

GENERAL TERMS AND CONDITIONS

I. General provisions

BLUE SKY AVIATION s.r.o, IČO (Company Identification No.): 02238276, DIČ (Tax Identification No.): CZ02238276, with its registered office at V Sedlci 249/4a, 160 00 Prague 6, registered in the Commercial Register kept by the Municipal Court in Prague under file number C 217178 provides aerial work on the basis of the Declaration in accordance with Commission Regulation (EU) 965/2012 on air operations. BLUE SKY AVIATION s.r.o. is also an approved training organization CZ/ATO-043.

BLUE SKY AVIATION s.r.o. operates the BLUESKYADVENTURES.CZ website and provides services through this website.

These General Terms and Conditions govern contractual relationships and define the rights and obligations between BLUE SKY AVIATION s.r.o. and the party ordering the service, or a third party on whose behalf the service is ordered or who is using the service. All such contractual relationships are governed by the generally binding legislation of the Czech Republic and these General Terms and Conditions. If the contracting party is a consumer, the relations not addressed by the General Terms and Conditions shall be governed by the Civil Code (Act No. 89/2012 Coll. as amended) and the Consumer Protection Act (Act No.634/1992 Coll. as amended). If the contracting party is a different entity, it shall be governed by relations not governed by the General Terms and Conditions and the Civil Code (Act No. 89/2012 Coll. as amended).

II. Definition of Terms

Consumer contract - purchase contract, contract for work or, as the case may be, other contracts whereby the contracting parties are the entrepreneur on one side and the consumer on the other; a consumer is any person who, in concluding the contract with the entrepreneur or otherwise dealing with him/her, does not act within the scope of his/her business activities or within the independent performance of his/her profession.

The service provider or provider (BLUE SKY AVIATION s.r.o.) - is a person who, in concluding and performing the contract, acts within the framework of its business or other entrepreneurial activities; it is an entrepreneur who provides services directly or through another entrepreneur (hereinafter referred to as "service supplier").

The party ordering the service or also the ordering party –

1. the ordering party may be a consumer, that is, a person who, in concluding and performing the contract, does not act within the scope of his/her business or other entrepreneurial activities; it is a natural person or legal entity who uses the services for purposes other than doing business with such services;
2. the ordering party may also be an entrepreneur who uses the services for the purpose of doing business with these services.

The service recipient or also the recipient - is either the party ordering the services or a third party in whose favor the contract was concluded and who has expressed his/her consent to it or, as the case may be, a third party to whom the beneficiary of the service has transferred his/her rights and obligations resulting from the contract.

Conclusion of the contract - the customer's order is a draft of the contract and the contract itself shall be concluded at the moment of delivery of the binding consent of the service provider to the customer together with the draft (confirmation of the order by the service provider); from this moment mutual rights and obligations arise between the provider and the customer. If the contract is concluded in favor of a third party, it becomes legitimate only at the moment when the third party expresses agreement to the contract; until such time as the third party has given its consent, the contract shall have effect only between the contracting parties that have concluded it - until then, the contracting party, who ordered the performance in favor of the third party, has the right to fulfill the performance (the same applies if the third party has denied consent).

The recipient of the services confirms that he/she agrees with these General Terms and Conditions when booking a specific date for the provision of the service. By using a gift voucher, the recipient of services shall be deemed to have given his/her consent to these Terms and Conditions.

The service is all services provided by the provider to the customer or the recipient of the service under the terms and conditions set forth in these General Terms and Conditions.

A gift voucher is a voucher that proves that the customer or the recipient of the service is authorized to use the service stated on the voucher under the terms and conditions set forth in these General Terms and Conditions. This is also used as a ticket for the aircraft.

III. Information on the concluded contract and the General Terms and Conditions

By placing an order (i.e. a draft of the contract), the ordering party confirms that he/she has become familiar with these General Terms and Conditions and that he/she unreservedly and fully agrees with them. These General Terms and Conditions form an integral part of the concluded contract.

The contract is concluded in the Czech language, unless otherwise agreed by the contracting parties. These General Terms and Conditions are displayed at www.blueskyadventures.cz.

IV. Personal data protection

The personal data of the customer or the recipient of these services necessary for communication with such persons shall be used solely for the purposes of performing the contract, including booking services (activities) or making changes to such bookings. Together with confirming that he/she agrees with these General Terms and Conditions, the ordering party or the recipient of services hereby agrees that his/her personal data in the form of contact details (name, surname, telephone number,

email and address) be used for the purposes of performance of the contract and for internal evaluation and analyses purposes.

In cases whereby the recipient of the service is a person different from the ordering party, his/her personal data may be used solely for the purposes of performing the contract; any further processing of his/her personal data requires his/her express consent.

The ordering party or the third party in whose favor the contract is concluded, has the right to access his/her personal data and the right to correct it, including other legal rights to such data. He/she also has the right to withdraw his/her consent to the processing of personal data at any time; this must be done in writing. The personal data of customers is kept in accordance with the generally binding legislation of the Czech Republic, in particular in accordance with the Act on the Protection of Personal Data (Act No. 101/2000 Coll., as amended). All data obtained from customers is used solely for the internal use of the service provider and is not shared with third parties. Exceptions include external service suppliers and third parties who deliver goods and obtain the minimum customer personal data required to perform the contract (name, surname, address, telephone number and email). Together with confirming that he/she agrees with these General Terms and Conditions, the ordering party or the recipient of services hereby agrees that Czech Post (Česká pošta s.p.) use the aforementioned data for the purpose of delivery of the ordered goods and further that Czech Post is permitted to authorize third parties for this purpose.

Customer personal data is fully secured against unauthorized use. Data is stored electronically and is not shared with third-party applications.

Together with confirming that he/she agrees with these General Terms and Conditions, the ordering party or the recipient of services hereby agrees to the sending of information regarding the service provider's upcoming activities (i.e. discounts, events, etc.).

For statistical purposes, the service provider evaluates information on the use of the www.blueskyadventures.cz website (such as the number of users visiting this site, the locations from where the website was accessed). This information is numerical only (without any personal data) and shall be used for internal analysis to improve the quality of the service provider's website.

All materials and information on the service provider's website is solely the intellectual property of this company or the persons cooperating with the company. This material and information may not be used or modified in any way without the consent of the service provider.

The service provider's website may contain links to other third-party websites; the service provider is not responsible for the content of such websites, nor is it responsible for the services they offer.

V. Subject of the Contract

1. Subject of the contractual relationship

The subject of the contractual relationship is the obligation of the service provider to ensure the delivery of the services described in the contract (i.e. the order and its confirmation) and the ordering party's obligation to pay the provider the agreed price for the provision of these services and to use these services in accordance with the specified conditions. A contractual relationship arises between the ordering party and the service provider upon delivery of an order confirmation from the provider to the ordering party (i.e. at the time of the conclusion of the contract).

2. Order

Services can be ordered via the service provider's website, by telephone or by email. The order is a proposal by the ordering party for the conclusion of a contract, the subject of which shall be the provision of the service specified in the order, under the terms and conditions stipulated in the order and in these General Terms and Conditions.

An airplane/balloon flight or an airplane/balloon flight gift card, or airplane/balloon rental can be ordered.

For telephone or email orders, the ordering party shall receive the General Terms and Conditions together with an order confirmation for the service. By placing an order over the phone or via email, the ordering party confirms that he/she has familiarized him/herself with the General Terms and Conditions and agrees with the conclusion of the contract under the conditions specified therein.

In such cases, the contract between the service provider and the ordering party is concluded upon payment of the service in accordance with Article VII of these General Terms and Conditions.

3. Using up of ordered services, validity and reservation

The ordered service or gift voucher for the ordered service can be used in order to use up the service specified therein. If the client wishes to use another service on the basis of a confirmed order or gift voucher, this is possible further to verbal or written agreement by the provider. The customer shall select another service from the services on offer. The difference in price shall be paid by the customer to the provider's account prior to the service being provided, unless agreed otherwise. If the customer exchanges the ordered service for a service at a lower price, the provider shall not refund the price difference. It is only possible to exchange a specific service for another specific service once.

In order to avoid any doubt, the service provider expressly declares in the contractual terms of the contract between the service provider and the recipient of the service that the service provider is not obliged to exchange the service ordered or the gift voucher for the service for the cash equivalent.

The validity for use of the service specified in the order/on the gift voucher is determined by the date the order/gift voucher was purchased and is always 12 months from the date of purchase. The validity of the gift voucher is marked on the gift voucher.

During the period of validity of the service ordered or the gift voucher for the service, the recipient of the service must reserve the date of use of a specific service in accordance with this article of the General Terms and Conditions, otherwise the order/gift voucher shall be rendered invalid. The validity of the order/gift voucher may be further extended by mutual agreement with the service provider by up to 6 months provided that the customer avails of his/her entitlement to the service within a period of less than 12 months from the date of purchase of the service. The extension of the validity of the order/gift voucher must be confirmed in writing by the service provider.

Upon expiry of the period of validity of the order/gift voucher, the service recipient loses his/her rights to the service and the service provider's obligation ceases. In such cases, the service provider is entitled to contractual payment equal to the amount paid for the service for breach of the ordering party's obligation to use the service under the specified conditions in accordance with Article V, par. 1, of these General Terms and Conditions.

The authorization to use the service may be transferred to a third party, in which case the person transferring that authorization is obliged to inform the new authorized person of the rights and obligations arising from the contract.

The reservation of the date and place of use of a specific service must be agreed with the service provider so that the service is used up by the end of the period of validity of the order/gift voucher. The booking request should be made within a stipulated time period prior to the requested date of use of the service.

The deadline for submitting the booking request is always included in the Flight Information, which is part of the order/gift voucher; the deadline for submitting the booking request varies according to the nature of the particular service.

When placing an order, the recipient of the service shall submit a booking request for the date and place of provision of the service using the booking form at www.blueskyadventures.cz or later by telephone, email or via the contact form at www.blueskyadventures.cz. The service provider undertakes to confirm the date and place booked or offer an alternative date and place for the service provider to use the service, at the latest within 10 working days from the date of receipt of the request. After confirmation of the proposed date by the recipient, the service provider shall send a binding reservation to the recipient of the service by email, rendering the reservation binding.

4. Cancellation of the reservation

A) Recipient of the service:

The recipient of the service is entitled to cancel the service in general no later than 1 working day prior to the scheduled date of the service (within the provider's working hours, 8 a.m. - 5 p.m.) and to agree on a new date within the period of validity of the confirmed order/gift voucher. If a different time period for canceling the booking of the ordered service is contained in the Flight Information, the period therein is valid, not the one working day time period specified in the previous sentence.

If the recipient of the service breaches his/her contractual obligations in accordance with the previous paragraph and the booking is canceled later than within the specified time period, the recipient of the service is entitled to request a new booking within the validity period of the order/gift voucher, but is obliged to pay the provider a contractual payment corresponding to the costs incurred by the service provider or service supplier in connection with the original reservation, but no more than the price of the service ordered. If the customer does not turn up at all to use the service, he/she shall no longer be entitled to make a new booking and shall be obliged to pay the provider a contractual payment in the amount of the ordered service.

b) Provider of the service:

The provider is entitled to cancel the service no later than 1 working day before the scheduled date of the service (during working hours until 5 p.m.). The recipient of the service is entitled to agree on a new date within the period of validity of the order/gift voucher, or to agree on an extension of the validity of the order/gift voucher so that a booking can be made for the earliest possible available date.

In the event of a cancellation by the provider later than the above-mentioned time period, the recipient of the service shall be entitled to compensation for damages incurred that are directly connected with the cancellation of the booking (e.g. transport costs to the place where the service is to be provided), up to a maximum of the price of the service ordered. In such instances, the recipient of the service is entitled to agree on a new date within the period of validity of the order/gift voucher or, if it is not possible to book a date within the period of validity of the order/gift voucher, for the earliest possible date.

However, if the reservation is canceled due to a technical fault involving the equipment being used in the performance of the contract or due to adverse weather conditions that renders it impossible to safely perform the service or another force majeure, the recipient of the service shall be entitled to agree on a new date within the period of validity of the order/gift voucher, or, if it is not possible to book a date within the period of validity of the order/gift voucher, for the earliest possible date. However, in such instances, the service recipient shall not be entitled to compensation for damages incurred in connection with cancellation of the reservation.

In the case of certain services, specific cancellation terms may apply. These terms are always listed in the Flight Information, which is part of the ordered service.

VI. Rights and obligations of the contracting parties

1. General rights and obligations

The recipient of the service is obliged to assess whether he/she is healthy and physically fit to safely participate in the selected service. Information on any limitations that may apply to some of the activities on offer (e.g. age, health and physical fitness, medical examination requirements, if applicable) are specified in the list of services offered by the provider for each service offered and are also given in the Flight Information, which forms an integral part of each order confirmation. The recipient of the service participates in the selected service entirely at his/her own responsibility.

The recipient of the service is obliged to obtain all the necessary documents for the use of the service (e.g. travel documents, insurance, medical examination, etc.). The list of required documents is always given in the Flight Information, which forms an integral part of the order confirmation.

The service provider shall not be liable for any damages resulting from the invalidity or incompleteness of the necessary documents provided by the recipient of the service.

The recipient of the service is obliged to come at his/her own expense at the agreed time and place of provision of the service.

The recipient of the service is obliged to come to the place where the service is to be provided with an order confirmation/gift voucher for this service containing the number of the order confirmation/gift voucher given in the binding reservation received by email and to hand over the order confirmation/gift voucher to the supplier of the services (or his/her representative/subcontractor/person responsible) at the place of provision of the service. If the recipient fails to submit the order confirmation/gift voucher prior to the service being delivered, the reservation shall be regarded to be a late cancellation/not canceled on the part of the recipient of the service and the consequences stated in Article V, paragraph 4 a) of these General Terms and Conditions shall apply; i.e., the same consequences as if the client does not turn up.

The service provider shall assume no responsibility in the event that the recipient communicates or otherwise makes available, whether voluntarily or negligently, the order number/gift voucher to a third party and a third person abuses this information to use the service provider's services instead of the recipient of the service.

The ordering party is obliged to provide an escort and adult supervision if the recipient of the service is under the age of 15 or, as the case may be, in the event of the recipient being under the age of 18, to obtain the consent of his/her legal guardian, provided that he/she is not accompanied by his/her guardian.

The service provider undertakes, through a service supplier, to ensure that a responsible person is present at the place the service is provided who shall train the recipient of the service and acquaint

him/her with all the obligations and conditions that must be followed during the rendering of the service.

The recipient of the service is responsible for damages caused to the service provider or his/her service supplier during the use of the services if such damages are as a result of breach of the instructions given by the person in charge with which the recipient was familiarized prior to the provision of the service or through an order confirmation/gift voucher and/or instructions.

If interested, the recipient of the service has the option of using other services offered by the service supplier in addition to the services purchased from the service provider, but only on the basis of direct agreement with the service provider. In this case, the recipient of the service is obliged to pay the price of these services directly to the service supplier.

VII. Price and payment conditions

1. Prices of the services provided

Prices of the services on offer are always given on the service provider's website. The price of the service in accordance with a specific contract is always stated on the order and on the invoice sent to the customer upon request. Prices are always listed inclusive of the applicable VAT rate, unless the price is explicitly stated to be exclusive of VAT. The price can only be paid by the ordering party using the method of payments listed for the individual services at <http://www.blueskyadventures.cz>.

Payment must be made in Czech crowns. In the case of a bank transfer, the customer shall pay all bank charges so that the service provider has the agreed price for the service credited in full to his/her bank account.

If the price is covered by a voucher issued by a third party accepted by the seller, the validity period of the voucher is governed by the rules set by the third party who issued the voucher. Such vouchers cannot be exchanged for cash, nor is the recipient entitled to a cash refund of the difference between the value of the voucher and the price of the ordered goods. The list of vouchers accepted by the seller is available at www.blueskyadventures.cz.

2. Price for gift packaging and transport

The cost of the packaging and delivery of the gift voucher in the gift package shall be added to the cost of the services provided (viz. previous paragraph). Prices are listed at <http://www.blueskyadventures.cz>.

3. Discounts

Discounts on services cannot be combined with and/or added to other discounts or promotional offers offered by the provider.

VIII. Withdrawal from the contractual relationship

The service provider is entitled to withdraw immediately from the contract in the following cases:

1. In the event of a cancellation by the service supplier of the required service. The service provider is obliged to inform the recipient of the services about the cancellation of the services at the latest when the recipient is booking the services. In such cases, the ordering party is entitled to a refund of the price paid. The contracting parties are also entitled to agree on the provision of an alternative service to the value of the service originally agreed.
2. As a result of a gross breach of obligations by the recipient of the services arising from the contract. In such cases, the service provider is entitled to reimbursement of the costs incurred in connection with the performance of the contract, set at a flat rate of 30% of the cost of the service.

The ordering party has the right to withdraw immediately from the contract in the following cases:

1. In the event of a gross breach of the service provider's obligations arising from the contract.
2. The ordering party who is the consumer has the right to withdraw from the contract within 14 calendar days of receipt of the performance if the contract was concluded remotely (via the internet, email, telephone) without giving any reason and without any penalty. If the customer decides to exercise this right, he/she must deliver the withdrawal from the contract to the service provider no later than 14 days from the receipt of the order confirmation. However, the ordering party who is a consumer, cannot withdraw from the contracts in the cases stipulated in § 1837 of the Civil Code (Act No. 89/2012 Coll., as amended). The ordering party who is a consumer and who withdraws from the contract can do so via email.

Withdrawal from the contract for any of the above reasons by either of the contracting parties must be executed in writing, whereby email form is also understood as written form. Withdrawal from the contract is no longer possible after its use.

IX. Complaints

1. The service provider is obliged to provide the services specified in the list of concrete services offered on the provider's website (www.blueskyadventures.cz) to the recipient of the service in accordance with the concluded contract, these General Terms and Conditions and generally binding legislation.
2. If the service provider fails to fulfill his obligations arising from the contract in a proper and timely manner, the recipient of the service shall be obliged to file a complaint regarding the defects to the service provider without undue delay, but no later than 14 calendar days after the conclusion of the service. If the service has not been provided at all, the recipient of the service is obliged to file a complaint to the provider regarding the defects of the service without undue delay, but no later than 14 calendar days from the first day on which the service was to be provided (when it should have commenced).

3. The customer is obliged to file a complaint in writing (whereby written form is also understood as email form for the purposes of contracts concluded between the service provider and the recipient of the service) and is obliged to state therein the order number and to describe the defects of the service provided.
4. The service provider shall deal with the complaint without undue delay, but no later than within 30 days of the date of the proper filing of the complaint. In the event of a claim being rejected, the service provider shall provide a written explanation to the customer (whereby written form is also understood as email form for the purposes of complaint proceedings).
5. If the recipient of the service duly files a legitimate claim, he/she has the right to have the defects of the service removed and, if this is not possible, he/she is entitled to a reasonable discount on the price, compensation, or to withdraw from the contract. If conditions are given for the withdrawal from the contract for reasons on the part of the service provider, the recipient of services shall be entitled to a refund of the price of the service paid.
6. If, while using the services, the recipient of the service is already aware that the services are not being properly provided, the service provider recommends that the recipient of the service provide evidence of the defects of the service to facilitate any complaint or claim for damages compensation (photographs, videos, witness testimonies, etc.) and to submit them to the service provider when filing the complaint or other claims.

X. Closing provisions

The images displayed for the individual services on the website are illustrative only.

These General Terms and Conditions are valid from 1.7.2017.