

All bookings with North London Skydiving Centre are subject to these terms and conditions. By signing this document you will be bound by the terms and conditions below. If you are unable or unwilling to agree to these terms and conditions then do not sign this contract.

THIS CONTRACT IS BETWEEN NORTH LONDON SKYDIVING CENTRE LTD, BLOCK FEN DROVE, WIMBLINGTON, MARCH, PE15 0FB (HEREINAFTER REFERRED TO AS "NLSC") AND:-

NAME

ADDRESS

.....

POST CODE EMAIL TELEPHONE

1. In consideration of the money paid, NLSC agrees to provide everything required to permit you the opportunity to make a tandem parachute descent, in accordance with United Kingdom Civil Aviation Authority regulations, subject to these terms and conditions.
2. All participants must agree to and sign these terms and conditions before they will be permitted to jump. The person making the booking is responsible for ensuring all their participants are fully aware of and comply with the requirements set out in these terms and conditions. By signing this agreement you are declaring that you were made fully aware of these terms and conditions at the time of booking and do wish to make a jump.

PARACHUTING WITHIN THE UNITED KINGDOM

3. I acknowledge that the Civil Aviation Authority (hereinafter referred to as the "CAA") controls all parachuting activities within the United Kingdom and that NLSC is affiliated to the British Parachute Association (hereinafter referred to as the "BPA").
4. I acknowledge that it is a CAA requirement that all operations of NLSC are conducted in accordance the British Parachute Association Operation Manual (hereinafter referred to as the "BPA Operations Manual" – reference www.bpa.org.uk/staysafe)
5. I acknowledge the BPA Operations Manual details at Section 1 Paragraph 2 the 11 conditions that must be met before any parachuting can take place and which includes at Section 8 the weather conditions parachutists are permitted to jump in.
6. I acknowledge and accept that these weather limitations and operational procedures are for my safety and I expect and require NLSC to abide by them at all times.

MY TRAINING AND JUMP

7. I am aware and accept that parachuting may cause anxiety, fear and stress, can cause injury, and can cause death.
8. I understand, acknowledge and accept that while NLSC agrees to provide me with complete and suitable, training, facilities, equipment, personnel and resources, which comply with the requirements of the CAA and the BPA Operations Manual, it cannot guarantee my safety.
9. I have read the weight, height, age and medical restrictions on the NLSC website at www.ukskydiving.com and understand that I will not be permitted to jump if I do not meet these requirements. I will provide the required declaration of fitness on each occasion I attend the airfield for a jump.
10. I have informed NLSC of my exact height and weight. If my weight changes between the day on which I inform NLSC and the day on which I jump, I agree to inform NLSC of my weight before I jump.
11. I will attend all training provided for me. I will ask questions on any point I do not understand until I am satisfied that I do understand every aspect of my training. I will inform my instructor if I remain unclear on any issue.
12. I agree to comply with the training I will be given. In particular I agree to act in accordance with my training while being carried in the aircraft, to act upon the commands of my instructor and to comply with any form of assistance or intervention the instructor may provide for me.
13. If at any time prior to making my first or any subsequent parachute descent, I become aware of any condition which may affect my ability to perform my training or make the descent safely, I agree to inform NLSC of that condition and will voluntarily withdraw from training and / or decline to make that descent at that time. Such conditions may include, but are not limited to, any medical condition, any nervous condition, recent intoxication, any increase in body weight, any concern about a lack of training or competence, the taking of any medicine or other drugs.
14. In the event that I sustain any injury during training, in the course of a parachute descent, at any time while on NLSC premises, or in any way concerned with the activities of NLSC, I undertake to inform NLSC immediately that I become aware I have suffered such injury.
15. I have been informed that personal injury insurance is available for this activity and NLSC has recommended that I take out such insurance. Part of the fees paid for my jump is collected by NLSC as the agent of the BPA to cover provisional membership of the BPA, which will include basic third party insurance only for my jump, in accordance with its BPA obligations.
16. I understand that in the event I sustain any injury and enter into correspondence with, or commence any legal action against the NLSC or any person for whom NLSC is liable, and in the event that no action is commenced or the action is discontinued or is unsuccessful at trial, then NLSC, or its insurers, may take action against me to recover its legal costs and other expenses incurred in the course of correspondence or in the defence of such action.

THE WEATHER, JUMP TIMES, JUMP ALTITUDES AND JUMP ORDERS

17. I acknowledge and accept that NLSC cannot at any time guarantee the weather, times of jumps, jump altitudes, or jump orders.
18. I further acknowledge and accept that as an activity which is subject to the weather limitations referred to in Section 8 of the BPA Operations manual, operating a guaranteed jump time system is impossible. (The "BPA Operations Manual" can be found online at www.bpa.org.uk/staysafe)
19. I further acknowledge that to avoid having to queue for my jump I have been offered the chance to have the airfield opened for myself (and/or my group) privately under a separate agreement, and at a time when NLSC does not normally operate, for an additional charge of £4995 per day, but have chosen instead to decline this offer and share the day with up to 85 others in a similar position for a lesser fee.
20. I acknowledge and accept that when sharing the day with others in a similar position NLSC generally operates a "first come first served" queuing system, within that category of parachutist, when deciding jump orders but that the implementation of this procedure cannot be guaranteed and I therefore accept that whatever the NLSC decides as to times when jumps can be made and the order in which jumps are made is final and not open to challenge.
21. I accept that this "first come first served system" applies to myself at all times, including when attending on subsequent days.
22. I have been made aware that the price of jumps differs depending on which days of the week my booking includes. I acknowledge and accept that in the event I jump on a day which my original booking does not cover, then additional non-refundable upgrade fees will be required, but that no refunds will be made if I jump on a day for which a cheaper booking option was available.

WEATHER POSTPONED JUMPS, TICKET VALIDITY AND RE-BOOKING PROCEDURES

- 23. I acknowledge and accept that if I am unable to complete my jump due to unsuitable weather conditions, or other events apart from my fitness, willingness to jump, non-attendance or failure to comply with these conditions, NLSC will provide me with a Tandem Skydive Ticket (hereinafter referred to as "My Ticket") which will also have my medical certificate and parental consent form (if applicable, and as required by section 11 and 12 of the BPA Operations Manual) fixed to it. NLSC does not retain my paperwork and replacements for My Ticket will not be available (save as mentioned in clause 31 below).
- 24. I acknowledge and accept that it will be my sole responsibility to keep My Ticket safe and that I must present My Ticket, and the other paperwork fixed to it, at any time I attend NLSC in order to complete my jump.
- 25. I acknowledge and accept that My Ticket will be valid for a period of six calendar months from the initial date booked (hereinafter referred to as "The Validity Period") and I may use My Ticket to re-book at any time spaces are available during The Validity Period at no extra cost (save as mentioned in clause 22 above).
- 26. I agree I will make reasonable efforts to attend the airfield on each operational day when spaces are available during The Validity Period, for the full period of NLSC's operation (from 7.30am on Wednesdays, Weekends and bank holidays, or 8.30am at other times, to the earlier of 8pm or dark), and be fit and ready to jump on each occasion so that NLSC can complete my jump for me.
- 27. I am also aware that up to date availability, and a link to the Met Office 5 day weather forecast for the region, can be found on the NLSC web site.
- 28. I acknowledge and accept that NLSC strictly limits spaces each day to manageable amounts, which also assumes suitable weather conditions throughout the day, and that each time I wish to attend pre-booking is required.
- 29. I further acknowledge and accept that at the end of The Validity Period My Ticket will no longer be valid and I will have lost the opportunity to jump, except as set out in the remainder of this clause. If I have attended on at least five occasions during the Validity Period, for the full period of NLSC's operation (from 7.30am on Wednesdays, Weekends and bank holidays, or 8.30am at other times, to the earlier of 8pm or dark) on each occasion, and have been fit and ready to jump on each occasion, NLSC will grant me one additional six month Validity Period without cost, or at my option I may cancel My Ticket, and return it to NLSC by recorded delivery, for refund less my non-refundable £50 deposit which will be retained by NLSC. I accept that this is the only one occasion where a refund will be offered once My Ticket has been issued (save as mentioned in clause 30 below). If I have not attended on at least five occasions during the Validity Period, for the full period of NLSC's operation (from 7.30am on Wednesdays, Weekends and bank holidays, or 8.30am at other times, to the earlier of 8pm or dark) on each occasion, or have not been fit and ready to jump on each occasion, NLSC will grant me one additional six month Validity Period for an additional fee of £25. In all cases however I accept that if I have not completed my jump within 12 calendar months of the start of my first Validity Period my jump will be forfeited and any fees paid will be lost (save that I may upgrade to the next Residential Course referred to in clause 35 below).

POSTPONED JUMPS FOR OPERATIONAL REASONS OTHER THAN THE WEATHER

- 30. I acknowledge and accept that if I am unable to complete my jump for operational reasons other than the weather (such as, but not limited to, mechanical issues with the aircraft, airfield closure, etc., but excluding my fitness, willingness to jump, non-attendance or failure to comply with these conditions) NLSC will grant me an extension to The Validity Period of My Ticket equivalent to the same length of time for which the disruption occurs but with a minimum extension period of two calendar months. If however NLSC has still been unable to resolve the disruption after 12 months from the date it originally occurred I will be entitled to a full refund of all the monies paid to NLSC for my jump.

LOST OR TRANSFERRED TICKETS.

- 31. I acknowledge and accept that if I forget, or am unable to produce My Ticket as required, I will first need to have My Ticket stopped by NLSC to prevent it being used by others, and then purchase another ticket (at the special price of £25) before being allowed to jump, which sum will then be refunded to me in full if and when I find My Ticket and return it to NLSC by recorded delivery.
- 32. I may at any time transfer My Ticket to another suitable person provided I inform NLSC of the name, address, age, height and weight of that person before they attend to jump, and subject to that person agreeing to and signing these terms before they receive their training (save that their Validity Period will start from the initial date I booked).

NON-REFUNDABLE FEES.

- 33. I acknowledge that all the personnel, facilities and services needed to make my jump are provided by NLSC at all times when NLSC operates, irrespective of the weather (including but not limited to Aircraft, Pilots, Fuel, Instructors, Equipment, Parachute Riggers, Parachute Packers, Ground Crew, Jump Masters, Office staff, the Airfield, etc) and therefore accept that all the fees received by NLSC for my jump are non-refundable in all circumstances and at all times (save as mentioned in clauses 29 and 30 above and clause 34 below) in return for NLSC allowing me the opportunity to use My Ticket to re-book my jump whenever spaces are available, and as many times as may be necessary, during The Validity Period at no extra cost (save as mentioned in clause 22 above).
- 34. I understand that, although I may change the date of my initial booking without charge on at least six weeks' notice, I may not change the date of future bookings made with My Ticket. I further understand that although I may cancel my initial booking on at least 14 days' notice and receive a refund of any monies paid less a £50 administration fee, this does not apply to future bookings made with My Ticket (save as mentioned in clause 29 above) and may also affect the fees the remaining members of my group have to pay if the group size then falls into a different price band, as quoted on the NLSC web site.

RESIDENTIAL COURSE OFFER

- 35. I further acknowledge I have been offered a method of ensuring that I make my jump (subject to a separate agreement and current total fee of £295 which includes the cost of my jump) involving staying at the airfield on a continuous basis, day after day if necessary, until my jump has been completed, without having to make a booking for a particular day, but have chosen to decline this offer in favour of the terms and conditions detailed in the wording of this contract.

PHOTOGRAPHIC / VIDEO EQUIPMENT

- 36. I acknowledge, that subject to the terms of a separate agreement, NLSC offers to arrange for a photographic / video record of my jump to be made. I accept that NLSC cannot guarantee the success of such a recording on any given jump and therefore if I choose to have my jump filmed and for any reason the photographer or the photographic / video equipment fails to produce the record, then there will be no charge for the service but I will not be entitled to a refund of the price of my jump or to another jump.

LIMITATION OF LIABILITY

- 37. Nothing in these terms and conditions shall limit or exclude liability for death or personal injury as a result of NLSC's negligence or any other liability which cannot be lawfully limited or excluded.
- 38. Subject to clause 37, I agree that NLSC shall have no liability to me, other than expressly set out in these terms and conditions, for any loss or damage suffered or costs incurred, including travel or accommodation costs, and any indirect or consequential loss, arising under or in connection with my booking and participation in NLSC's activities. I understand that my statutory rights shall not be affected.

ACCEPTANCE

- 39. I understand and accept these terms and conditions and understand that they cannot be changed.
- 40. This agreement is governed by the law of England and any dispute relating to it will be subject to the exclusive jurisdiction of the English courts.

SIGNED

DATE