

## TERMS AND CONDITIONS

Paragliding is an outdoor sport and thus depends on weather conditions, in particular natural wind. Since the safety of all engaged in tandem flight is of the utmost importance, Tandemski poleti Ambrož Mikelj s.p., Lopata 59/A, 3000 Celje (hereinafter referred to as: Organiser) reserves the right to postpone or cancel the flight due to unfavourable weather conditions.

### 1. RESPONSIBILITY OF PARTICIPANTS (PASSENGERS)

- A passenger of a tandem flight shall undertake to protect the natural environment by not leaving litter, picking plants or disturbing animals.
- All passengers are treated equally.
- A passenger must act with responsibility to other people's property (means of transport, equipment leased for executing the flight, etc.) and not damage it intentionally.
- If the respective property is lost or intentionally damaged, the passenger undertakes to reimburse all costs incurred for repair or purchase of new equipment by paying an advance for lost or intentionally damaged other people's property in the amount determined by the organiser based on an obtained price of its supplier. The final settlement shall be executed after the receipt of lost or intentionally damaged property of other people.
- Passengers must not put themselves and others at risk through their own actions.
- The passenger must not be under the influence of alcohol, psychoactive or other intoxicating substances during the tandem flight.
- The passenger must be at the agreed place at the agreed time. If a passenger is late for the agreed tandem flight appointment (excl. force majeure), it is deemed that the tandem flight has been performed.
- The passenger must follow all instructions of the pilot appointed by the organiser.
- If the foregoing responsibilities are not observed, the tandem flight is not carried out.

### 2. PREGNANCY AND CHRONIC DISEASE

- A passenger with the following conditions or diseases must notify (disclose) the organiser at the time of booking: pregnancy, heart diseases, elevated blood pressure, bone issues (e.g.

## POGOJI POSLOVANJA

Jadrarno padalstvo je zunanji šport, kar pomeni, da je odvisno od vremenskih, predvsem vetrnih pogojev v naravi. Prva skrb je varnost vseh udeležencev tandemskega poleta, zato si organizator Tandemski poleti Ambrož Mikelj s.p., Lopata 59/A, 3000 Celje (v nadaljevanju organizator) pridržuje pravico do preložitve ali odpovedi poleta zaradi neustreznih vremenskih razmer.

### 1. ODGOVORNOST UDELEŽENCA

- Udeleženec tandemskega poleta se zaveže varovati naravno okolje, tako da ne odmetava odpadkov, trga rastlinja ali plaši živali.
- Vse udeležence poleta se obravnava enakopravno.
- Do tuje lastnine (prevozno sredstvo, izposojena oprema za izvedbo poleta ...) se je udeleženec dolžan vesti odgovorno, tako da je ne poškoduje namerno.
- V primeru izgube ali namernega poškodovanja tuje lastnine, se udeleženec zaveže poravnati vse nastale stroške popravila ali nakupa nove opreme, tako da takoj plača akontacijo za izgubljeno ali namerno poškodovano tujo lastnino, ki jo določi organizator na osnovi pridobljene cene dobavitelja le-te. Dokončni poračun se izvede po prejemu izgubljene ali namerno poškodovane tuje lastnine.
- S svojimi dejanji udeleženec ne sme ogroziti sebe ali drugih.
- Udeleženec ne sme biti pod vplivom alkohola, psihoaktivnih ali drugih opojnih substanc v času izvedbe tandemskega poleta.
- Udeleženec je dolžan biti ob dogovorjenem času na dogovorjenem mestu. Če udeleženec zamudi dogovorjeni termin (razen v primeru višje sile), se šteje, da je bil tandemski polet izveden.
- Udeleženec mora upoštevati vsa navodila pilota organizatorja.
- V primeru kršitev predhodno navedenih odgovornosti se tandemskega poleta ne izvede.

### 2. NOSEČNOST IN KRONIČNE BOLEZNI

- Udeleženec z naslednjimi stanji ali boleznimi je odgovoren le-te sporočiti (povedati) ob postopku rezervacije: nosečnost, srčne bolezni, povišan krvni pritisk, težave s kostmi (npr. osteoporoza, artritis), izpah, epilepsija, nevrološke težave ter funkcionalna oviranost (invalidnost, slepota,

osteoporosis, arthritis), dislocation, epilepsy, neurological issues and functional limitations (disability, blindness, deafness, mental illness). The above-stated conditions and diseases are not necessarily an obstacle to carry out the tandem flight. In these cases, an additional consultation with the organiser is required after obtaining the preliminary opinion of physician, and the performance of the tandem flight may be adjusted.

### **3. RESPONSIBILITY OF THE ORGANISER**

- The passenger's preferred appointments for tandem flight stated upon booking are approximate.
- The organiser confirms the final appointment for the tandem flight to the passenger at least one day before the preferred appointment for performing the tandem flight.
- The organiser proposes another appointment for executing the tandem flight in the event of unfavourable weather conditions and immediately notifies the passenger thereof and thus reserves the right to change the agreed appointment.
- The preliminary information on duration of the entire activity or tandem flight is only for information purposes and thus deemed an approximate estimate.
- The organiser is only responsible for costs of transport related to the tandem flight.

### **4. BOOKING**

- You can book a tandem flight on the organiser's website, by email, phone or in person.
- Booking a tandem flight on the organiser's website is possible upon pre-payment.
- Booking a tandem flight by email, phone or in person is possible upon payment of a pro-forma invoice.
- Booking a tandem flight using a gift voucher is possible by email, phone or in person.
- The booking applies as a contract, booking certificate and confirmation of familiarisation with all Terms and Conditions.

### **5. GIFT VOUCHER**

- You can purchase a gift voucher on the organiser's website, by email, phone or in person as a form of prepayment.
- The value of a gift voucher cannot be requested in the form of cash payment.
- A gift voucher is valid for the period of 1 year from the receipt of payment price indicated on the voucher.

gluhost, duševne bolezni). Našteta stanja in bolezni niso nujno ovira za polet. V takih primerih je potreben dodatni posvet z organizatorjem po predhodnem mnenju zdravnika in morebitna prilagoditev izvedbe poleta.

### **3. ODGOVORNOST ORGANIZATORJA**

- Udeleženci želeni termini tandemskega poleta, navedeni ob rezervaciji, so okvirni.
- Dokončni termin organizator potrdi udeležencu najmanj en dan pred prvim želenim udeležencem terminom izvedbe tandemskega poleta.
- Organizator predlaga nadomestni termin v primeru neugodnih vremenskih razmer, o čemer seznanjeni udeleženci takoj, ko nastopijo neugodne vremenske razmere, in si s tem pridržuje pravico do spremembe dogovorjenega termina.
- Predhodna informacija o trajanju izvedbe celotne aktivnosti oz. samega tandemskega poleta je zgolj informativne narave in je približna ocena.
- Organizator je odgovoren samo za stroške transporta povezanega s tandemskega poletom.

### **4. REZERVACIJA**

- Rezervacija tandemskega poleta se lahko opravi preko organizatorjeve spletne strani, elektronske pošte, telefona ali osebno.
- Rezervacija tandemskega poleta preko organizatorjeve spletne strani je mogoča na način predhodnega plačila.
- Rezervacija tandemskega poleta preko organizatorjeve elektronske pošte, telefona ali osebno je mogoča na način plačila po predračunu.
- Rezervacija tandemskega poleta z darilnim bonom je mogoča preko organizatorjeve elektronske pošte, telefona ali osebno.
- Rezervacija velja kot pogodba, potrdilo o rezervaciji in potrditev seznanitve z vsemi Pogoji poslovanja.

### **5. DARILNI BON**

- Nakup darilnega bona se lahko opravi preko organizatorjeve spletne strani, elektronske pošte, telefona ali osebno na način predhodnega plačila.
- Vrednosti darilnega bona ni mogoče zahtevati v obliki gotovinskega plačila.
- Darilni bon velja 1 leto od datuma prejetega plačila, ki je naveden na bonu.

### **6. ODPOVED TANDEMSKEGA POLETA**

- O morebitni odpovedi tandemskega poletaja udeleženec dolžan obvestiti organizatorja.
- Vse nastale stroške povezane z odpovedjo s strani udeleženca nosi udeleženec tandemskega poleta.

## 6. CANCELLING A TANDEM FLIGHT

- If a passenger cancels the flight, he/she must notify the organiser thereof.
- All costs incurred in relation to cancellation made by the passenger are borne by the passenger of the tandem flight.
- If the tandem flight is cancelled by the passenger, the following terms and conditions apply:
  - Cancellation up to one week before the booked appointment: total amount is reimbursed
  - Cancellation from one week to 48 hours before the booked appointment: the amount of EUR 50.00 is retained, the remaining amount is reimbursed
  - Cancellation less than 48 hours before the booked appointment: no reimbursement
- If the tandem flight is cancelled by the organiser (due to unfavourable weather conditions), the total amount is reimbursed.

## 7. PRICE

- The price stated in the price list on the organiser's website applies upon confirming the booking.
- The price is in EUR including VAT.
- The organiser reserves the right to change the price or change or cancel an individual service; the respective change or cancellation must be published in advance in writing on its website. The change starts to apply one day after its publication.

## 8. METHOD OF PAYMENT

- Methods of payment are as follows: prepayment or payment after the performed tandem flight.
- Prepayment can be executed by a pro-forma invoice or through an online credit card payment system (Mastercard, Visa).
- Payment after the performed tandem flight can be executed in cash or by credit card (Mastercard, Maestro, American Express, V Pay, Visa).
- A gift voucher can be paid by a pro-forma invoice or through an online credit card payment system (Mastercard, Visa).
- The payment date for the tandem flight is the date on which the organiser receives the payment on its bank account.
- In executing prepayment, proof of payment must be submitted on the day of the flight.

## 9. INSURANCE AND RESPONSIBILITY

- A passenger of a tandem flight is insured only for the duration of tandem flight (from the take-off to the landing), namely in the amount of total

- V primeru odpovedi tandemskega poleta s strani udeleženca veljajo naslednji pogoji:
  - Odpoved do enega tedna pred rezerviranim datumom: povrnjen celoten znesek.
  - Odpoved od enega tedna do 48 ur pred rezerviranim datumom: 50,00 EUR se zadrži, preostali znesek se povrne.
  - Odpoved krajša od 48 ur pred rezerviranim datumom: ni vračila.
- V primeru odpovedi tandemskega poleta s strani s organizatorja (zaradi neustreznih vremenskih pogojev) je povrnjen celoten znesek.

## 7. CENA

- Pri rezervaciji velja cena objavljena v Ceniku na spletni strani organizatorja v trenutku potrditve le-te.
- Cena je navedena v evrih in vključuje DDV.
- Organizator si pridržuje pravico do spremembe cene ter spremembe oz. ukinitve posamezne storitve, kar predhodno pisno objavi na svoji spletni strani. Sprememba začne veljati naslednji dan po objavi.

## 8. NAČIN PLAČILA

- Načina plačila sta: predhodno plačilo ali plačilo po izvedenem tandemskega poletu.
- Predhodno plačilo je možno po predračunu ali preko sistema spletnega plačevanja s kartico (Mastercard, Visa).
- Plačilo po izvedenem tandemskega poletu je možno z gotovino ali s kartico (Mastercard, Maestro, American Express, V Pay, Visa).
- Darilni bon je možno plačati po predračunu ali preko sistema spletnega plačevanja s kartico (Mastercard, Visa).
- Datum plačila tandemskega poleta je datum na katerega organizator prejme plačilo na transakcijski račun.
- Pri predhodnem plačilu je potrebno na dan poleta predložiti dokazilo o plačilu.

## 9. ZAVAROVANJE IN ODGOVORNOST

- Udeleženec tandemskega poleta je zavarovan samo za čas tandemskega poleta (od vzleta do pristanka) in sicer kombinirano skupno zavarovalno vsoto v višini 1.500.000,00 EUR za škodo povzročeno tretjim osebam, potnikom (udeležencem) in tovoru.
- Udeleženec je zavezan slediti navodilom pilota organizatorja. V primeru, da udeleženec ne upošteva navodil pilota organizatorja, je organizator oproščen kakršnekoli odgovornosti.
- Odgovornost vsakega udeleženca je, da ima

insurance of EUR 1,500,000.00 for damage caused to third parties, passengers (participants) and cargo.

- The passenger must follow the instructions of the pilot appointed by the organiser. If the passenger fails to follow the instructions of the pilot appointed by the organiser, the organiser is relieved of responsibility.
- The responsibility of every passenger is to have appropriate health insurance established which covers potential diseases and accidents before and after the tandem flight (before take-off and after landing).

#### **10. CLAIMS**

- A participant can report a complaint to the organiser's website, e-mail, by phone or in person.
- The organiser shall address each complaint and claim in accordance with provisions of the Consumer Protection Act.
- The organiser shall notify the passenger on the results of proceedings and further actions according to the deadlines stipulated by the applicable legislation.
- The organiser shall not be responsible for any damage caused by the passenger's non-compliance with the respective responsibility (Item 1 - Responsibility of participants (passengers) of these Terms and Conditions).

#### **11. PERSONAL DATA PROTECTION AND COOKIES**

- By making a booking the passenger agrees that the organiser with the purpose to fulfil rights and obligations under the General Terms and Conditions collects and processes personal data required and suitable for completing the booking, communication and performance of a tandem flight.
- The passenger shall be responsible for veracity and accuracy of his/her personal data submitted to the organiser.
- The organiser shall collect and process personal data pursuant to the applicable provisions of the General Data Protection Regulation (EU).
- At the request of data subject, the organiser must supplement, correct, block or delete personal data, which the data subject proves incomplete, inaccurate or not updated, or collected or processed contrary to the applicable legislation. The data subject shall lodge the request for deletion of personal data or change regarding the processing of personal data concerning him/her pursuant to these Terms and Conditions and the General Data Protection Regulation (EU) by sending an email to: kumuluspara@gmail.com.

ustreznozdravstveno zavarovanje, ki krije morebitne bolezni in nesreče za čas pred in po samem tandemskem poletu (pred vzletom in po pristanku).

#### **10. REKLAMACIJA**

- Udeleženec lahko prijavi reklamacijo preko organizatorjeve spletne strani, elektronske pošte, telefona ali osebno.
- Vsako pritožbo in reklamacijo bo organizator obravnaval v skladu z določili Zakona o varstvu potrošnikov.
- O rezultatu postopka in nadaljnjih korakih bo organizator obvestil udeleženca v skladu z roki, ki so določeni z veljavno zakonodajo.
- Organizator ne odgovarja za morebitno nastalo škodo, ki nastane zaradi neupoštevanja odgovornosti udeleženca (točka 1 Odgovornost udeleženca teh Pogojev poslovanja).

#### **11. VARSTVO OSEBNIH PODATKOV IN PIŠKOTKI**

- Z rezervacijo udeleženec soglaša, da organizator z namenom izpolnjevanja pravic in obveznosti določil splošnih pogojev, zbira in obdeluje osebne podatke, ki so potrebni in primerni za izpolnitev rezervacije, komunikacijo ter izvedbo tandemskega poleta.
- Udeleženec odgovarja za resničnost in točnost osebnih podatkov, ki jih posreduje organizatorju.
- Organizator osebne podatke zbira in obdeluje skladno z veljavnimi določili Splošne uredbe EU o varstvu podatkov (GDPR).
- Na zahtevo posameznika na katerega se nanašajo osebni podatki mora organizator dopolniti, popraviti, blokirati ali izbrisati osebne podatke, za katere posameznik dokaže, da so nepopolni, netočni ali neažurni ali da so bili zbrani ali obdelani v nasprotju z zakonom. Zahtevo za izbris osebnih podatkov ali spremembo v zvezi z obdelavo osebnih podatkov, ki se nanašajo nanj, skladno s temi pogoji in Splošno uredbo EU o varstvu podatkov (GDPR) posameznik poda pisno na elektronsko pošto: kumuluspara@gmail.com.
- Posameznik ima skladno z določili Splošne uredbe EU o varstvu podatkov (GDPR) pravico do seznanitve z obdelavo osebnih podatkov, ki se nanašajo nanj. Ta pravica vključuje pravico vpogleda v njegove osebne podatke pri organizatorju, pravico do posredovanja izpisa zbranih osebnih podatkov, ki se nanašajo nanj, njihovo prepisovanje, kopiranje, pravico do posredovanja informacije o obdelovanju njegovih osebnih podatkov in druge pravice skladno z določili Splošne uredbe EU o varstvu podatkov (GDPR).

- As per the provisions of the General Data Protection Regulation (EU), the data subject has the right to be notified on the processing of personal data concerning him/her. This right includes the right of access to the respective personal data with the organiser, the right to submit the printout of collected personal data concerning him/her, their copying, right to submitting information on processing his/her personal data and other rights pursuant to provisions of the General Data Protection Regulation (EU).
- By visiting, browsing and using the website, the data subject agrees that the organiser with the purpose of familiarising with the number of visitors of its website and improvement of content and use of website collects general, non-personal data on visits of the website, such as IP address used by the user to access the website, access time or use of the website, web page or content accessed by the user on the website, place and country of access, keywords used to find the web address and internet address of the website of the referrer from which the user accessed the website of the organiser.

## **12. COPYRIGHT PROTECTION**

- The organiser is the exclusive owner of the name, trademarks and service marks, signs and slogans.
- The concept design of the web page and trademark are wholly and exclusively owned by the organiser.
- All rights reserved.
- All content and services accessible on web pages or the website originating from copyright works are protected pursuant to the applicable legislation in the field of protection of intellectual property rights.
- In the event of infringement of intellectual property rights, the organiser shall take action pursuant to the applicable legislation.

## **13. VALIDITY**

- The Terms and Conditions apply from 01/01/2019.
- If the Terms and Conditions change, the changes are published on the website of the organiser and apply a day after the changes are announced.

- Z obiskom, brskanjem in uporabo spletnega mesta posameznik soglaša, da organizator z namenom seznanitve z obiskanostjo svojega spletnega mesta ter izboljševanja vsebin in uporabnosti spletnih strani zbira splošne, neosebne podatke o obisku spletnega mesta, kot so naslov IP, prek katerega uporabnik dostopa do spletnega mesta, čas dostopa oz. uporabe spletnega mesta, strani oz. vsebine do katerih uporabnik dostopa na spletnem mestu, kraj in država iz katere uporabnik dostopa, ključne besede po katerih uporabnik najde spletni naslov in internetni naslov spletnega mesta napotitelja, s katerega uporabnik dostopi do spletnega mesta organizatorja.

## **12. ZAŠČITA AVTORSKIH PRAVIC**

- Organizator je izključni lastnik imena, blagovnih in storitvenih znamk, znakov in sloganov.
- Oblikovna zasnova spletne strani in blagovna znamka sta v celoti in izključno last organizatorja.
- Vse pravice so pridržane.
- Vse vsebine in storitve, dostopne na spletnih straneh oz. spletnem mestu, ki izvirajo iz avtorskega dela, so zavarovane skladno z veljavno zakonodajo s področja varstva pravic intelektualne lastnine.
- V primeru kršitev pravic intelektualne lastnine bo organizator ukrepal skladno z veljavno zakonodajo.

## **13. VELJAVNOST**

- Pogoji poslovanja veljajo od 1. 1. 2019 dalje.
- V kolikor se pogoji poslovanja spremenijo, se spremembe objavijo na spletni strani organizatorja in veljajo naslednji dan po objavi sprememb.

