

All bookings with North London Skydiving Centre are subject to these terms and conditions. By making a booking 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 make a booking.

THIS CONTRACT IS BETWEEN

- 1) **NORTH LONDON SKYDIVING CENTRE LTD** a company registered in England (company registration no. 07097471) whose registered office is at 15 Station Road, St. Ives, Cambridgeshire PE27 5BH (hereinafter referred to as "**NLSC**");

And

- 2) **NAME**

ADDRESS
.....

POST CODE (hereinafter referred to as "I", "you", "me", "my" or "myself").

- a. In consideration of the money paid, NLSC agrees to provide everything required to permit you the opportunity to make a tandem parachute descent (hereinafter referred to as "Jump"), in accordance with United Kingdom Civil Aviation Authority regulations, subject to these terms and conditions.
- b. 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

1. 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 British Skydiving. (British Skydiving is the trading name of British Parachute Association Ltd, hereinafter referred to as the "BPA").
2. I acknowledge that it is a CAA requirement that all operations of NLSC are conducted in accordance the British Skydiving Operation Manual (hereinafter referred to as the "BS Operations Manual" – reference www.britishskydiving.org/stay-safe).
3. I acknowledge the BS 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.
4. 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

5. I am aware and accept that parachuting may cause anxiety, fear and stress, can cause injury, and can cause death.
6. 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 BS Operations Manual, it cannot guarantee my safety.
7. I have read the weight, height, age and medical restrictions on the NLSC website at 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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. For further details relating to this insurance, please see www.britishskydiving.org/insurance-travel.
14. 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

15. I acknowledge and accept that NLSC cannot at any time guarantee the weather, times of Jumps, Jump altitudes, or Jump orders. (for which a more detailed explanation can be found at www.ukskydiving.com/jump-times-and-orders).
16. I further acknowledge and accept that as an activity which is subject to the weather limitations referred to in Section 8 of the BS Operations manual, operating a guaranteed Jump time system is impossible. (The "BS Operations Manual" can be found online at www.britishskydiving.org/stay-safe)
17. 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.
18. 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 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.
19. I accept that this "first come first served system" applies to myself at all times, including when attending on subsequent days.
20. 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, AGREEMENT TO ATTEND AND RE-BOOKING PROCEDURES

21. 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 have a unique reference number written on it which I will need to quote when rebooking.
22. 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.
23. I acknowledge and accept that My Ticket will be valid for a period of 12 calendar months from the initial date booked (hereinafter referred to as "The Validity Period") and I may use My Ticket to re-book my jump, one occasion at a time, whenever spaces are available during The Validity Period at no extra cost (save as mentioned in Clause 20 above).

24. During The Validity Period of My Ticket, I agree to attend the airfield on at least eight occasions (unless otherwise advised by NLSC) 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. I further understand that if I am unable or unwilling to make this commitment then I should not make a booking under these terms (as it will prevent NLSC from being able to complete my jump for me) but instead consider the Residential Course at Clause 39 below.

25. 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.

26. 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.

OPTIONS AVAILABLE AT THE END OF THE VALIDITY PERIOD OF MY TICKET

27. I understand and accept that at the end of The Validity Period of My Ticket if I have attended in the manner I agreed to do at Clause 24 above but have not managed to completed my Jump I will be entitled to receive a full refund of my Jump fee in accordance with Clause 32 below. In all other circumstances however I accept that Clauses 33, 34 and 35 below will apply.

POSTPONED JUMPS FOR OPERATIONAL REASONS OTHER THAN THE WEATHER

28. I acknowledge, agree and accept that if I am unable to complete my Jump for operational reasons other than the weather (such as, but not limited to, unforeseen mechanical issues with the aircraft, airfield closure, etc (save as mentioned in Clause 36 below) - 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.

TRANSFERRING TICKETS

29. 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.)

CHANGE OF BOOKING DATES

30. I understand that, although I may change the date of my initial booking without charge on at least six weeks' notice, any changes to future bookings made with My Ticket, including non-attendance (other than when advised by NLSC), will be subject to a £50 administration fee.

CANCELLATIONS AND REFUNDS

31. I acknowledge and agree that I may cancel my initial booking giving at least 14 days' notice and receive a refund of monies paid less a £50 administration fee noting that this may 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 at the time of cancellation.

32. I acknowledge and agree that I may receive a full refund of monies paid if at the end of The Validity Period of My Ticket I have attended the airfield on at least eight occasions in the manner agreed at Clause 24 above (which includes any occasions NLSC may have advised me not attend) but have not managed to complete my Jump.

CANCELLATIONS, OPTIONS AND REFUNDS IF THE ATTENDANCE REQUIREMENTS AGREED AT CLAUSE 24 ABOVE HAVE NOT BEEN MET

33. I acknowledge and agree that should I decide to cancel my Jump 13 days or less prior to my initial booking date, or at any time up to 3 months after The Validity Period of My Ticket has ended, then my cancellation will be subject to a £165 administration fee (save as mentioned in Clause 36 below) with all other monies paid for my Jump refunded (except those referred to in Clause 30 above). This includes cancellations made for all personal reasons such as, but not limited to, pregnancy, changes of fitness, willingness to take part, leaving the country etc.

34. I further acknowledge that within 3 months after The Validity Period of My Ticket has come to an end (irrespective of Clause 24) I may attend the Residential Course (reference Clause 39 below) at no extra cost and receive a full refund of the monies paid (except the fees referred to in Clause 30 above) if my jump has not been completed within 3 days.

35. I also acknowledge and accept that at the end of the 3 month period referred to in Clause 33 above, my only remaining options will be to forfeit my jump fee altogether or attend the Residential Course in accordance with Clause 39 below, with all monies paid for my Jump able to go towards the £295 cost and a full £295 refund offered if my Jump has not been completed within 3 days.

PANDEMICS

The UK government has introduced public health measures to restrict the spread of coronavirus. This can include the introduction of certain laws that create legal restrictions on certain activities (referred to as "Lockdown Laws"). Certain Lockdown Laws may apply geographically or in relation to specific activities only. In addition, the government has issued guidance about what people should do in place of or in addition to some Lockdown Laws. It is important to understand that Lockdown Laws are legally binding, whereas government guidelines are not legally binding (however should be adhered to nonetheless). Please review the clauses below to understand what happens when your Jump is affected by Lockdown Laws or government guidelines.

36. I acknowledge and agree that if NLSC is unable to operate due to Government Lockdown Laws which coincide with my initial booking date only then I will be entitled to receive a full refund of my Jump fee, or may transfer my booking to another date at no extra cost.

37. I acknowledge and agree that if NLSC is unable to operate due to Government Lockdown Laws which coincides with a booking made during The Validity Period of My Ticket, then NLSC will extend The Validity Period of My Ticket by the same period that I am unable to attend and will allow me to re-book at no extra cost, or I may receive a refund in accordance with Clause 33 above.

38. I acknowledge and agree that if NLSC is operational but that I am prevented from attending either my initial booking date or a booking date made during The Validity Period of My Ticket because of Government Lockdown Laws or Government guidance (which I must inform NLSC of in advance), then NLSC will extend The Validity Period of My Ticket by the same period that I am unable to attend and will allow me to re-book at no extra cost. Or I may receive a refund in accordance with clause 33 above.

RESIDENTIAL COURSE

39. I further acknowledge I have been offered an alternative method of completing my Jump known as the 'Residential Course', involving me camping at the airfield on a continuous basis until my Jump has been completed, but have chosen to decline this offer in favour of the terms and conditions detailed in the wording of this contract. The Residential Course costs £295 per person (save as mentioned in clause 34 above) and is subject to a separate agreement which can be found in the T&C's section at the footer of the NLSC website. The Residential Course also offers a full refund if my Jump has not been completed within 3 days.

PHOTOGRAPHIC / VIDEO EQUIPMENT

40. 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 due to the nature of the Jump, 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

41. I acknowledge that if NLSC fail to comply with these terms, NLSC will be responsible for loss or damage I suffer that is a foreseeable result of NLSC breaking this contract or NLSC failing to use reasonable care and skill, but NLSC are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both NLSC and I knew it might happen.

42. I acknowledge that NLSC do not exclude or limit in any way its liability to me where it would be unlawful to do so. This includes liability for death or personal injury caused by negligence or the negligence of NLSC's employees, agents or subcontractors, for fraud or fraudulent misrepresentation.

43. I acknowledge that NLSC only supply the services connected with this contract for private use. If I wish to use any of the services provided for any commercial use I understand and accept that I must first obtain written permission from NLSC to do so and that by doing so NLSC will have no liability to me for loss of profit, loss of business, business interruption, or loss of business opportunity.

44. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

ACCEPTANCE

45. I understand and accept these terms and conditions and understand that they cannot be changed except by mutual written consent between both parties.

46. These terms are governed by the laws of England and Wales and you can bring legal proceedings in respect of the services in the English or Welsh courts. If you live in Scotland, you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

47. Nothing in this agreement shall affect my legal rights.

SIGNED

DATE