sport flyer events and camps the following conditions and cancellation fees apply:

In case of a complete or partial cancellation of flight time in less than 10 days before the first flight day, a refund will only be carried out if the according flight time is booked by others. If the according flight time will only be booked partially by others, a partial refund will be carried out appropriately.

In case of not cancelled flight bookings, the booked flight time generally expires without substitution; if the flight time has been unpaid, 100 % of the flight time will be charged.

The supplier recommends an arrival for sport flyers 30 minutes before the appointment flight time.

## 18.8 Warranty

The supplier provides the sport operation of the facility in sound condition and provides the therefor required personnel. If this might not be possible, f. e. due to technical reasons, HF reserves the right to cancel sport flight time, even at short notice. In this case the flight time does not expire, the according credit will be booked without deductions on the credit account of the customer at HF.

## 19. Form of declarations

Legally relevant declarations and notes which the customer has to issue towards HF or a third party have to be in written form.

## 20. HF trademark rights

The customer acknowledges that the content of HF website as well as the required software ("HF software"), which is used in conjunction with the HF website, is subject to proprietary rights and that it contains confidential information, which is protected by legislation, particularly the legal rules to protect intellectual property rights.

The customer acknowledges furthermore, that promotion content on HF website by HF, the partners of HF or third parties as well as information, which is available on HF website or through advertisers, are protected by copy rights, trademarks, patents or other proprietary rights and legislation.

If HF or concerned other parties have not declared their written consent, works which are provided on the HF website or made accessible or which are based on HF Software may not be completely or partially changed, leased, rented out, lent, sold, distributed, or redesigned.

## 21. Usage of HF website | caveat emptor

The usage of the HF website and the download or other receipt of contents in conjunction with the HF website are based on one's own risk. The user is solely responsible for damages of his computer system or other used technical equipment, for the loss of data or other damages due to downloads of contents or other transactions with the HF website.

The liability of HF, if it should be existent despite the preceding regulations and due to whatever legal foundation, is in any case limited to damages which have been caused by willful misconduct or negligence or which are based on a violation of an essential contractual obligation of the contractual relationship.

For damages which are based on a negligent violation of non-essential contractual obligations or of obligations in conjunction with the contract negotiations, the liability for consequential damages and untypical subsequent damages is excluded and furthermore limited to the contract-typical average damage.

Any mandatory liability due to the Product Liability Act remains unaffected. Advice or information which the customer gets in conjunction with the usage of the HF website, whether in written form or by word of mouth, does not constitute a liability of HF, unless explicitly declared otherwise.

## 22. Changes of terms and conditions

HF reserves the right to change or complement the terms and conditions in the future. The available terms and conditions on HF website apply in the respective version, without releasing a separate note regarding to a change.

## 23. Place of execution | choice of law | place of jurisdiction | miscellaneous

For HF contracts applies the law of the Federal Republic of Germany. This does not apply in case that particular special consumer protection prescriptions in the home country of the customer are advantageous (Art. 29 EGBGB). Potsdam is the exclusive place of jurisdiction for any dispute resulting from contracts with HF for the following specified cases:

The customer/contract partner:

- has no place of general jurisdiction in Germany or another EU member state
- is a merchant
- has transferred his permanent address abroad after the entry into force of these terms and conditioned
- has no known residence or permanent dwelling at the time of arraignment

Details of the booking will be stored by HF. The respective actual version of the terms and conditions is available for download on the HF website.

Hurricane Factory Berlin GmbH  
Waßmannsdorfer Allee 3  
12529 Schönefeld  
Reg. Gericht Cottbus HRB 11231CB  
Umsatzsteuer ID Nr.: DE286580343  
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