

# British Parachute Schools Ltd. The Control Tower, Langar Airfield, Langar, Nottinghamshire. NG13 9HY

## Terms and Conditions – Tandem Skydive

### General Terms and Conditions

1. In consideration of the money paid, Skydive Langar agrees to provide everything required to permit me 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 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.
3. I understand that participating in a course with Skydive Langar is an agreement taken voluntarily and entirely at my own risk. I agree that neither the Skydive Langar nor its staff will be held liable in the event of any loss, injury or damage (howsoever caused) to any property or suffered by me, or any other person, in connection with or as a result of parachuting or any of the activities carried on by, or facilities provided by the centre.
4. By participating in a course at Skydive Langar, I fully accept the risks and dangers inherent in the activity of parachuting, and in particular the increased dangers of failing to adhere to the training and regulations as advised and notified to me.
5. I understand that Skydive Langar reserve the right to ask anyone behaving unsuitably to leave the premises.
6. I acknowledge that the consumption of alcohol whilst parachuting/skydiving is taking place is strictly prohibited and that the use of drugs is prohibited and illegal. I am aware that this includes spectators. I will declare the use of prescription drugs prior to training and jumping and I may be required to have a medical form signed by my doctor in advance.
7. I understand that no animals may be brought onto the airfield (with the exception of a service or support animal).
8. I agree to adhere to the airfield's speed limit of 5mph.

### Parachuting within the United Kingdom:

9. I acknowledge that the Civil Aviation Authority (hereinafter referred to as the "CAA") controls all parachuting activities within the United Kingdom and that British Parachute Schools Ltd is affiliated to the British Parachute Association (hereinafter referred to as the "BPA").
10. I acknowledge that it is a CAA requirement that all operations of Skydive Langar are conducted in accordance the British Parachute Association Operations Manual (hereinafter referred to as the "BPA Operations Manual" – reference <http://www.britishskydiving.org/stay-safe/>)
11. I acknowledge and accept that weather limitations and operational procedures are for my safety and I expect and require Skydive Langar to abide by them at all times.

### Restrictions and training:

12. Skydiving and parachuting is an activity sport and, as such, a degree of physical fitness is required for our courses. I therefore comply with the following age, weight, height and health restrictions:
13. **I am aware that a maximum weight limit of 15 stone (95kg) fully clothed applies.** I understand that for safety reasons a reasonable height / weight ratio is also required and that I may be refused my jump if it is felt my weight is disproportionately high for my height (a Body Mass Index of 35 or

more is considered unacceptable for tandem skydiving).

14. The age limitation is 16 years and older. Age 16-17 requires parental/ legal guardian consent (British Skydiving form 106) to be completed as well as British Parachute Association Tandem Student Declaration of Fitness Form 115A to be witnessed by a parent or guardian. All Tandem Students must sign British Skydiving Tandem Student Medical Information Form 115A. This form is sent out to each participant in the form of an online waiver. I am aware that if I am unable to meet the requirements of BPA Form 115A, I must have British Skydiving Tandem Student Declaration of Fitness Form 115B stamped and signed by my doctor. I understand that failure to produce the correct paperwork will add a delay to my jump taking place and could prevent it from happening at all.
15. I understand that only the official British Skydiving forms will be accepted. A letter or note from a doctor or medical notes will not be accepted. I understand that I must present the forms on the day of my jump. I will not post or email medical forms to Skydive Langar, as they cannot accept medical forms that have been sent in the post or emailed.
16. I have informed Skydive Langar of my exact height and weight using British Skydiving Form 115A or 115B. If my weight changes between the day on which I inform Skydive Langar and the day on which I jump, I agree to inform Skydive Langar of my weight before I jump. I understand that I will be weighed on the day and I must be within the weight limit to skydive.
17. 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.
18. 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 and during the jump and to act upon the commands of my instructor and to comply with any form of assistance or intervention the instructor may provide for me.
19. 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 Skydive Langar 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.
20. I am aware that skydiving may cause anxiety, fear and stress, cause injury and can cause death.
21. I understand, acknowledge and accept that while Skydive Langar agrees to provide me with complete and suitable training, facilities, equipment, personnel and resources, which comply with the requirements of the CAA and the British Skydiving Operations Manual, it cannot guarantee my safety.
22. In the event that I sustain any injury during training, during the course of a parachute descent, at any time while on Skydive Langar premises, or during any activity at Skydive Langar, I undertake to inform Skydive Langar as soon as I am aware that I have suffered such injury.
23. I understand that because Skydive Langar's concern is for my safety, they reserve the right to refuse training at the Chief Instructor (CI) or Tandem Instructor's (TI) discretion. The CI and/or TI may also choose to postpone a jump due to safety concerns if weather conditions are not suitable for an individual student at that time.

24. I understand that in the event I sustain any injury and enter into correspondence with, or commence any legal action against the Skydive Langar or any person for whom Skydive Langar is liable, and in the event that no action is pursued or the action is discontinued or is unsuccessful at trial, then Skydive Langar, 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.**

25. I acknowledge and accept that Skydive Langar cannot at any time guarantee the weather, times of jumps, jump altitudes, or jump orders. I further acknowledge and accept that, as an activity which is subject to the weather limitations, operating a guaranteed jump time system is impossible.

26. I acknowledge and accept that when sharing the day with others in a similar position, Skydive Langar 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 Skydive Langar decides as to times when jumps can be made and the order in which participants jumps are made is final and not open to challenge.

27. I accept that this “first come first served system” applies to myself at all times, including when attending on subsequent days.

### **Payments, Refund and Transfers Policy**

28. I understand that all bookings made (including deposits paid and any other full or partial payments) are valid for two years from the date of purchase. I understand that I must attend the airfield within this time frame.

29. I understand that if I fail to jump within two years from the original booking date for any reason, I will lose my £60 deposit. An extension fee of £60 can be paid if I wish to continue with my booking after the two year period has ended. To request an extension, I must email [info@skydivelangar.co.uk](mailto:info@skydivelangar.co.uk).

30. I understand that failure to book a date, complete training and all administration before the expiry date will lead to the **loss of the booking.**

31. I understand that all deposits paid, including the first £60 per person of any full payment made, are completely non-refundable and must be used for the full booking within two years from date of payment. This does not affect your statutory rights.

32. I understand my right to cancel – all bookings made over the phone or online may be cancelled within 14 days of purchase, provided I have not already attended the airfield. This must be requested in writing by email or post and any vouchers must be returned at my expense to The Control Tower, Langar Airfield, Langar, Nottinghamshire, NG13 9HY.

33. I understand that gift vouchers are non-refundable after the initial fourteen-day cooling off period.

34. I acknowledge that all remaining payments for the course must be paid prior to starting the course, briefing or training. Once the course, training or briefing has started, no refunds can be made, either in full or part, for whatever reason the jump or course cannot be completed.

35. I acknowledge that should my tandem jump not go ahead following my arrival at Langar Airfield, then it is available for two years from the date of booking.

36. I understand that following my booking, should I no longer wish to participate and the booking is still valid, I can transfer the booking to another person. *All name-replacement requests must be emailed to [info@skydivelangar.co.uk](mailto:info@skydivelangar.co.uk).*

37. I understand that upon arriving at Langar and being unable to jump, another person may replace me should I develop a medical issue or other problem that prevents me from jumping. The cost of this is £25 to cover the **‘British Skydiving Insurance form name change’**

## Vouchers

38. I understand that all vouchers are valid for twelve months from the date of the purchase. I understand that I must attend the airfield within this time frame and present my voucher on the day.
39. I understand that gift vouchers are non-transferable and non-refundable and are not suitable for resale.
40. I understand that my gift voucher can be extended for an additional six months, provided it has not yet expired, if I pay an extension fee of £60. Extension request must be emailed to [info@skydivelangar.co.uk](mailto:info@skydivelangar.co.uk).
41. Once a gift card has expired, it can be reactivated for an additional payment of £130. The voucher will be valid for six months after the original expiry date. Extension request must be emailed to [info@skydivelangar.co.uk](mailto:info@skydivelangar.co.uk).

## Photographic / Video Equipment

42. I acknowledge, that subject to the terms of a separate agreement, Skydive Langar offers to arrange for a photographic/video record of my jump to be made. I accept that Skydive Langar 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 that service but I will not be entitled to a refund of the price of my jump or to another jump.

## Midweek and Weekend: Conditions of Purchase

43. I understand that a midweek-only tandem skydive booking restricts bookings to Monday – Friday only, including Bank Holidays and weekend tandem skydives can be booked on any date that the Parachute centre is open for jumping, subject to availability, including both weekends and mid-week dates.
44. I understand that a midweek tandem skydive may be upgraded to a weekend tandem skydive by paying the difference in price. Once an upgrade has been paid for, I will receive no refund if the jump takes place midweek.
45. I understand that it is not possible to downgrade from a weekend tandem skydive.

## Course Date Change and Cancellation Policy

46. I understand that if I am within a year of the purchase date and more than 7 days prior to my jump date, I may cancel my booking but will lose any deposits that have been paid if I choose not to reschedule. I may reschedule at no extra cost. If I cancel less than 7 days prior to my jump, I am not entitled to any refund.
47. I understand that failure to attend the airfield on the day for which I am booked for any type of skydive *incurs a loss of the deposit payment of £60*. I agree to call Skydive Langar in advance if there is a problem with attending the airfield.
48. I understand that Skydive Langar cannot accept any responsibility for changing or postponing operating days due to unsuitable weather or other factors outside of their control. In these instances, jump deposits will not be refunded but I will be able to transfer my booking to an alternative date at no extra charge.
49. I acknowledge that Skydiving is an all-day event, and is highly dependent on the weather. Conditions need to be suitable for skydiving to commence, and it may be necessary to stop operations when conditions deteriorate. **It is my responsibility to ensure that I skydive within 1 year of my first visit to the airfield.**
50. I understand that I will not receive a refund or repeat attempt after a refusal to jump and exit the

aircraft.

### **BPS Second Tandem Offer**

51. I understand that subject to availability I may purchase a second tandem skydive for the same person on the same day at a reduced cost as listed on the website.

### **Limitation Of Liability**

52. Nothing in these terms and conditions shall limit or exclude liability for death or personal injury as a result of Skydive Langar's negligence or any other liability which cannot be lawfully limited or excluded.

53. Subject to Clause 47, I agree that Skydive Langar 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 or participation in Skydive Langar's activities. I understand that my statutory rights shall not be affected

### **ACCEPTANCE**

54. I understand and accept these terms and conditions and understand that they cannot be changed.