



Openclimb, Zürcherstrasse 2, 8640 Rapperswil

General Terms and Conditions

1. Scope

1.1 The following General Terms and Conditions are part of all contractual agreements closed between the customer and Openclimb, Zürcherstrasse 2, 8640 Rapperswil, hereinafter called „Openclimb“ regarding the participation in a flight simulation and training.

1.2 Ancillary alterations and other deviations that affect the extent of contractual performance are only valid in written form.

1.3 In some individual cases the contractual parties have closed agreements (also ancillary alterations, supplements and deviations) that have precedence before these General Terms and Conditions.

1.4 A customer by means of these General Terms and Conditions are consumers, pilots and companies.

2. Conclusion of Contract

2.1 The contract is closed as follows:

The list of flight simulations/courses/events provided on the website openclimb.aero is not considered an offer in legal terms.

The customer declares his/her binding offer by sending an enquiry. Input errors can be corrected with the standard keyboard and mouse functions prior to sending the enquiry. By clicking on the "Submit" button the customer is making a binding offer for the conclusion of a contract. After receiving the customer's offer, Openclimb sends the customer an automatic response e-mail that confirms the receipt of the e-mail. This confirmation does not, in any way, represent the acceptance of the offer by Openclimb. Acceptance is either declared explicitly or by means of an invoice for services.

2.2 You can also make a booking in written form.

3. Performance, Dates

3.1 Only the description of performance listed on the website openclimb.aero and any notes listed on the invoice are binding regarding the extent of contractual performance.

3.2 After receiving the Confirmation/Invoice and the information regarding payment the customer should contact Openclimb in order to make a specific appointment for the flight simulation.

3.3 If the participant's desired date and time has already been booked for another airline/pilot training etc, then Openclimb will agree upon an alternative appointment with the participant.

3.4 The Simulator is not suitable for customers that are: Pregnant, under 16 years of age, disabled and mobility impaired.

4. Prices, Sales Tax and Payment

4.1 The prices provided are final and include sales tax.

4.2 The accepted methods of payment are limited to payment via invoice, cash payment.

4.3 The full amount listed on the invoice is due immediately but at the latest one week after receipt of the invoice.

5. Non-Attendance, Rebooking or Substitutes

5.1 You can cancel participation at any time. Cancellations must include the booking number and be made in written form.

5.2 If you cancel the contract or do not appear to the flight simulation/training/course, then we can demand appropriate compensation for the provisions completed and our expenses. Normally, the calculation of damages usually includes the consideration of saved expenditure and other possible use of the simulator.

5.3 The amount of the refund is calculated by subtracting a processing fee from the total amount due that we must charge for all cancellations. The according processing fee is calculated as follows:

10% of the total amount for cancellations up to 30 business days prior to the appointment,
30% of the total amount for cancellations 29-16 business days prior to the appointment,
50% of the total amount for cancellations 15-11 business days prior to the appointment,
100% of the total amount for cancellations 10 days or less prior to the appointment.

5.4 The amount resulting from the above calculation is rounded-up to full Euros. Monday to Friday are considered business days; Saturdays, Sundays and Swiss Public Holidays are not considered business days.

5.5 Your flight simulation/training can be rebooked; we charge an administration fee of 50 EUR per person for rebooking. Re-bookings made 15 days or less prior to the appointment must be considered as a cancellation. In this event, we attempt to find another participant to book the vacant appointment. If this is possible, then we only charge the administration fee.

5.6 You can also name a substitute. Paragraph 3.4 must be taken into account.

6. Liability

The liability for damages for legal assets other than life, body or health is excluded as long as the damages do not result from the intentional or grossly negligent behaviour of Openclimb, one of its legal representatives or vicarious agents and as long as the behaviour does not damage the significant obligations of the contract. This exclusion of liability does not apply to claims regarding product liability.

7. Right of Revocation

7.1 You may withdraw from your contractual offer within 15 days in written form (e.g. letter, e-mail). The term of 15 days begins upon receipt of these General Terms and Conditions in written form but not prior to the conclusion of the contract and not prior to the fulfilment of our obligation to provide information.

7.2 Timely dispatch of revocation shall suffice to meet the revocation deadline. The revocation must be addressed to:

Openclimb, Zürcherstrasse 2, 8640 Rapperswil, Switzerland,
E-Mail: training@openclimb.aero / events@openclimb.aero

7.3 In the case of an effective revocation, the mutually received performances must be returned and any derived profits (e.g. interest) must also be returned. If you cannot return to us the performance received, in part or in whole, or if you can only return it in worse condition, you are required to offer compensation of equal value. The obligations to reimburse payments must be fulfilled within 15 days. The time limit begins for you when you send your revocation and for us upon the receipt thereof.

7.4 Your right of revocation shall expire prematurely if the agreement has been executed in full by both parties prior to your exercising your right of cancellation.

8. ID Card/Passport/Security

8.1 Please note that a valid ID card or passport is necessary in order to enter the company grounds. You will not be able to enter the company grounds without this identification.

8.2 The personal information collected during registration will be compared to your ID upon arrival.

9. Data Privacy

9.1 Openclimb uses the personal information (e.g. Name, Address, Payment Information) provided by the customer in order to execute the contract. The customer's information is not provided to third parties unless this is necessary in order to execute the contract.

9.2 Upon completion of the contract, which also includes full payment of the compensation agreed upon, the customer's information is deleted unless there are legal reasons for their storage and unless the customer explicitly agrees upon the storage of information for further processing and use.

10. Prohibition of Photography/Film

In order to ensure the safety of the entire grounds, it is prohibited to photograph or film the flight simulation.

11. Prohibition of Drugs

If the participant is obviously under the influence of alcohol or other mind-altering substances, then Openclimb is authorized to immediately cancel their participation. The fees cannot be refunded in this event/training/course.

12. Gift Certificates

All gift certificates are valid for one year. This term starts at the end of the year in which the gift certificate was purchased.

13. Final Provisions

13.1 Should any of the provisions of the contract with the customer or the General Terms and Conditions be or become fully or partially ineffective, the continued existence of the contract and the remaining provisions are not affected by this.

13.2 The relations between the contractual parties will be regulated exclusively in accordance with the laws applying in Switzerland with exclusion of the UN convention on contracts for the international sale of goods, CISG.

13.3 If the customer is a merchant, a legal entity under public law, or public-law special funds, the legal venue for any disputes under this contract shall be only the headquarters of Openclimb. The same shall apply if, at the time when court proceedings are started, the Customer is not subject to Swiss jurisdiction or his domicile or usual place of residence are not known at the time.

13.4 Contract language is English/German.