

Terms of Service Skydive ENPC



List of Changes

Date	Article	Content of change
1-10-2022	5.9	Artikel 5.9 supplemented; Requirement for a physical consult in order to achieve a medical for a ground course.
1-6-2024	5.9	Bringing article 5.9 in line with the KNVvL Self Declaration for health.
1-6-2024	6.3	The right for refund only remains if the cancellation is necessitated by demonstrable force majeure reasons if the jump is cancelled within 7 days before the appointment.

1. General

1.1 These terms of service apply to all transactions and activities of Skydive ENPC.

1.2 By "Skydive ENPC" is meant the Eerste Nederlandse Parachutisten Club ("First Dutch Parachuting Club"), a non-profit association subjected to Dutch Law, registered in Bosschenhoofd and located at Pastoor van Breugelstraat 91-A, the Netherlands. Skydive ENPC is registered at the chamber of commerce under number 40280805.

1.3 By "Website" is meant the internet website, mobile applications, electronical communication or services, or any other location where you can buy a product or service with Skydive ENPC. The Skydive ENPC website is owned by Skydive ENPC.

1.4 The definition of a tandem jump is the product where the buyer makes a skydive attached to an instructor.

1.5 The definition of a demonstration- or showjump is planned jumps on any other location than Skydive ENPC's own dropzone.

1.6 The definition of a "Sportjump" is any jump made by a trained skydiver who completed the basic parachuting course (or a foreign equivalent) successfully. Sportjumpers are in possession of a valid rating or license.

1.7 By customer or participant is meant any person(s) who purchases any product or service with Skydive ENPC, and/or participate to any activities organized by Skydive ENPC.

1.8 The last update of these terms of services was on 1 January 2018 (version 1.0). Skydive ENPC reserves the right to change or update these terms of service at any time. All changes or updates will be published on the Skydive ENPC website. The customer or participant is bound to the terms of service that applied at the moment of purchase. A customer or participant agrees to these terms of service by purchasing a product or service with Skydive ENPC.

1.9 The definition of Participation Requirements is the practical terms to which a customer or participant is bound. These are published on the Skydive ENPC website and include but are not limited to: minimal and maximum age limit, minimal and maximum body limits and health. Skydive ENPC reserves the right to refuse a product or service to anyone for any reason as stated in the Skydive ENPC House Rules.

2. Participation to Activities

2.1 A person must be at least 16 years of age to enrol onto the Basic Parachuting Course. Until the legal age of 18 parental consent is required. The maximum age limit to start a Basic Parachuting Course is 50 years.

2.2 There is no legal minimum age for a tandemjump, however, for any children below the age of 10 an introductory interview is mandatory. There is no maximum limit to participate in a tandem jump, but an estimate of the physical abilities of the participant can be required.

2.3 The customer or participant is making an offer to Skydive ENPC of purchasing a product or service by clicking on the button "Doorgaan naar Betalen" ("Continue to Payment") on the Skydive ENPC website and completing the payment (in case of an iDeal or other online payment) The purchase is only finalized when the confirmation email has been received. Skydive ENPC reserves the right to cancel the agreed product or service at any time.

2.4 Skydiving is a weather-dependent activity. Skydive ENPC therefore reserves the right to postpone or cancel any jumps when the weather conditions do not allow safe skydiving operations. The duty instructor is responsible for determining the suitability of the weather.

3. Purchasing Products and Services

3.1 Applicable prices for all products and services are published by Skydive ENPC prior the purchase by the customer or participant.

3.2 Skydive ENPC is a non-profit association and therefore does not charge any VAT to its published prices.

3.3 Skydive ENPC reserves the right, even after purchase by the customer or participant, to raise prices due to increases in fuelprices, landing fees or any other factor. The customer and/or participant has the right to cancel the purchase or participation in case of price increases. Any prices increases are communicated to the customers and/or participants prior their jump or activity.

3.4 All purchases, services or activities must be paid in advance. Only in exceptional cases (to be determined by the board of Skydive ENPC) is payment after the activity possible.

3.5 Any paid fees or transactions remain valid for a period of 2 years. If the jump has not been made after 2 years, the paid feest fall due to Skydive ENPC. For sportjumpers the same applies after 2 years of inactivity of their account.

3.6 Skydive ENPC reserves the right to postpone or cancel the jump or participation if the payment is not received in time, until the time the payment obligation has been fulfilled. The customer will be held to the purchase.

3.7 Skydive ENPC reserves the right to charge legal interest rates and/or debt collection costs if the customer does not comply with the prescribed payment period. Applicable law will be observed at all times.

3.8 A refund will only be assigned when the the cancellation is being communicated in a timely matter. Skydive ENPC points out the opportunity to take a cancellation- or travel insurance.

4. Liability

4.1 The customer and/or participant acknowledges empathically that by participating in an activity with Skydive ENPC they are aware of the inherent risk involved in skydiving. This includes but is not limited to personal health, damage to goods, bodily harm and death.

4.2 The customer and/or participant safeguards Skydive ENPC explicitly for any damages and/or injury suffered by them or any third party during any activities or use of equipment of Skydive ENPC.

4.3 Skydive ENPC will reimburse any damage or cost if being held responsible or liable by law. This only applies to direct damages and is not applicable to any indirect or consequential damages.

4.4 Skydive ENPC is connected to the Royal Dutch Aeronautical Association (Koninklijke Nederlandse Vereniging voor Luchtvaart), Parachuting Department. The KNVvL has a liability insurance, which Skydive ENPC can also appeal to. Skydive ENPC's liability is limited to the amount which is paid out by the insurance company. Every customer and/or participant is free to take extra insurance as he/she feels fit.

5. Courses and Training

5.1 A Basic Parachute Course always lasts (for a minimum of) two days.

5.2 Skydive ENPC is not responsible or liable for any compensation if (part of) the basic parachute course has to be cancelled due to force majeure situations. These include, but are not limited to: strikes, security reasons, resigned orders by the aircraft owner, technical issues, weather circumstances, temporary or definitive closure of Breda Airport, and any other unforeseen reasons.

5.3 Skydive ENPC will provide ample opportunity to the customer and/or participant to reschedule the course which was cancelled under 5.2 mentioned reasons. Skydive ENPC will always attempt to the maximum extent possible to reschedule the course within 12 months.

5.4 The purchaser or participant to a course has a closed agreement with Skydive ENPC about his or her individual slot. These course slots cannot be transferred to another person without explicit consent of Skydive ENPC.

5.5 The customer and/or participant will follow required law, regulations and any other instructions or indications given by the board or members of Skydive ENPC at all times.

5.6 Skydive ENPC reserves the right to exclude a customer and/or participant from further participation because of compelling reasons. Compelling reasons constitute, but are not limited to not following the content stated in article 5.5, as well as constituting a danger to themselves or others and therefore being unsuitable for skydiving. This is to be determined by the duty instructor.

5.7 A customer and/or participant has no right to refund, reimbursement or any other form of compensation in case a customer and/or participant is being excluded for reasons mentioned in article 5.6. Neither will any incurred costs, such as transportation, lodging, medical costs or any other costs be reimbursed. Only jumpfees that are included in the basis parachute course are liable for refunding.

5.8 A customer and/or participant has the possibility to transfer his jumpfees into a tandemjump if he or she decides to stop with the basic ground course at their own choosing.

5.9 A physical consult is mandatory in order to achieve a valid medical. An online consult will not be recognized by Skydive ENPC as being sufficient to enroll in the course.

6. Tandemjumps

6.1 Skydive ENPC reserves the right to refuse a customer and/or participant to make a tandemjump without statement of reasons. The maximum weight for a tandemjump is

100 kg. An exception to the maximum weight can only be made after a physical examination and personal consent by the instructor. The examination includes physical ability, fitness and age.

6.2 Skydive ENPC is not responsible or liable for any compensation if a tandem jump has to be cancelled due to force majeure situations. These include, but are not limited to: strikes, security reasons, resigned orders by the aircraft owner, technical issues, weather circumstances, temporary or definitive closure of Breda Airport, and any other unforeseen reasons.

6.3 Skydive ENPC will provide ample opportunity to the customer and/or participant to reschedule the jump which was cancelled under 6.2 mentioned reasons. Skydive ENPC will always attempt to the maximum extent possible to reschedule the jump as soon as practically possible.

6.4 The purchaser or participant to a jump has a closed agreement with Skydive ENPC about his or her individual slot. These course slots cannot be transferred to another person without explicit consent of Skydive ENPC.

6.5 The customer and/or participant will follow required law, regulations and any other instructions or indications given by the board or members of Skydive ENPC at all times. This also applies to any spectators coming to see someone else's jump.

6.6 Skydive ENPC reserves the right to exclude a customer and/or participant from further participation because of compelling reasons. Compelling reasons constitute, but are not limited to not following the content stated in article 6.5, as well as constituting a danger to themselves or others and therefore being unsuitable for skydiving. This is to be determined by the duty instructor.

6.7 A customer and/or participant remains the right for refund if a jump is cancelled by the customer for demonstrable force majeure reasons. The right for a refund expires when a customer and/or participant has decided not to make the jumps for any other reason within 7 days before the scheduled jump. The right for a refund also expires if the jump is cancelled for reasons mentioned in article 6.5.

6.8 Skydive ENPC cannot provide a refund for tandem jumps that have been booked through an external party, such as Vliegles.nl, Vluchtmaken.com and Groupon. The customer and/or participant will have to direct his or her request for refund to the external party. If a customer and/or participant is a no-show at his or her appointment, the jump voucher will be cashed in and the right for a refund will hereby expire.

6.9 A customer and/or participant who decides to book a video with his or her jump will waive the right for a separate quitclaim. Video and photo footage will only be used for internal promotional purposes. Video and photo footage will never be used outside Skydive ENPC without explicit consent of the person portrayed in the video and/or photo.

7. Cancellations and Complaints

7.1 Any customer and/or participant will notify Skydive ENPC without delay in case of foreclosure or delays.

7.2 Skydive ENPC reserves the right to exclude a customer and/or participant if he or she fails to notify Skydive ENPC in case of foreclosure or delay.

7.3 The possibility for a refund is forfeited if a customer and/or participant fails to notify Skydive ENPC in a timely matter about his or her absence.

7.4 A customer and/or participant can direct any complaints to the board of Skydive ENPC via info@enpc.nl.

8. Closing Remarks

8.1 Dutch law is applicable to all Skydive ENPC products, services and these Terms of Service.

8.2 Any disputes caused by or resulting from any agreement with Skydive ENPC and/or our products and services will be settled by the competent court of Breda.

8.3 Skydive ENPC privacy policy is applicable for all products, services and activities. This can be found on the Skydive ENPC website, <https://www.enpc.nl>.