

TERMS AND CONDITIONS (applicable from 30 April 2008)

Membership

1. **British Parachute Association (BPA) and Army Parachute Association (APA).** It is mandatory for all parachutists at Netheravon to be a member of both the BPA and APA. Membership for both can be applied for on arrival at Netheravon. In the case of first jump students (Tandem, Static Line or AFF), P6 membership (the minimum requirement) is included in the price of the course.
2. **Rules.** All parachutists, Student, Intermediate or Advanced are to abide by the Army Parachute Association (APA) Membership Rules whilst on the ground, or in the air at Netheravon. Membership Rules are displayed at APA reception, printed on the reverse of the membership form, and can be downloaded from www.netheravon.com
3. **Standard Operating Procedures (SOPs).** All parachutists are encouraged to read the Army Parachute Association's SOPs. Instructors and pilots are required to do so. The SOPs are available to view in the Manifest cabin.
4. **Military Membership.** Military membership of the APA is available to the following categories:
 - a. Regular Serving personnel in The Royal Navy, The Army and the Royal Air Force.
 - b. Dependents of category a. Dependents include spouses and children in full time education (including university). It does not include extended family.
 - c. Reservists in the Services at Category A who are in possession of evidence that they contributed sufficient service to receive an annual bounty. In the event less than one year has been served, a letter from the Commanding Officer of the Unit stating the individual is suitable for military status within the APA is required.
 - d. Any personnel who have completed a full service career (22years).
 - e. Any personnel who intended to complete a full service career but have been medically discharged from the Armed Forces.
 - f. Members of University Officer Training Corps (UOTC) and School CCF Units.
5. **Civilian Membership.** Civilian membership is available to members of the public, not included in paragraph 4. Please note that civilian membership is required for members of the Emergency Services, Civil Servants working for the Ministry of Defence, Defence Fire Services, and other support services to the MOD, but who are not serving military personnel.
6. **Temporary Membership.** First Jump Students (to include Static Line, Accelerated Freefall and Tandem descents) will be issued with P6 membership of the BPA (which covers one year of unlimited tandem skydiving, static-line parachuting, or Accelerated Freefall Level 1 jumps). To progress in the sport, the student will need to convert to full BPA membership. Temporary membership of the APA is also included with first jumps, after which they can convert to full membership (either

military or civilian) if they wish to progress in the sport. Temporary membership is also available to parachutists who do not intend to be regular jumpers with the Army Parachute Association, but who are visiting from foreign countries, or other UK drop zones, but are attending an event hosted by the APA.

7. Non Jumping Membership. There is no specific membership provision for non jumping personnel.

8. Membership Refusal. The Chairman of The APA may withhold APA approval, recognition, or membership from any body or person, subject to ratification by the APA Executive Committee and confirmation in writing to those concerned.

Purchases

9. Validity. Sport parachute jump tickets are valid for one year from the date of purchase. The APA Secretary may, at his/her discretion, extend validity of tickets if there is good reason to do so. Tandem Skydive, Static Line (RAPS) and Accelerated Freefall (AFF) level one Vouchers are valid for one year from the date of purchase. They must be redeemed within the year, at which point the student is booked in for initial training. Once the initial training has taken place, a tandem student then has a further year in which to carry out their jump, during which period they are covered by the British Parachute Association 3rd Party Insurance policy. The validity of the tandem ticket will expire one year after initial training has taken place. The same periods of validity apply to Static Line and Accelerated Freefall students, but with the added requirement for them to undertake ground school refresher training (at the APA) at least once in any 3 month period, in order to retain currency. In the event 3 months lapses without refresher training taking place, the APA charges £30 per refresher for a lapse between 3-6 months, and £60 for a lapse between 6-12 months. A full course will need to be purchased in the event no parachuting or ground school activity takes place within one year from the date of initial training.

10. Refresher Training Availability. Refresher training is free of charge when conducted within the stipulated 3 month period, from the date of initial training. It is only guaranteed to be available on weekends, when a Duty Instructor is employed to carry out refresher and development training. Refresher training and equipment hire is never available on Wednesday afternoons, but usually available on Friday afternoons.

11. Deposits. The APA usually charges a £100 deposit for all Tandem, Static Line and AFF Level 1 bookings, made directly with the APA. The balance of the skydive will be paid for on arrival at the APA. The deposit secures the customer a place for the type of parachute jump they wish to undertake, on the date they have requested. The APA makes no charge for subsequently altering the proposed date, as long as one week's notice is given. The APA charges a £20 'loss of business' charge for a date alteration within one week of the reserved date, as it is fair to assume another customer might have been excluded from purchasing that skydive opportunity, and parachute instructors will have already been allocated to students. In the event a customer carries out initial ground school training on the date of their jump, but is unable to carry out the jump due to poor weather, or any other factor, it is

their responsibility to arrange a return date to complete the jump (please read para 6). No charge is made for this rebook.

12. Agency Customers. Customers who have booked their skydive through an external agency, and paid their deposit to the agency, are not required to pay a deposit to the APA. They will simply pay for the balance of their skydive on arrival. If the customer wishes to change the dates of their skydive prior to their jump, they should do so through their chosen agency. Customers are strongly advised to read and understand the Terms and Conditions of the Agency.

13. Cancellations. Refunds will be issued under the following conditions. In the event a deposit is paid, and the customer wishes to cancel the booking, a £20 administration charge will be levied. If the cancellation occurs within one week of the reserved date, a £40 charge will be levied to cover administration and 'loss of business' (see para 11). These charges will be levied regardless of the reasons for cancellation. In the event a customer cancels their jump having undertaken initial training, and requests a refund, a £60 fee will be levied. This fee combines a £20 administration charge, £30 towards the cost of the irrecoverable P6 BPA 3rd Party Insurance policy (issued to the customer on their registration for initial training), and a £10 'loss of business' fee.

14. Military Training. The Army Parachute Association is a tenant of the MOD at Airfield Camp, Netheravon. The camp is situated within Salisbury Plain Training area. On occasions military training activity will impose limitations on the hours and days of operation of the APA, mainly due to airspace restrictions. This could be at short notice, and beyond the control of the APA. The APA therefore accepts no responsibility for re-scheduling parachuting opportunities due to such activity.

15. Payment. Methods of payment accepted at the APA include credit and debit card, cash, company cheques, personal cheques (up to the value of the cheque guarantee card, and only when in possession of the cheque guarantee card), postal orders.

Insurance

16. BPA 3rd Party Insurance. Any parachutist who jumps with the Army Parachute Association at Netheravon is required to be a member of the British Parachute Association (National Governing Body) and is therefore protected by the BPA 3rd Party Insurance policy, to a maximum level of £2,000,000. The Army Parachute Association itself, as well as its instructors and pilots, are members of the same policy. Please visit www.bpa.org.uk to understand the content and limitations of the BPA policy.

17. Personal Accident Insurance. There is no personal accident medical insurance cover included in the BPA policy, and all parachutists are therefore strongly recommended to take out personal accident insurance that covers skydiving. The APA can provide the name of a company that provides such insurance, on request. We are not regulated by the FSA, and therefore not permitted to provide specific insurance advice.

Camera

18. **DVD Souvenir.** It is possible to purchase a DVD of your skydive experience. This service is only available for Tandem Skydives and Accelerated Freefall jumps. The provision of the service is only guaranteed for the weekend operation, although the APA has a good record of being able to provide the service on Fridays. Booking and payment for the service is made on arrival at the drop zone (not in advance). You should receive your fully edited DVD by post within one week of your skydive.

19. **Failure of DVD.** Due to the complexities of producing the product, and the influence of the atmosphere on camera equipment in freefall, the APA makes no guarantee that filming will be successful. The quality of the product is intended to be exceptionally high, but on occasions adverse circumstances will affect the ability of the cameraman, or equipment to reach the intended standard. Where there has been a complete failure to produce the product, the APA agrees to offer a refund on the DVD purchase. However, with such a misfortune, for whatever reason, whilst regrettable, the customer will not be entitled to a repeat skydive at no cost.

20. **Partial Failure of DVD.** Where there has been a partial failure, no refund will be available, as the APA and cameraman have already incurred the costs of attempting to produce the product. A partial failure is defined as a product where it is possible to view the student for part of their skydive. No guarantee is made to capture the aircraft ride, the exit from the aeroplane, or landing of the parachute.

21. **Still Photographs.** In conjunction with the DVD, still photographs of the skydive are offered as a free gift where possible. There is no charge for the photographs, and no refunds are available in the event they are not produced.

22. **Internet Upload.** The APA also offers a free video footage upload service to customers who purchase a DVD of their skydive event. Where possible, the cameramen will upload footage of your skydive to www.watchmyskydive.com/yourname. This service is not guaranteed (as it is operated by an external company) and no refunds are available if your skydive footage is not available for viewing on the site.

General

23. **APA Operating Periods.** During British Summer Time (BST), the APA is usually open to military and civilian parachutists on Wednesday afternoons (from 12pm), Friday afternoons (from 10am onwards) and all weekend, including bank holiday Mondays. Outside BST, the APA is only open on weekends. There is period during December and January that the APA is permanently closed. Please see the website for details. All opening times mentioned above are subject to change without notice.

24. **Joint Services Adventure Training (JSAT).** During most weekdays throughout the year, Netheravon drop zone will be conducting JSAT parachute training. That activity has priority over the use of the drop zone, and APA activity is co-ordinated around the requirements of JSAT. APA full and temporary members are to bear this in mind whilst on the drop zone mid week.

25. Access to Airfield Camp. Entrance to the camp is controlled by a military guardroom. Personal details of parachutists and spectators are required to be submitted at least 7 days in advance of your arrival, on the 'Netheravon Guest Proforma'. This can be faxed, emailed or posted to the APA, for further submission to the military guardroom. All adults (16years +) are required to show photograph identification. A passport or photo driving licence is ideal, but any other reasonable identification, combined with a utility bill detailing a home address should suffice. Exceptions to the 7 day rule will be considered by the guardroom.
26. Spectators. Due to limitations with the security process at the military guardroom, The MOD have limited spectators to 4 per parachutist. Children 16 years or under are not included in this quota, and can be brought in addition to a maximum of 4 adults.
27. Weight Limits. The maximum weight limit for tandem skydiving is 16 stone. The maximum weight for Static Line or AFF is 15st 8lbs. The student's weight and height ratio should be within the limits of an acceptable Body Mass Index (BMI) table.
28. Age limits. Students can undertake parachuting within the ages of 16-17yrs only with signed parental, or guardian consent. The necessary form (*BPA form 106*) is available for download, or from the APA office. Static Line and AFF courses can be started up to the age of 55 yrs. There is no upper age limit for tandem skydiving, as long as a doctor has approved the student to be sufficiently fit for the activity.
29. Medical Declarations. All parachutists 39 years or less are required to complete a medical self declaration (*BPA form 115(i)* or *BPA form 114-A(i)*). Students aged 16-17yrs are required to have their parent or guardian sign the form. This can happen at the drop zone. For parachutists 40 years+ a doctor needs to have signed and stamped the same medical declaration prior to a jump taking place. In this instance, DO NOT post the completed form to the APA. This is your personal possession, and you are required to bring it with you on the day of your jump. If you are 40 yrs+ and arrive at the drop zone without a doctor signed medical form you will not be permitted to jump. Please note that letters from doctors are not acceptable as an alternative to the BPA medical forms, as the correct forms provide the doctor with pertinent information about the physiological effects of skydiving. Equally, other professional medicals (such as pilot medicals) are not acceptable.
30. Standard Operating Procedures (SPOs). The APA SOPs are available for all parachutists to read. They are located in the Manifest cabin.
31. Lost Property. The APA accepts no responsibility for lost property.
32. Alcohol. You must not consume alcohol on the day of your jump (until it is completed), or to excess the night before. The APA has a bar on site, which is generally open on Friday and Saturday evenings. As the bar is located on a military site, suitable behaviour is required.

33. Chief Instructor Discretion. Ultimately, the decision as to whether or not you will be permitted to jump with the APA lies with the Chief Instructor, or his nominated deputy. If in his opinion you are not physically suited to conduct a parachute jump, or your ability to understand ground training is in question, or an action you have committed whilst on the ground, or in the air casts doubt over your suitability, or you appear to be intoxicated, or for any other reason the Chief Instructor considers you to be a potential danger to yourself or others, you will not be permitted to jump. Partial refunds for your costs will be considered at the discretion of the APA Secretary.

34. Disclaimer. Parachuting and Skydiving is considered to be an adventurous sport, where there is a risk of personal injury or death. Similar risks apply to many other adventurous sports, or activities. Every possible precaution is made at the Army Parachute Association to minimize the chances of personal injury, but the possibility still exists. If you cannot accept the possible consequences of personal injury, or death, then you should not skydive. You will be asked to sign the following declaration at your initial training:

a. Tandem: I have received training and am prepared to carry out a tandem parachute jump. I fully understand that there is a serious risk of injury or death regardless of the standards of instruction, training and equipment used. I voluntarily accept all the risks associated with my participation in a tandem parachute jump. I accept that it is my responsibility to carry out the commands given to me by my instructor at all times. This includes instruction on the ground, in the aircraft and during the parachute descent. I accept that it is my responsibility to actively participate in the landing. I understand that this will involve lifting my legs and feet when told to do so by my instructor when coming into land.

b. Static Line and Accelerated Freefall: I fully understand that there is a serious risk of injury or death regardless of the instruction, training and equipment used. I voluntarily accept all the risks associated with my participation in a parachute descent

35. Questions. If you have questions regarding these Terms and Conditions please contact the APA.