

Cancellation and Delivery Terms

AA Paragliding Holland BV & Paragliding Belgium



General provisions

Article 1. These cancellation and delivery conditions apply to all services, goods or materials supplied by AA Paragliding Holland and / or Paragliding Belgium (hereinafter Paragliding Holland and / or PaHo) in the broadest sense of the word. Wherever the word "course" is written, "trip" can also be read unless explicitly stated otherwise. Wherever the word "student" is written, "participant" can also be read unless explicitly stated otherwise.

Booking and payment

Article 2. When booking a mountain paragliding course, you will be charged a non-refundable deposit of 100,- euro's. After submitting the online booking form through our Pilotzone and paying this deposit, the booking is final. Please note that the right of withdrawal does not apply to courses booked for a fixed date.

Article 3. The course fee must be paid 6 weeks before the start of the course. If registration takes place within this period, the course fee must be paid immediately upon registration. Participation in our courses is only possible if the full course fee has been paid in advance.

Article 4. When paying by bank, all costs related to the payment are for the customer.

Cancellation and changes by the participant

Article 5. Cancelling a course:

- a. Cancellation requests must be made by written notice (e-mail is also accepted) to Paragliding Holland.
- b. If canceled more than 6 weeks before the start date, € 100 cancellation costs will be charged. These cancellation costs will be deducted from the deposit paid at the time of booking.
- c. In case of cancellation less than 6 weeks before the start of the course, the participant owes the full course fee (guidance costs and costs of rented materials). If the starting fee has not yet been paid, the participant can request a refund by sending an e-mail to our office. We strongly advise participants to take out a cancellation insurance to cover the risk of last-minute cancellations!
- d. Relocation to another course within the same season is possible free of charge up to 6 weeks before the commencement date of the booked course. If you want to relocate, we expect you to inform us in a timely manner (maximum within two weeks) which other course you want to move to. If this does not happen it will be treated as a cancellation.
- e. If a participant has not paid the full course fee 6 weeks before the start date, PaHo reserves the right to regard this as a cancellation in accordance with paragraph b and to offer his spot to someone else.

Article 6. If a participant indicates with his/her booking that he wishes to take out travel insurance, this travel insurance can no longer be canceled after the booking has been completed, nor can the number of travel days be reduced. It is possible to insure additional travel days, please contact our office for this.

Cancellation or adjustment by Paragliding Holland

Article 7. PaHo reserves the right to cancel a course if the weather forecast is too poor for the course to take place responsibly. Such a decision is always made in consultation with the participants. In the event of cancellation, participants can be relocated free of charge to another course week within our program. If preferred, they can also receive a refund of their payment, less the non-refundable deposit to cover office costs already incurred and any other non-refundable costs, such as insurance or car rental.

Article 8. Cancellation of reserved airline tickets, hotels, rental cars and other facilities that are part of the paragliding course is not possible (PaHo cannot recover these costs either). This means that in case of cancellation of the course by PaHo (as described in Article 7), the remaining costs (for example, but not exclusively airline ticket, hotel costs) are / will remain for the student.

Code of conduct

Article 9. To ensure a safe and enjoyable learning environment for everyone, we expect all participants to maintain a respectful and social attitude towards fellow students and the instruction team. Following the guidance and instructions provided by our team is essential for your safety and that of others. If a participant fails to adhere to these behavioral guidelines or repeatedly refuses to follow instructions, we reserve the right to terminate their course without entitlement to a refund.

Article 10. No refund will be given in the event of early termination of the course.

License requirements for licensed pilots

Article 11. Pilots who register as a licensed pilot (Brevet 2 or Brevet 3) are required to show proof of the validity of their license to the instruction team at the start of the course. Please note: a Dutch license is only valid if the pilot is also a member of the KNVvL. If you hold a foreign license and are unsure whether it meets the requirements for participation in one of our courses or trips, please contact our office before registering.

Article 12. PaHo offers courses and trips that are only accessible to pilots with Brevet 2 and/or Brevet 3, such as XC weeks and SIV training. This is clearly stated on our website for the course or trip in question. If you register for such a course or trip and it turns out at the start that you do not hold the required valid license, you will not be able to participate in the course or trip. In that case, no refund of the course fee will be given. It is the participant's responsibility to only register for a course or trip for which they meet the stated admission requirements.

Article 13. If you register as a licensed pilot for a regular course and it turns out at the start that you do not hold a valid license, you can only participate at the rate that applies to a non-licensed participant. You will receive an additional invoice for the difference in rate, which must be paid immediately in order to participate in the course. If payment is not made in time, participation will not be possible. Should the participant then decide not to participate, no refund will be given for course fees already paid.

Towing course and towing days

Article 14. The flights of the basic towing course are valid for a maximum of 2 years from the start date of the course. The entitlement to these flights expires after 2 years. The ground training that is part of the basic towing course is valid for 1 year. If after 1 year the participant has to follow a ground training again, the ground training rate as published on our website applies. Flight packages are valid for a maximum of 5 years and are non-refundable.

Article 15. To participate in a towing day a reservation is required. If you cancel this reservation less than 24 hours before the start of the towing day (11.00 am is the starting time), you will be charged a 25 euro cancellation fee. If a pilot has a reservation but doesn't show up on the day itself, PaHo reserves the right to exclude you from making a reservation in future.

Tandem flights

Article 16. In the event of cancellation of the reserved tandem flights (also by PaHo due to, for example, bad weather) no money will be returned; the reserved tandem flights and tandem vouchers are transferable. The validity of tandem vouchers is stated on the voucher itself. A tandem voucher cannot be exchanged for money.

Materials and equipment

Article 17. All goods delivered by Paragliding Holland remain the property of Paragliding Holland until the entire purchase amount has been paid.

Article 18. If a student participates in the course with their own equipment, they are required to ensure that it meets the standards set by the KNVvL in the 'Reglement Paragliding'. Additionally, the equipment must be appropriate for the student's experience level. Paragliding Holland considers seat harnesses with a proper protector suitable for training. However, a pod harness or a lightweight harness without a protector is not suitable for pilots without a 'Brevet 2' or equivalent foreign licence. The instruction team of Paragliding Holland reserves the right, at all times, to declare the equipment or parts thereof unsuitable for lessons in case of doubt or for safety reasons. If a student is unsure whether their equipment meets the required standards, we recommend contacting our office in advance.

Article 19. If the flight equipment is rented from Paragliding Holland, the renter is responsible for damage or theft of the equipment up to a maximum of € 6000.

Article 20. You may cancel rented materials free of charge up to 2 weeks before the course begins. After this deadline, cancellations are no longer possible due to scheduling and administrative preparations. Should you wish to rent additional materials within 2 weeks prior to the course, please contact our office to check availability.

Article 21. If the flight equipment is damaged because the renter / student fails to follow instructions from the Paragliding Holland instruction team, then the renter / student is liable for the damage that has occurred.

Health, safety and risk acknowledgment

Article 22. The student / tandem customer declares to be aware that paragliding is a risk sport and can lead to accidents, even if practiced under ideal circumstances. In aviation, flight errors, structural errors or poor conditions can result in accidents, even fatal ones.

Article 23. The student / tandem customer declares to be aware that liability risks of the paragliding sport are not insurable and furthermore declares that he / she will never hold Paragliding Holland (PaHo) or any of its employees liable for the consequences of an accident during the paragliding course or tandemflight.

Article 24. The student is obliged to ensure that the flying equipment he / she uses meets the flight safety requirements set by the KNVvL. Similarly, whether the (auxiliary) instructors accompanying him / her meet the requirements of the KNVvL and whether they are present for guiding his / her flight. If one of these requirements is not met, the student must refrain from starting with a paraglider (for all details see the prevailing regulations on the KNVvL website: <https://www.knvvl.nl/paragliding/>)

Article 25. During our courses all students flying on equipment from Paragliding Holland are insured for third party liability up to a maximum of € 1,136,000 per event, if and insofar as their liability is not insured elsewhere. Students who have their own equipment need to have their own third party liability insurance.

Article 26. Good health is required for practicing paragliding. Every student must complete and sign a personal medical statement that is printed in our PaHo flight logbook. This medical statement must be valid at all times.

Liability

Article 27. Paragliding Holland is not liable for damage resulting from the use of any article or service supplied by PaHo. By following a course or purchasing and using any item or service, the buyer / user accepts full responsibility.

Article 28. The student indemnifies Paragliding Holland against claims from third parties.

Article 29. If the customer requests that we ship a glider, harness, or other equipment on their behalf to a repair facility, manufacturer, or other service provider for repair or inspection, we act solely as the sender arranging the shipment. Although we take the utmost care in preparing and dispatching all shipments, we cannot be held liable for the loss, theft, or damage of the package during transport beyond the amount actually reimbursed to us by the carrier. Any loss or damage exceeding this reimbursement shall be borne by the customer. For international shipments, we always use an insured shipping service. In such cases, our liability remains limited to the amount actually paid out by the carrier or its insurer.

Transport

Article 30. It may happen that you as a student will drive the PaHo bus. This can also concern a rented bus. We would like to draw your attention to the fact that the bus only has third party liability insurance. Damage to the bus, the contents or the passengers caused by you are not covered by our insurance and can thus be claimed upon you. Any fines are also at the expense of the driver.

Complaints

Article 31. Complaints must be brought to the attention of Paragliding Holland within 14 days after delivery of the goods on pain of inadmissibility. Complaints with regard to defects that by their nature cannot be observed within the stipulated period of 14 days must be submitted immediately after the buyer has become aware of the defect or defects, but never later than one month after delivery. A complaint can never be made if the goods delivered to the buyer have undergone processing, have been used, have become dirty or have been damaged. This insofar as it falls outside the normal warranty conditions of the manufacturer.

Customer discount

Article 32. A student is entitled to our customer discount if he / she has purchased a new, complete flight set from Paragliding Holland. A flight set is understood to include at least: paraglider, harness and emergency parachute. The customer discount for courses applies as long as the customer participates in our courses with this flight set. When a part of this flight set is sold (for example, paraglider), the customer discount is canceled. The discount applies only to selected courses. The website specifies for each course whether the customer discount is applicable.

Changes to information and prices

Article 33. If it appears that minor changes to the data stated in a brochure or on this website are necessary or desirable, Paragliding Holland may change these data at its own discretion. The aforementioned changes will be communicated to the students as soon as possible via the website and PaHo Newsletter sent by e-mail.

Article 34. All prices and dates subject to change.

Final provisions

Article 35. Disputes under this agreement will be submitted to the competent court.

Article 36. Dutch law will apply to this agreement at all times.