

GENERAL CONDITIONS OF SALE

1. PURPOSE :

The present General Conditions (hereinafter GC) are concluded between, on the one hand :
FREEZONE S.A. | Route de la Drague 58 | 1950 SION | Tel. 027 322 92 92 | E-mail : admin@realfly.ch

Hereinafter referred to as "RealFly".

And on the other hand :

Customers who wish to make a purchase or a reservation at RealFly,
Hereinafter referred to as "THE CLIENT".

2. USE OF ELECTRONIC MEANS OF COMMUNICATION :

Users of the www.realfly.ch website are assumed to be familiar with electronic means of communication and are assumed to be aware of the data security risks associated with their use.

3. SALES AND SERVICES :

Any successful purchase is subject to a confirmation message on your web browser and a confirmation email.
The sales contract is deemed to be concluded at the time of confirmation of the purchase.

Obligation of the customer :

The Customer undertakes to provide valid contact details when placing the order and to pay the requested price if paying by invoice.

Right of objection :

The order of an item on the RealFly Shop can be contested by the buyer within a period of 7 days from the conclusion of the sales contract. This objection must be made in writing (e-mail or letter) which RealFly must confirm having received. If the goods have already been delivered to the buyer, he shall return them at his own expense to the address mentioned under point 1 of these general terms and conditions. If the service has already been performed by the customer, the complaint shall not be admissible.

Tickets for Free Fall Simulator flights are non-refundable, but are transferable to a third party. The Free Fall Simulator flights are valid until the date mentioned at the time of ticket purchase and must be presented on the day of the flight.

Tickets for the Free Fall Simulator flights can be extended for three months from the date of expiry for the sum of CHF 30.00 and the fare adjustment in force on the day of the extension.

The beneficiaries of the tickets from the partners are expressly informed that only RealFly's general terms and conditions of sale shall apply to the performance of the activity.

Sales to partners or business owners will be subject to contracts with specific conditions which do not exempt the application of RealFly's general sales conditions.

4. PRICE OF THE SERVICES :

All prices are in Swiss francs, including 7.7% VAT.

Payments can be made by credit card, debit card or bank transfer for mail order payments, or by any other legal form of payment for purchases at the RealFly counter.

Your purchases will appear on your credit card statement under : Freezone S.A.

5. ORDERS, RESERVATIONS, CANCELLATIONS :

The client interested in a service visible on the site www.realfly.ch follows the following process in order to establish his order:

After having made his choice; flights in Free Fall Simulator or other products and after having checked the specificities of his order, the customer pays his order by credit card or other solutions proposed on the site.

The reservation or purchase is only taken into account after full payment of the reservation, tickets or products.

The Free Fall Simulator flights can be postponed by the client, at the latest 48 hours before the scheduled date. Otherwise, the tickets for the Free Fall Simulator flights or the deposit for the flight time reservations will be acquired by RealFly.

In the event of technical impossibility to carry out the flights or force majeure, RealFly may postpone the services at any time.

Free Fall Simulator flights can be postponed by the customer until the expiry date mentioned on the ticket.

In the event that a flight is not possible on the day of booking, for the reasons listed, the deposit is retained and the booking can be postponed for one year from the date of the first payment. After this period, the deposit will be retained by RealFly.

If the client is not present on the day of the Free Fall Simulator flight and at the appointed time, the tickets or deposit will be considered to have been used up.

Any Activity that is interrupted or abbreviated or any Activity that is not consumed due to the beneficiary for any reason whatsoever will not give rise to any reimbursement.

6. INVOICING :

RealFly will issue an invoice to the client for the total amount of the service paid to RealFly. The receipt is available upon request to the customer service by e-mail.

7. SPECIAL INSTRUCTIONS AND FLIGHT CONDITIONS :

It is strictly forbidden to wear jewellery, wedding rings or any other object that could damage the Free Fall Simulator. Trainers are mandatory. We provide you with a wetsuit, goggles, helmet and earplugs. We advise you to make your reservation as soon as possible in order to benefit from the best choice of dates and times. We ask that you allow enough time for your flight to be completed in good conditions and to have an enjoyable time.

The Free Fall Simulator flights are on a fixed schedule. You must respect the schedule you have chosen. It is impossible to stop the Free Fall Simulator because of a delay, once your turn has passed, it will be impossible to postpone it.

The minimum age to fly in our Freefall Simulator is 5 years. There is no maximum age, but health, weight and height criteria can be taken into account.

Underage children must provide parental permission and be accompanied by at least one parent or guardian.

8. HEALTH :

The participant must be in good physical and mental health, and must not have any infection or illness contraindicated to the practice of sports activities, must not have had any recent accident, must not suffer from problems with the lower or upper limbs, the spine, epilepsy and must not be pregnant. RealFly reserves the right to refuse access to the freefall

simulator to persons who do not meet the flight criteria. Participants must report any physical concerns when checking in on the day of the flights.

9. DATA PROTECTION :

RealFly recognises the confidentiality of the information that the buyer communicates to it at the time of the order and undertakes not to divulge this information to third parties in accordance with the Federal Law on Data Protection.

Personal data is only used for the purpose of booking the service. You have a permanent right of access to your personal data, to correct and delete them. In this case, the client must make his request by sending a registered letter to the RealFly address indicated in point 1.

11. APPLICABLE LAW AND JURISDICTION :

In the event of a dispute, the GTC valid at the time of purchase shall be used as the legal basis. These GTC are governed by Swiss law, in particular by Articles 184 et seq. of the Swiss Code of Obligations, to the exclusion of any other foreign legislation. Only the original version in French is valid.

The place of jurisdiction is Sion, Switzerland.

Address in the commercial register of Sion :

Freezone SA
Route de la Drague 58
1950 Sion
CHE-112.989.388

Contact:

Mail: admin@realfly.ch
Telephone: +41.27.322.92.92