



GENERAL TERMS AND CONDITIONS

General Provisions

These General Terms and Conditions (GTC) apply to all services provided by the Appenzell Flight School FSA GmbH, hereinafter referred to as FSA. The following contractual and travel conditions govern the legal relationship between the customer and the services offered by FSA. These conditions form part of the offer, and the customer agrees to them. These contractual terms are valid without signature. The latest version of the GTC replaces all previous versions.

Severability Clause

The contract between the parties is concluded upon the customer's binding booking. If individual provisions of these GTC are wholly or partially invalid or ineffective, the validity and effectiveness of the remaining provisions shall remain unaffected.

Registration

The contract is concluded upon the customer's registration. We recommend registering in writing.

Cancellation Costs for Travel

If a trip has to be canceled, the customer incurs the following cancellation fees:

- 60–30 days before departure: 25%
- 29–15 days before departure: 50%
- 14–0 days before departure: 100%
- Already booked scheduled flights must be paid in full by the customer. Cancellation costs may be covered by travel insurance in hardship cases (illness, accident, death, force majeure), provided such insurance has been taken out. Benefits depend on the applicable policy.

Prices/Course Fees

Prices are listed with the respective activities. Price changes are reserved. If a customer cancels or interrupts a course already in progress, there is no entitlement to a refund.

Program Changes/Course Cancellation

Program changes or cancellations may occur due to weather or organizational reasons. If the minimum number of participants is not reached, FSA may cancel the course. In such cases, paid course fees will be refunded or credited for other services or goods in consultation with the customer.

Equipment

Purchased equipment is non-returnable. However, it may be consigned and potentially bought back by FSA if a new buyer is found. Customers are responsible for the condition of their own equipment.

Rented/Loaned Equipment: Equipment provided by FSA must be handled with care. Damages or loss of training/test equipment caused by the customer's fault will be fully charged to the customer.

Insurance

Insurance

Paragliding is not a high-risk sport and is usually covered by the customer's accident insurance. All required insurance coverage is the customer's responsibility, including theft, loss, and damage to personal equipment. Valid liability insurance is mandatory for personal flying equipment. FSA must be informed in advance of any health issues or conditions. Minors under 18 require the signature of a legal guardian.

Liability

Participation in all FSA activities is at the participant's own risk. FSA accepts no liability for personal injury or property damage. For third-party services (e.g., hotels), FSA acts only as an intermediary and assumes no liability for their quality or performance.

Vouchers

Vouchers are non-refundable but transferable. They are valid for one year from the date of issue.

Tandem Flights: FSA cannot guarantee or refund the agreed or paid flight duration. For safety reasons, FSA may reschedule or cancel the flight (e.g., due to weather). The pilot's instructions must be followed. Reserved tandem flights must be canceled by the customer at least 24 hours before the flight by phone. Late cancellations are charged at 60%, and no-shows at 100%.

Payment

Invoices for equipment and courses must be paid within 10 days. A CHF 50.- fee will be charged for reminders. Air travel must be paid in advance.

Tandem Hang Glider Flights

Appenzell Flight School FSA GmbH offers tandem hang glider (paraglider) flights. These are conducted by employees or assigned pilots. The contractual relationship is between the passenger and FSA. By signing or otherwise confirming, the passenger declares that they have read, understood, and accepted these GTC. For readability, the masculine form is used but refers to all genders.

The contract is concluded upon the passenger's binding booking. Should individual provisions be invalid or ineffective, the remaining provisions remain unaffected.

No flight ticket is issued. The names of the parties and the paid price result from the correspondence at the time of booking. The flight price must be paid in advance via cash, bank transfer, or Twint. Only paid vouchers can be redeemed. Special agreements apply to the issuance, redemption, and validity of vouchers.

FSA cannot guarantee or refund the agreed or paid flight duration. Flights may be rescheduled or canceled for safety reasons (e.g., weather).

The passenger confirms they do not suffer from health issues (mental or physical) that may affect flight safety.

Minors or legally incapacitated individuals require consent from a legal guardian. If not present at the flight, written consent must be provided in advance.

If a passenger cancels the flight, despite it being feasible, the following applies:

- a) More than 2 days in advance: full refund or no charge; voucher retains full value.
- b) 2 to less than 1 day in advance: 50% refund or charge; voucher loses 50%.
- c) On the day of the flight: no refund or full charge; voucher loses 100%.

The passenger confirms that they are insured against accidents, including during a hang glider flight. No accident insurance is provided by FSA or the pilot. The pilot decides whether mobile phones or cameras may be brought.

Pilot and Equipment

The assigned pilot holds the necessary official license and is the commanding officer of the tandem hang glider. The passenger agrees to follow their instructions. The glider is certified for tandem use and properly maintained. A reserve parachute is carried.

Liability

FSA explicitly disclaims liability for bodily injury or property damage to the passenger during a hang glider flight. FSA is not liable for actions of third-party providers or their assistants.

Applicable Law

Passengers from the USA or Canada waive any jurisdiction in those countries and acknowledge that neither FSA nor the pilot submits to such jurisdictions.

All disputes fall under the jurisdiction of the ordinary courts at the seat of FSA, Dorf 3, 9057 Weissbad, Switzerland. Swiss law exclusively applies.

Instruction for Passengerflights

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| <ul style="list-style-type: none"> • Ich werde mich erst zum Start bereit erklären, nachdem ich die Instruktionen für den Flug vom Piloten/von der Pilotin erhalten und vollständig verstanden habe. • Ich befolge immer die Weisungen der Pilotin/des Piloten. • Ich habe keine gesundheitlichen Probleme, welche die sichere Durchführung des Fluges beeinträchtigen könnten. • Ich bin mir bewusst, dass der Flug mit Risiken verbunden ist (bspw. Sturz beim Start oder Landung). | <ul style="list-style-type: none"> • I will only declare myself ready for takeoff after I have received and fully understood the instructions for the flight from the pilot. • I will always follow the instructions of the pilot. • I have no health problems that could impair the safe execution of the flight. • I am aware that the flight involves risks (e.g., falling during takeoff or landing). |
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Ort/Datum

Name & Vorname Gast

Unterschrift

AGB & English Version
gleitschirm.ch

