

### **Introduction**

This contractual document will govern the General Conditions of contracting products or services (from now on, "Conditions") through the web site [www.flygrancanaria.com](http://www.flygrancanaria.com), property of FLY Gran Canaria SL, from now on, PROVIDER, whose contact details are also shown in the Legal Notice of this Web.

These Conditions can be modified at any time. It is the responsibility of the USER to read them periodically, as those in force at the time of placing orders will be applicable.

The contracts will not be subject to any formality except for the cases expressly indicated in the Civil and Commercial Codes and in this or other special laws.

The acceptance of this document implies that the USER:

- Has read, understands and understands what is stated here.
- Is a person with sufficient capacity to contract.
- Assumes all the obligations set forth herein.

These conditions will have an indefinite period of validity and will be applicable to all the contracts made through the website of the PROVIDER.

The PROVIDER informs that the commerce is responsible and knows the current legislation of the countries to which it sends the products, and reserves the right to unilaterally modify the conditions, without this affecting the goods or promotions that were acquired prior to the modification.

### **Identity of the contracting parties**

On the one hand, the PROVIDER of the products or services contracted by the USER is FLY Gran Canaria SL, with registered office in Madrid, 4 - 35130 Mogán (Puerto Rico) (Las Palmas), NIF B76353572 and with customer/user support email [info@flygrancanaria.com](mailto:info@flygrancanaria.com).

On the other hand, the USER, registered in the web site by means of a user name and password, over which he has full responsibility for the use and custody, and is responsible for the veracity of the personal data provided to the PROVIDER.

### **Object of the contract**

The present contract has the purpose of regulating the contractual relationship of sale and purchase born between the PROVIDER and the USER at the moment in which the latter accepts during the process of contracting online the corresponding box.

The contractual relationship of purchase-sale entails the delivery, in exchange for a determined price and publicly exposed through the website, of a specific product or service.

## **Contracting procedure**

The USER, in order to access the products or services offered by the PROVIDER, must be of legal age and register through the web site by creating a user account. Therefore, the USER must freely and voluntarily provide the personal data that will be required, which will be treated in accordance with the provisions of Regulation (EU) 2016/679, of 27 April 2016 (GDPR), regarding the protection of individuals with regard to the processing of personal data and the free circulation of such data and the Organic Law 3/2018, of 5 December (LOPDGDD), regarding the protection of personal data and detailed in the Legal Notice and the Privacy Policy of this website.

The USER will select a user name and a password, committing himself to make a diligent use of them and not to make them available to third parties, as well as to communicate to the PROVIDER the loss or theft of them or the possible access by a non-authorized third party, so that the latter proceeds to the immediate blocking.

Once the user account has been created, we inform you that in accordance with the requirements of Article 27 of Law 34/2002, of Services of the Information Society and Electronic Commerce (LSSICE), the contracting procedure will follow the following steps:

1. General contracting clauses.
2. Activation of services.
3. Right of withdrawal.
4. Complaints.
5. Force majeure.
6. Competition.
7. Generalities of the offer.
8. Price and period of validity of the offer.
9. Transport costs.
10. Method of payment, charges and discounts.
11. Purchase process.
12. Applicable guarantees.
13. Warranties and returns.
14. Applicable law and jurisdiction.

### **1. GENERAL CONTRACTING CLAUSES**

Unless otherwise stipulated in writing, the placing of an order with the PROVIDER will imply the acceptance by the USER of these legal conditions. No stipulation made by the USER can differ from those of the PROVIDER if it has not been expressly accepted in advance and in writing by the PROVIDER.

### **2. SERVICE ACTIVATION**

The PROVIDER will not send any order or activate any service until it has verified that payment has been made.

As the order does not imply the physical delivery of any product, being the contracted services downloaded or activated directly from the Web site, the PROVIDER will previously inform the USER about the procedure to follow to make this download or activation.

### **Non-execution of the distance contract**

The dates or deadlines for the delivery of the reservations will be understood to be defined and closed, and the delay will not constitute a fundamental breach, therefore, the reservations are understood to be framed within the date and time specified and defined between the parties at the time of the reservation. Only in the event of a situation understood to be force majeure and, with prior notice from the user, the service provider will propose a new date for carrying out the activity covered by the contract.

In the event of unjustified delay by the PROVIDER with respect to the return of the total amount, the USER may demand that it be paid twice the amount due, without prejudice to its right to be compensated for damages suffered in excess of this amount.

In the case of the provision of a service, this will be available from the moment the user has made the payment for the service and can be downloaded or activated according to the conditions of the PROVIDER. Only in the event of a situation understood to be force majeure and, with prior notice from the user, the service provider will propose a new date for carrying out the activity covered by the contract.

The PROVIDER will not assume any responsibility when the download or activation of the service is not carried out, because the data provided by the USER is false, inaccurate or incomplete.

The provision of the service will be considered to have been carried out at the moment in which the USER has downloaded or activated the service.

### **3. RIGHT OF WITHDRAWAL**

The USER has the same rights and deadlines to proceed with the return and/or claim possible defects or faults in the product or service, both online and offline.

The USER has a period of fourteen calendar days, counting from the date of the download or activation of the service, to return it (article 71 of Law 3/2014, of 27 March).

The right of withdrawal cannot be applied in the following cases:

1. In the provision of services, once the service has been completely executed, when the execution has begun, with the previous express consent of the PROVIDER and USER and with the recognition by them that they are aware that, once the contract has been completely executed by the PROVIDER, they will have lost their right of withdrawal.
2. In the download or activation of the service whose price depends on financial market fluctuations that the PROVIDER cannot control and that may occur during the withdrawal period.
3. In the provision of services made according to the specifications of the USER or clearly personalized.
4. In the provision of accommodation services for purposes other than housing, transport of goods, vehicle rental, food or services related to leisure activities, if the contracts provide for a specific date or period of performance.

All returns must be communicated to the PROVIDER, requesting a return number through the form provided for this purpose, or by e-mail to [info@flygrancanaria.com](mailto:info@flygrancanaria.com), indicating the corresponding invoice or order number.

#### **4. CLAIMS**

Any claim that the USER considers appropriate will be dealt with as soon as possible, and can be made at the following contact addresses:

Postal address: FLY Gran Canaria SL, Madrid, 4 - 35130 Mogán (Puerto Rico) (Las Palmas)

Mail: [info@flygrancanaria.com](mailto:info@flygrancanaria.com)

#### **Online Dispute Resolution**

In accordance with Art. 14.1 of Regulation (EU) 524/2013, the European Commission provides a free access platform for the resolution of online disputes between the USER and the PROVIDER, without the need to resort to the courts of law, through the intervention of a third party, called the Dispute Resolution Body, which acts as an intermediary between the two. This body is neutral and will dialogue with both parties to reach an agreement, and may finally suggest and/or impose a solution to the conflict.

Link to the ODR platform: <http://ec.europa.eu/consumers/odr/>

#### **5. FORCE MAJEURE**

The parties shall not incur liability for any failure due to a major cause. The performance of the obligation will be delayed until the cessation of the case of force majeure.

#### **6. COMPETENCE**

The USER may not assign, transfer or convey the rights, responsibilities and obligations contracted in the sale.

If any provision of these conditions is considered void or impossible to comply with, the validity, legality and compliance of the rest will not be affected in any way, nor will they be modified in any way.

The USER declares to have read, understood and accepted these Conditions in their entirety.

#### **7. GENERALITIES OF THE OFFER**

All sales and deliveries made by the PROVIDER will be understood to be subject to these Conditions.

No modification, alteration or agreement contrary to the Commercial Proposal of FLY Gran Canaria SL or to what is stipulated here, will have effect, unless expressly agreed in writing signed by the PROVIDER, in which case these particular agreements will prevail.

Given the continuous technical advances and improvements of the products, the PROVIDER reserves the right to modify its specifications regarding the information provided in its advertising, until the value of the products offered is not affected. These modifications will also be valid in the event that, for any reason, the possibility of supplying the products offered is affected.

## **8. PRICE AND PERIOD OF VALIDITY OF THE OFFER**

The prices indicated for each product include the Canary Islands General Indirect Tax (IGIC) or other taxes that may be applicable. These prices, unless expressly indicated otherwise, do not include shipping costs, handling, packaging, shipping insurance or any other additional services and annexes to the product or service purchased.

The prices applicable to each service are those published on the website and will be expressed in the EURO currency. The USER assumes that the economic valuation of some of the products may vary in real time.

Before making the purchase you can check online all the details of the budget: articles, quantities, price, availability, charges, discounts, taxes and the total purchase. Prices may change daily until the order is placed.

Once the order is placed, prices will be maintained whether the service is available or not.

Any payment made to the PROVIDER implies the issuance of an invoice in the name of the registered USER or of the company name that the latter has informed at the time of placing the order. This invoice will be sent together with the purchased product, as well as in PDF format to the e-mail address provided by the USER.

For any information about the order, the USER may contact via email at [info@flygrancanaria.com](mailto:info@flygrancanaria.com)

## **9. TRANSPORT CHARGES**

There are no transportation costs.

## **10. PAYMENT METHODS, CHARGES AND DISCOUNTS**

The PROVIDER allows the following ways to make the payment of an order:

- **Bank transfer:** only possible for group or event reservations and with prior agreement with the PROVIDER. You can never opt for this method for payments of less than 200€ and always with 7 days' notice.
- **Cash:** only in special situations where the reservation is made in the same establishment and provided that at the time of purchase it is possible to carry out the activity according to availability.

- **Credit card:** no discounts or charges will be applied.

The website uses information security techniques generally accepted in the industry, such as firewalls, access control procedures and cryptographic mechanisms, all with the aim of preventing unauthorized access to data. To achieve these purposes, the user/client agrees that the provider will obtain data for the purpose of the corresponding access control authentication.

The PROVIDER undertakes not to allow any transaction that is or is considered illegal by the credit card brands or the acquiring bank, which may or has the potential to damage the goodwill of the same or influence them in a negative way.

The following activities are prohibited under the card brand programs: the sale or offer of a product or service that does not comply with all laws applicable to the Buyer, Issuing Bank, Merchant or Cardholder of the card(s).

## **11. PURCHASING PROCESS**

### **Shopping cart (budget simulation)**

Any service from our catalogue can be added to the basket. In this one, only the articles, the quantity, the price and the total amount will be observed. Once the basket has been saved, the taxes, charges and discounts will be calculated according to the payment and delivery data entered.

The baskets do not have any administrative link, it is only a section where you can simulate a budget without any commitment on both sides.

From the basket you can make an order following the following steps for its correct formalization:

1. - Checking the invoicing data.
2. - Checking the service provision method (download, activation...).
3. - Selection of the payment method.
4. - Place the order (purchase).

Once the order is processed, the system instantly sends an e-mail to the management department of the PROVIDER and another to the mail of the USER confirming the order.

### **Orders (purchase requests)**

Within a maximum of 24 hours, on working days, an email will be sent to the USER confirming the status of the order and the approximate download and/or activation date.

#### **1 Reservations**

1.1 Reservations cannot be made if they are not fully paid for.

1.2 A reservation is considered to have been made when FLY Gran Canaria informs the buyer of this fact by means of the corresponding email.

1.3 No refunds are allowed.

## **2 Payments**

- 2.1 All reservations must be paid in full at the time of booking.
- 2.2 If a payment has not been made successfully, the reservation will be automatically cancelled.
- 2.3 Bank transfers will only be accepted for payments of more than 200.00 €, after agreement with the PROVIDER for groups or events and more than 7 days before the reserved date. We inform you that the transfer can take up to 7 working days to become effective in our systems.
- 2.4 Payments made by transfer must indicate the code of the reservation in the concept of the transfer, in order to facilitate the recognition of such payment.
- 2.5 Due to fraud prevention measures, it is possible that the presentation of the bank card as well as the identification of the client may be requested.

## **3 Gift Cards**

- 3.1 In the case of using a gift card, it is essential to hand it in at the reception desk at the time of use.
- 3.2 If the gift card is not presented, the time reserved cannot be used.
- 3.3 Gift cards expire 6 months after purchase and cannot be extended.
- 3.4 Gift cards purchased by companies outside Fly Gran Canaria may be subject to different conditions to those of Fly Gran Canaria. Consumers and users are advised to consult the conditions of the supplier of the gift card.
- 3.5 No returns are allowed.

## **4 Cancellations, modifications**

- 4.1 In order to fly, the customer must arrive at least 45 minutes before the booked flight time.
- 4.2 If the client does not arrive at the scheduled time, the reservation will be cancelled and the client will be considered lost.
- 4.3 Cancellations are not refundable.
- 4.4 In the cases where a flyer does not have professional flying status and therefore is Fun Flyer, he/she can modify his/her reservation at least 72 hours in advance, only in writing to [info@flygrancanaria.com](mailto:info@flygrancanaria.com)
- 4.5 In cases where a Pro-Flyer category flyer wants to modify his reservation and it is 30 minutes or less, he must do so at least 24 hours in advance.
- 4.6 In cases where a Pro-Flyer category flyer wants to modify his/her reservation and this is between 30 minutes and one hour, a minimum of 72 hours notice is required.

4.7 In cases where a Pro Flyer wants to modify its reservation and this is more than one hour of flight, a notice of 72 hours is required for each full hour of cancelled reservation. (e.g. If the reservation is for 3 hours, 9 days notice is required).

## **5 Time of arrival and registration**

5.1 If this is your first time flying, you will be given a theory lesson before flying (for this reason you should arrive at least **45 minutes before** your flight).

5.2 If the flyer does not attend the instruction class for his flight, he will not be able to participate in the activity and will lose his reservation.

5.3 Before flying you will have to fill in a capacity to fly and risk acceptance sheet and FLY Gran Canaria policies.

## **6 Minors**

6.1 Minors must be accompanied by their parents or accredited legal guardians.

6.2 Adults accompanying minors shall be responsible for them at all times.

## **7 Videos and Photos**

7.1 The recording of videos and photos is an independent service not included in the reservation.

7.2 In case the recording is not available, the flight will not be reimbursed.

7.3 If the user buys the video and the USB in which it is delivered is defective, the client can return it within 24 hours and Fly Gran Canaria will replace it with another one.

## **8 Interior Flight**

8.1 There are weight restrictions for flyers. They must not exceed 110 kilos in weight.

8.2 It is forbidden to fly if the client presents symptoms of drunkenness.

## **9 Mass purchase accounts**

9.1 Special prices will be applied to those fliers who buy large amounts of time. FLY. Gran Canaria reserves the right to change these prices at any time.

9.2 For massive time purchases, FLY Gran Canaria offers the possibility to create a credit account where the flyer can buy flight time.

9.3 These accounts can be shared by a maximum of **TWO** people. At least one of the three must be equipped in the flight lobby at the time of the flight.

9.4 Fly Gran Canaria cannot guarantee the availability of rotations in massive time purchases, but in any case will try to facilitate the training of the flyers and in certain cases may allow stops of one minute.

## **12. APPLICABLE GUARANTEES**

All services offered through the website are completely original, unless otherwise stated in their description. They all have a two-year guarantee period, in accordance with the criteria and conditions described in Royal Legislative Decree 1/2007, of 16 November, which approved the revised text of the General Law for the Defence of Consumers and Users and other complementary laws.

## **13. GUARANTEES AND RETURNS**

The guarantee of the products offered will respond to the following articles based on Law 23/2003, of 10 July, on Guarantees for the sale of consumer goods:

### **1) Conformity of the services with the contract**

1. Unless proved otherwise, the services shall be deemed to be in accordance with the contract provided that they meet all the requirements set out below, unless the circumstances of the case make any one of them inapplicable:

- a) They comply with the description made by FLY Gran Canaria SL.
- b) They are suitable for the uses to which the services of the same type are normally destined.
- c) Are suitable for any special use required by the client when he has made it known to FLY Gran Canaria SL at the moment of the celebration of the contract, as long as he has admitted that the service is suitable for this use.
- d) Present the usual quality and performance of a service of the same type that the client can justifiably expect, taking into account the nature of the service and, where appropriate, the descriptions of the specific characteristics of the services made by FLY Gran Canaria SL.
- e) FLY Gran Canaria SL describes the details, characteristics and photographs of the services provided by the producer of the same, so that it is not bound by these public statements.

2. The lack of conformity that results from an incorrect provision of the service will be equated to the lack of conformity of the service when the provision is included in the service contract and has been carried out by FLY Gran Canaria SL or under its responsibility, or by the USER when the defective provision is due to an error in the instructions established in the contract.

3. The responsibility will not be applicable to faults of conformity that the USER knows or could not have ignored at the moment of the conclusion of the contract or that have their origin in services supplied by the USER.

## **II) Responsibility of the PROVIDER and rights of the USER**

FLY Gran Canaria SL will respond to the USER for any lack of conformity that exists at the moment of the delivery of the service. FLY Gran Canaria SL recognizes the right of the USER to repair the service, to replace it, to reduce the price and to terminate the contract.

In accordance with article 6 of the Civil Code, any previous renunciation of the rights of the USER or acts carried out in fraud will be null and void.

The guarantee of the services offered will respond to the following articles based on the Law 23/2003, of July 10, of Guarantees of sale of consumer goods:

## **III) Repair and replacement of services**

If the service is not in conformity with the contract, the USER may choose to demand the repair or replacement of the service, unless one of these options is impossible or disproportionate. From the moment that the USER communicates to FLY Gran Canaria SL the chosen option, both parties must abide by it. This decision of the USER is understood without prejudice to the provisions of Article IV below for the cases in which the repair or the substitution do not manage to put the service in conformity with the contract.

2. Any form of remediation that imposes costs on FLY Gran Canaria SL that are not reasonable in comparison to the other form of remediation, taking into account the value that the service would have if there were no lack of conformity, the relevance of the lack of conformity and if the alternative form of remediation could be carried out without major inconvenience for the USER, will be considered disproportionate.

## **IV) Rules of repair or replacement of the service**

Repair and replacement shall comply with the following rules:

- a) They will be free of charge for the USER.
- b) They will be carried out within a reasonable time and without major inconveniences for the user, taking into account the nature of the services and the purpose they had for the USER.
- c) The repair suspends the calculation of the terms referred to in Article VII. The period of suspension will begin from the moment that the USER makes it known to FLY Gran Canaria SL and will conclude with the delivery to the USER of the service already repaired. During the six months following the delivery of the repaired service, FLY Gran Canaria SL will respond to the faults of conformity that motivated the repair. It is presumed that it is the same lack of conformity when defects of the same origin as those initially manifested are reproduced in the service.
- d) The replacement suspends the periods referred to in Article VII from the exercise of the option until the delivery of the new service. The second paragraph of Article VII shall in any case apply to the replacement service.
- e) If, once the repair has been completed and the service has been delivered, it still does not comply with the contract, the USER may demand the replacement of the service, within the

limits established in paragraph 2 of Article IV, or the reduction of the price or the cancellation of the contract under the terms of Article V.

f) If the replacement fails to bring the service into conformity with the contract, the USER may demand the repair of the service, within the limits established in paragraph 2 of Article IV, or the reduction of the price or the termination of the contract in the terms of Articles V and VI.

#### **V) Price reduction and termination of the contract**

The reduction of the price and the termination of the contract will proceed, at the choice of the USER, when the latter cannot demand the repair or the replacement of the service and in cases where these have not been carried out within a reasonable period of time or without major inconvenience for the USER. The resolution will not proceed when the lack of conformity is of little importance.

#### **VI) Criteria for price reduction**

The price reduction shall be in proportion to the difference between the value the service would have had at the time of delivery if it had been in conformity with the contract and the value the service actually delivered had at the time of delivery.

#### **VII) Time limits**

1. FLY Gran Canaria SL is responsible for any lack of conformity that becomes apparent within two years of delivery.

Unless proved otherwise, non-conformities that become apparent within six months of delivery shall be presumed to have existed at the time of delivery, unless this presumption is incompatible with the nature of the service or the nature of the non-conformity.

2. Unless proved otherwise, delivery shall be deemed to have taken place on the date shown on the invoice or purchase label, or on the corresponding delivery note if this is later.

3. The action to claim compliance with the above articles prescribes three years from the delivery of the service.

4. The USER must inform FLY Gran Canaria SL of the lack of conformity within two months from the moment he became aware of it.

Unless there is proof to the contrary, it will be understood that the communication of the USER has taken place within the established period.

#### **VIII) Action against the producer**

When the USER finds it impossible or it supposes an excessive load to go to FLY Gran Canaria SL due to the lack of conformity of the services with the contract of service provision he will be

able to claim directly to the producer in order to obtain the substitution or repair of the service.

In general, and without prejudice to the fact that the responsibility of the producer ceases, in the same terms and conditions as those established for FLY Gran Canaria SL, the producer will respond for the lack of conformity when this refers to the origin, identity or suitability of the services, in accordance with their nature and purpose and with the rules that regulate them.

It is understood by producer, the person responsible for a service or the importer of the same in the territory of the European Union or any person who presents himself as such when indicating in the service his name, brand or other distinctive sign.

Whoever has responded to the USER, will have a period of one year to repeat the responsibility for the lack of conformity. This period is calculated from the time when the remedial action is completed.

#### **14. APPLICABLE LAW AND JURISDICTION**

These conditions shall be governed by or construed in accordance with Spanish law insofar as it is not expressly established. The PROVIDER and the USER agree to submit to the courts and tribunals of the USER's domicile any dispute that may arise from the provision of the products or services subject to these Conditions.

In case the USER is domiciled outside Spain, the PROVIDER and the USER expressly renounce to any other forum, submitting themselves to the Courts and Tribunals closest to the town of Mogán (Puerto Rico) (Spain).