



FÖRDERVEREIN  
SEGELFLUG

## General Terms and Conditions (GTC) of the Förderverein Segelflug e.V. Association

- Version V01, 2025 -

*This is a non-official translation for information purpose by DeepL! In legal matters, the German version of the GTC is decisive.*

### §1 Scope of Application

- (1) These General Terms and Conditions (GTC) apply to all services and offers of the Association Förderverein Segelflug e.V. (hereinafter referred to as "Association" or "Operator" or "Club"). They govern the use of the information platform, the classifieds platform, the gliding forum, the booking of advertising space on the Club website or other offers of the Club.
- (2) For the use of the Classifieds Platform, separate GTC apply, which are available on the Association's website and supplement these general GTC.
- (3) The German Gliding Forum is also subject to separate GTC, which are available on the Association's website and supplement these general GTC.
- (4) The Association's current price list regulates any costs incurred and can also be viewed on the Association's website.

### §2 Services of the Association

- (1) The Association provides an information platform for all aspects of gliding.
- (2) Members and users can use the classifieds platform and the German gliding forum, provided they also accept the supplementary terms and conditions.
- (3) Companies and other interested parties can book advertising space on the Association's website.

### §3 Membership and Registration

- (1) Membership of the Association is governed by the Statutes of Association, which are available on the Association's website.
- (2) The use of certain Association services requires registration.
- (3) Each user may only create one user account.
- (4) Users are obliged to keep their access data secret and to inform the Operator immediately if unauthorized access is suspected.
- (5) By registering, the user declares his/her agreement with these and any supplementary GTCs.
- (6) The Operator reserves the right to reject registrations or block user accounts in the event of a breach of these GTC or the interests of the Association.

## **§4 Use of the Information Platform**

- (1) The information provided on the platform serves exclusively to provide general information about gliding.
- (2) All Club websites have been created with the utmost care. Nevertheless, the Club cannot guarantee the correctness and accuracy of the information contained therein. The Club therefore accepts no liability for the topicality, correctness, completeness or quality of the information provided.
- (3) All offers are subject to change and non-binding. The Association expressly reserves the right to change, supplement or delete parts of the pages or the entire offer without prior notice or to cease publication temporarily or permanently.

## **§5 Advertising on the Association Website**

- (1) The Operator offers advertising space on its website that can be used by third parties for the placement of advertisements. The content of these advertisements originates from external advertisers and is their responsibility.
- (2) The Operator assumes no liability for the content, accuracy or legality of the advertisements placed by third parties.
- (3) Users interested in booking advertising space can contact the Operator directly to inquire about conditions and availability. The costs for advertising space are regulated in the fee schedule.
- (4) The Association reserves the right to refuse advertising content that is not compatible with the Association's objectives.

## **§6 Fees, Paid Services, Terms of Payment and Right of Withdrawal**

- (1) All fees are generally quoted in euros (€).
- (2) The amount of the fees shall be based on the scale of fees valid at the time of publication of the advertisement.
- (3) The current schedule of fees is published on the Association's website.
- (4) The Operator may change the scale of fees at any time. The user will be informed of any changes in good time. Changes shall not apply retroactively to advertisements already published.
- (5) The new fees shall be deemed to have been accepted if the user makes use of a paid service again after the change comes into force.
- (6) Any fees incurred are due for payment immediately and can be paid using the payment methods offered on the platform or in accordance with the details on the invoice.
- (7) The Operator reserves the right to exclude individual payment methods for certain products or users.
- (8) If a debt collection fails (e.g. due to insufficient funds in the account or incorrect information), the user shall bear the resulting additional costs if he is responsible for the failure.

### **§6a Right of Withdrawal for Non-Commercial Users**

- (1) Non-commercial users have the right to withdraw from a contract for a paid service within 14 days without giving reasons.
- (2) Exercise of the right of withdrawal:

- The user must inform the Operator of his decision by means of a clear declaration (e.g. by e-mail or letter).
- The user can use the model withdrawal form below, but this is not mandatory.

(3) Consequences of withdrawal:

- In the event of revocation, the Operator shall reimburse all payments received immediately, but at the latest within 14 days from the date of receipt of the declaration of revocation.
- If the user has already made partial use of the service, a pro rata refund may be made.

(4) Exclusion of the right of withdrawal:

- The right of revocation expires prematurely if the Operator has provided the service in full or the user has expressly agreed before the start of performance that his right of revocation expires.

**Sample withdrawal form**

(If you wish to withdraw from the contract, please fill out this form and send it back to us.)

**To:**

Förderverein Segelflug e.V.  
 Fuldatalstr. 35  
 34302 Guxhagen  
 info@segelflug.de

**I hereby revoke the contract concluded by me for the use of the following paid services:**

- Name of the service: \_\_\_\_\_
- Ordered on: \_\_\_\_\_
- Received on: \_\_\_\_\_

**Name of the user:** \_\_\_\_\_

**Address of the user:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature of the user (only for communication on paper):** \_\_\_\_\_

**§6b Right of Withdrawal for Commercial Users**

- (1) Commercial users act within the scope of their commercial or independent professional activity and are not consumers within the meaning of Section 13 BGB.
- (2) Commercial users have no right of withdrawal.

**§7 Special Obligations for Commercial Users**

- (1) Commercial or business providers are subject to special legal regulations and are obliged to comply with these.

- (2) In particular, they must:
- Provide a complete provider identification in accordance with the legal requirements (imprint).
  - Inform about the existence of a right of withdrawal and provide withdrawal instructions and a sample withdrawal form.
  - Fulfill the statutory information obligations, in particular with regard to prices, shipping costs and delivery conditions.
- (3) The Operator assumes no liability for the accuracy and completeness of the information provided by commercial providers.

## **§8 Warning, Dispute Resolution and Mediation**

- (1) If the content or design of this website violates the rights of third parties or statutory provisions, please notify us directly and free of charge. The Association will immediately remove or adapt rightly objected passages.
- (2) The involvement of legal counsel to issue a warning without prior contact would constitute a breach of the duty to mitigate damages and is therefore rejected.
- (3) In the event of disputes under competition law, copyright law or similar disputes, the aim is to settle these amicably without going to court.
- (4) Online dispute resolution pursuant to Art. 14 para. 1 ODR-VO: The European Commission provides a platform for online dispute resolution (ODR platform). This can be accessed at <https://ec.europa.eu/consumers/odr/>. The Association is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board (Section 36 (1) No. 1 VSBG).
- (5) Mediation with commercial sellers: Please note that the mediation service providers named here can only process requests to initiate mediation proceedings in the context of out-of-court dispute resolution and not general requests. Responsible mediation service provider: Bundesverband Onlinehandel e.V. Mediation office.

## **§9 Exclusion of Liability, Linking and Copyright**

- (1) The Association shall not be liable for any damages arising from the use of the platforms, unless they are based on intentional or grossly negligent behavior.
- (2) Liability claims relating to material or non-material damage caused by the use or non-use of the information provided or by the use of incorrect or incomplete information are generally excluded, unless there is evidence of wilful intent or gross negligence on the part of the Association.
- (3) The Association is not responsible for the content of third parties, in particular not for the content of classified ads or forum posts.
- (4) The Association refers to external websites via links, but has no influence on their content. The Operators of the linked pages are solely responsible for their content. The Association does not adopt this content as its own and expressly distances itself from all illegal or problematic content on linked websites. This declaration applies to all links set on the Association's website and to all content of the pages to which these links lead.
- (5) The Association reserves all rights to the structure, texts, images, graphics, sound files, animations and other formats used to design the Association's website. These elements are largely protected by copyright and other protective laws. Some of the elements used for the design are also subject to the copyrights of third parties. The reproduction of information or data, in particular the use of texts, parts of texts or images, requires the prior consent of the Association. This does not apply to files that are expressly offered by us on the website for downloading and publication.

(6) The Operator accepts no liability for the technical availability of the platform.

## §10 Data Protection

(7) The Operator processes users' personal data exclusively within the framework of the applicable data protection laws (GDPR).

(8) The Operator's privacy policy provides information about the type, scope and purpose of data processing and is publicly available on the Operator's website.

## §11 Final Provisions

(1) The law of the Federal Republic of Germany shall apply.

(2) The place of jurisdiction is the registered office of the Association, insofar as legally permissible.

(3) Should any provision of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected.

## List of Changes

No.:	Date	Paragraph	Comment
V01	6th of May 2025	All	Initialization of the document