

GENERAL TERMS AND CONDITIONS

I. INTRODUCTORY PROVISIONS

1. These General Terms and Conditions (hereinafter referred to as "**Terms and Conditions**" or also "**GTC**") are issued by **HURRICANE FACTORY PRAHA s.r.o., Company ID No.: 242 98 549, with registered office at Prague 9 - Letňany, Tupolevova 736, postcode: 199 00**, entered in the Commercial Register maintained by the Municipal Court in Prague, section C, entry number 194241 These GTC apply to contracts concluded between the client, or a third party for whose benefit the contract is concluded (hereinafter referred to as the "**third party**"), and the provider, HURRICANE FACTORY PRAHA s.r.o. (hereinafter referred to as "**Provider**").

2. The Provider provides the services or products specified on the website www.hurricanefactory.com and further specified in Article V of these GTC.

3. All contractual relations are concluded in accordance with the legal order of the Czech Republic. If the contracting party is a consumer, the relationships not regulated by these Terms and Conditions are governed by Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code") and Act No. 634/1992 Coll., on Consumer Protection, as amended (hereinafter referred to as "CPA").

II. DEFINITION OF SELECTED TERMS

Consumer - a natural person as defined in Section 419 of the Civil Code (hereinafter referred to as "**Consumer**")

Client - a natural or legal person who purchases products and services either for his/her own use or for a third party (e.g. as a gift) or a natural or legal person who purchases products and services for the purpose of their further business with these products or services (e.g. resale of products and services to third parties) (hereinafter referred to as "**Client**").

Conclusion of the contract - the Client's order is a draft contract and the contract itself is concluded at the moment of delivery of a binding confirmation of the order by the Provider to the Client. From this moment on, mutual rights and obligations between the Client and the Provider arise, which are defined in the contract and the Terms and Conditions, which are an integral part of this contract. If the contract is concluded for the benefit of a third party, the third party becomes the beneficiary only at the moment when it consents to the contract. Unless a third party consents, the contract has effect only as between the parties who entered into it. In the meantime, the party who ordered the performance for the benefit of the third party is entitled to the performance (the same applies if the third party refuses consent).

III. INFORMATION ABOUT THE CONCLUDED CONTRACT AND TERMS AND CONDITIONS

1. By placing an order, the Client confirms that they have read these Terms and Conditions and that they agree to them. The Client is sufficiently notified of these Terms and Conditions and has the opportunity to familiarise themselves with them prior to the actual execution of the order. The Client is obliged to inform the third party for whose benefit the contract was concluded about the rights and obligations arising from the contract until the moment when the entitled person claims for the provision of services against the Provider. The third party hereby also agrees to the contract and these Terms and Conditions. **The Client and the third party are hereinafter referred to in the text of these Terms and Conditions by the common designation Client.**

2. The Terms and Conditions specify the relationship of contractual cooperation between the Provider and the Client. Both the Provider and the Client undertake to respect and comply with the Terms and Conditions.

3. By submitting the order form, the Client accepts without reservation all the provisions of the Terms and Conditions as in force on the date of the order, as well as the price of the ordered product, including shipping or postage, as stated in the catalogue of the online shop www.hurricanefactory.com and in the order, unless otherwise demonstrably agreed in a particular case. The Client is irrevocably bound by the order sent, including the Consumer.

4. The concluded contract is archived by the Provider for the purpose of its successful performance and is not accessible to third parties. Information on the various technical steps leading to the conclusion of the contract can be found in these Terms and Conditions, where the process is described. The Client has the opportunity to check the order before sending it and correct it if necessary. These Terms and Conditions are displayed on the website of the online shop www.hurricanefactory.com and thus enable their archiving and reproduction by the Client. The text of these Terms and Conditions is in Czech and English; in the event of any dispute or ambiguity in interpretation, the Czech language version shall always prevail. The concluded contract is governed by Czech law.

IV. PERSONAL DATA PROTECTION

1. Personal data protection is regulated in a separate document Information for customers on personal data protection, which is available at www.hurricanefactory.com.
2. For statistical purposes, the Provider evaluates information about the use of the website www.hurricanefactory.com (such as the number of users visiting the site, from where the access to the site was made). This information is numerical only (no personal data) and will be used for further analysis and improvement of future buyer experiences with the company's website.

V. THE RANGE OF SERVICES AND PRODUCTS PROVIDED

1. The contractual relationship between the Provider and the Client is established on the basis of an order for services via the order form on the website www.hurricanefactory.com or by ordering services by telephone, by e-mail or in person at the Provider's address.
2. The gift package contains a so-called gift voucher (or also a voucher or gift coupon), which specifies in particular the service that the gift voucher entitles you to use, the validity of the gift voucher, and then a cover letter to the gift voucher or a congratulatory message. The gift package expires upon expiration of the validity period or use of the ordered service. The validity of the gift voucher is always marked directly on the gift voucher. The gift package cannot be redeemed for money.
3. The place of delivery of the gift package is the address specified by the Client in the order form (unless otherwise agreed).
4. The ownership right to the gift package is transferred upon its acceptance by the Client, subject to payment of the price according to the concluded contract. The gift package may be transferred to a third party, while these Terms and Conditions remain in force and the Client is obliged to inform this third party of all rights and obligations arising from these Terms and Conditions until the moment when this third party makes a claim against the Provider for the provision of services.
5. The service will be provided to the person specified when booking the appointment. The Provider shall not be liable in any way for the loss of the gift voucher after its proper delivery, which is necessary for the reservation of the service date.
6. By booking the date with payment of the price, if the price has not been paid earlier, the Provider undertakes to provide the Client with the service in the agreed scope and quality resulting from the order, which is the basis for the gift package. The order is binding only when the price of the service - experience is duly paid. Reservations for the date and location of the specific activity are arranged with the Provider by the expiration date listed on the gift voucher. Due to limited capacity, it is advisable to book your requested service date at least two weeks in advance.

7. On the basis of the reservation of the service - experience, the Provider is obliged to provide the Client with all necessary information regarding the service - experience - in particular the venue, duration of the service, necessary equipment for the service - experience, or the Provider may request a certificate of health.

8. Cancellation means cancellation of the reservation. Cancellation of the reservation by the Client is done according to the following criteria:

Number of hours before the agreed date of service	Cancellation fee % of value cancelled services
>72 hours	0%
< 72 hours	100%

9. In case of cancellation by the Provider more than 72 hours before the agreed date of use, the Provider is obliged to provide the Client with another alternative date. The term can be changed by the Client only 3 times, if the Client does not use the service even in the last agreed term, the purchased service is forfeited and the Client is not entitled to compensation for the value of the unused service. Only in the case when the Client proves to the Provider a serious reason for which they could not use the service even after the 3rd postponement of the date (e.g. long-term illness, accident), the Provider is entitled to offer the Client the provision of the service on another - last date, but there is no claim on the part of the Client for this further postponement of the date.

VI. PRICE LIST OF SERVICES AND PRODUCTS OF THE PROVIDER

1. Current Service Prices (including special offers) are listed on the website www.hurricanefactory.com and/or on-site at the Provider's headquarters. Prices are always inclusive of value added tax (VAT), unless explicitly stated otherwise. The VAT rate is set by law and will always be stated on tax documents.

2. In the event of the Client's delay in payment of any financial obligation to the Provider arising from the contractual relationship, the Provider is entitled to a contractual penalty of 0.05% per day of the amount due and from the 15th day of delay of 0.1% per day of the amount due until payment.

3. The voucher can no longer be extended after the expiry date, the gift voucher is no longer valid and the possibility of booking an appointment ceases upon expiry of the gift voucher.

VII. CONTRACTUAL RIGHTS AND OBLIGATIONS

1. The Client is aware that all activities - services in which they participate are solely their responsibility. The client himself must assess his physical, mental and health requirements for the type of activity. For information on any restrictions (age, medical and physical fitness, or the requirement for a medical examination), see the information on the website www.hurricanefactory.com. The Client also declares that on the day of the service (flight) they will comply with the infection-free condition according to any currently valid emergency measures - see Article X of these GTC.
2. The Client is obliged to arrive at the place of service one hour before the booked flight. If the Client fails to do so, the Provider is not obliged to provide the service to the Client, even in an alternative term, and the Client is not entitled to a refund of the price already paid (this applies both in the case of purchase of the service at the Provider's premises and online).
3. The Client is obliged to ensure the accompaniment and supervision of an adult, or to secure the consent of a legal guardian in the case of participation of a person under 18 years of age (unaccompanied).
4. The Client is entitled to arrange a substitute for himself at any time before the service is provided. This person must then be given a gift voucher and the substitute must meet the conditions stated in the information for the activity (e.g.: age, health, medical certificate). At the same time, the substitute must meet the infection-free condition according to any emergency measures currently in force.
5. The Provider undertakes to provide a responsible person (hereinafter referred to as the instructor) at the place where the service takes place, who will train the Client and acquaint him/her with all the obligations and conditions that must be followed during the service, if the nature of the service requires it.
6. The Client shall be obliged to pay for damages caused to the service Provider in the course of the use of the services in the event of non-compliance with the instructions from the Provider, which were made known to the Client prior to the performance of the service.

VIII. RIGHTS ARISING FROM LIABILITY FOR DEFECTS

1. The Provider is obliged to provide the Client of the gift voucher with the full range of services as listed and specified on the website or in the attached activity description included in the gift package. The Provider reserves the right to adjust the number and length of flights of the airman at the place of service provision according to the current flight plan.
2. The Client must file a complaint about the shortcomings of the service or product (hereinafter referred to as "complaint") with the Provider in writing without undue delay, but no later than 3 months from the date of provision of the service or purchase of the product or from the date on which the service should have been provided. The Provider is obliged to comment on the complaint within 30 days after it has been filed, in complex cases within 60 days.
3. The Provider shall issue the Client with a written confirmation of the date of the complaint, its content and the manner of its settlement. It shall also issue the Client with a confirmation of the date and manner of settlement of the complaint. In the case of a rejected complaint, it shall issue a written justification for such rejection.

4. The Client is entitled to payment of all necessary costs associated with the complaint, but only if the complaint has been identified by the Provider as justified. If the conditions for withdrawal from the contract are met for reasons on the part of the Service Provider, the Client shall be entitled to reimbursement of any consideration paid.

IX. WITHDRAWAL FROM THE CONTRACTUAL RELATIONSHIP

1. The Provider may withdraw from the contract in the event of a serious breach of the obligations of the Client or a third party for whose benefit the contract was concluded and who accepted the contract, as set out in this contract, without compensation for damages. Withdrawal shall be done in writing, no later than 5 days after the moment of becoming aware of the serious violation.

2. In the case of conclusion of the contract by means of distance communication (internet, e-mail, telephone), the Client has no right to withdraw from the contract, this right does not belong to the Client within the meaning of Section 1837 (j), Act No. 89/2012 Coll., Civil Code. If the Client does not use the already ordered and paid service (especially the voucher or service reservation) on the ordered date, he/she is not entitled to an alternative date or a refund (see Article VII, paragraph 2 above). In exceptional cases, in particular if the Client has requested a change of the date of service before the date of service for serious reasons, the Provider may grant the Client an exception (refund the price of the service or product already paid or provide the Client with alternative performance); the Client's request for an exception must be in writing and duly justified, the Client's reasons must be sufficiently proven (e.g. a doctor's certificate of illness).

3. The Client has the right to withdraw from the contract only in the event of a serious breach of the Provider's obligations. Withdrawal shall be made in writing no later than 5 days from the moment of becoming aware of the occurrence of the serious breach.

X. EMERGENCY MEASURES

1. The Client is obliged to observe all rules and comply with all conditions set by emergency measures or other regulations issued by public authorities, in particular in connection with the occurrence or spread of any disease (e.g. covid-19), when arranging, using the services and throughout the period of using the services.

2. The Client shall be obliged to observe and comply with the rules and conditions of the emergency measures at all times during his presence (regardless of whether he is using the service or not) in those premises of the Provider for which the emergency measures provide for such obligation.

XI. FINAL PROVISIONS

1. All materials and information on the Provider's website are the sole property of the Provider. These materials and information may not be used or modified in any way without the consent of the Provider. These Terms and Conditions are valid as stated on the Provider's website on the date of the order submission by the Client.

2. THE GENERAL TERMS AND CONDITIONS became valid and effective on 17.1.2024