

Date: _____

The following are the terms of trade of Skydive Australia. For the purposes of this document, "Skydive Australia" ("SA") is known as either Skydive Australia Group, Experience Co Limited (ACN 167 320 47), Skydive the Beach and Beyond Sydney Wollongong Pty Ltd (ACN 169 433 363), Skydive the Beach and Beyond Central Coast Pty Ltd (ACN 167 390 909), Skydive the Beach and Beyond Hunter Valley Pty Ltd (ACN 156 316 200), Skydive the Beach Byron Bay Pty Ltd (ACN 155 802 959), Skydive the Beach and Beyond Melbourne Pty Ltd (ACN 169 446 664), Skydive the Beach and Beyond Great Ocean Road Pty Ltd (ACN 167 042 819), Skydive the Beach and Beyond Yarra Valley Pty Ltd (ACN 167 197 864), Skydive the Beach and Beyond Perth Pty Ltd (ACN 169 433 461), STBAUS (ACN 169 464 555), Skydive the Beach and Beyond Airlie Beach (ACN 168 469 565), Skydive the Beach and Beyond Newcastle Pty Ltd (ACN 167 042 800), Australia Skydive Pty Ltd (ACN 134 382 004). SA is the seller of all tandem skydives and other ancillary items, including but not limited to certificates, photographs, videos, and merchandise. All dealings with SA will be on these Terms of Trade unless otherwise agreed in writing with SA.

1. Booking Terms and Conditions: All paperwork, safety briefing and gear-up must be completed. At the time of booking, validity of various package offers should be confirmed as SA reserve the right to change without notice. All bookings are given an 'Arrival/Check in' time only. Please note this is not a 'skydive' time. Whilst SA endeavour to complete an individual's tandem skydive within 4 hours of arrival, SA advise you to arrive with no time constraints – you should plan for this to be a whole day's activity. As safety is SA's main concern, factors such as wind, cloud, rain, thermal turbulence etc. and other factors such as air traffic can affect the time it takes to complete your skydive activity. Weather can change for better or worse in minutes, and you will be unable to skydive unless you are at SA's Drop Zone. Weather conditions and other unforeseen circumstances can also require SA to alter the altitude of the skydive. As aircraft are mechanical and periodically become unavailable, SA reserve the right to change aircraft type without notice. On occasion, these aircraft changes and Air Traffic Control (ATC) may require SA to change the required altitude and number of participants in a plane. Further, SA reserves the right to reschedule your skydive. Medical conditions which could affect your safety should be discussed with your doctor prior to your booking. No alcohol or "recreational" drugs are to be taken for at least 8 hours prior to arrival. Please advise SA if you are taking prescription medication. Minimum age is 12 years old and all minors must have a legal guardian present on the day of the tandem skydive. All persons are subject to Tandem Master assessment. Weight over 110kg is subject to DZSO/Tandem Master assessment and different weight cut-off limits may apply at each location. All persons 95kg and over will incur a surcharge of \$50.00 AUD (inclusive of GST). Those 105kg and over, a surcharge of \$75.00 AUD (inclusive of GST) applies. Those 115kg and over, a surcharge of \$100.00 AUD (inclusive of GST) applies. Discount coupons are valid only for direct bookings with SA as specifically stated on advertisement. Booking agents are not obliged to accept discount coupons. All Public Holidays incur the regular tandem skydive weekend rate. All online bookings incur a \$4.95 per transaction fee (inclusive of GST). All bookings are final, no refunds are given.

2. Booking Changes/Cancellation Policy: Booking payments are per person (individual). Booking payments are non-refundable but are transferrable. To change your booking to a different date and time, SA requires 48 hours notice or your booking payment(s) will be void. Rebooking your skydive without 48 hours notice will incur a \$110 rebooking fee. Failure to turn up at the 'check-in' time will result in a 100% cancellation fee. Failure to go through with your skydive will forfeit your jump, no refunds will be given. All bookings are final, no refunds are given for change of mind or change of experience to a lesser value. If your skydive is cancelled due to weather or other unforeseen circumstances, you will be required to book for another day, for the same experience. Upgrade fees for changing to weekend experiences or different locations must be paid in these circumstances. Skydives can be transferred to another Skydive Australia location, any price upgrades must be paid by the customer. Cash refunds will not be available when changing to an experience of less value.

3. Group Booking Policy: If there is more than one person tandem skydiving it is the group organiser's responsibility to ensure everyone in the group understands and accepts the SA Terms and Conditions. Group booking organisers must assist SA by providing a group organiser contact and organising individuals who wish to tandem skydive together. Last minute additions to group bookings are required to pay their deposit prior to arrival at the Drop Zone. Those arriving at the Drop Zone without a deposit will have to wait until the conclusion of the day's bookings before tandem skydiving. While SA endeavours to keep groups in the same load, SA does reserve the right to change group configurations where necessary due to operational requirements. No refunds will be made available where SA changes your group configuration.

4. Gift Vouchers Policy: Vouchers are non-refundable, not redeemable for cash, but are transferable. The Purchaser must advise SA in order to transfer a gift voucher. All gift vouchers purchased directly through SA will expire 6 months after purchase. Gift Voucher extensions are available for \$50 for a 3 month extension. Failure to show on your scheduled date and time will render your voucher invalid. Treat your voucher like cash and take care not to lose it. Remember to present your voucher on arrival to check-in as without it, you are unable to skydive. Lost or stolen gift vouchers are non-refundable and no replacements are available. Where the cost of your experience is greater than the value of your voucher, you will be required to pay the difference. Where the cost of your experience is less than the value of your voucher you will not be entitled to a cash refund. **If your voucher is lost or stolen, you are unable to redeem your skydive and will be required to purchase a new voucher.** When booking an Adventure Package, purchasers must also agree to the terms and conditions of the relevant partner suppliers which can be obtained by contacting these suppliers directly.

5. Video and Photo Terms and Conditions: Videos and photographs purchased through SA remain the copyright of the videographer who took the footage and they own and retain the right to the footage and photographs. A licence agreement exists between SA and the respective videographer who took the respective footage. Such footage may be used by SA for company marketing purposes and reproduction of videos sold and may only be used or reproduced by the purchaser or recipient for private or domestic purposes and must not be used for any commercial purpose, including promotion of any supplier or any supplier's products or services without the videographer's and SA's prior permission. Should you not want any of your footage or photographs uploaded to SA social media platforms, or used in company marketing, it is your responsibility to advise manifest prior to your jump. Please be advised that should there be any technical issues relating to camera/dubbing equipment, no refunds can be made for the individual skydive as the filming and skydive are two separate products. If we are unable to provide you with the skydive video or photo product due to technical issues a refund for the video or photo product purchased will be issued. If only a portion of your video or photo product fails you will be issued with a refund for the balance of the amount paid less the value of the product actually received. Videos purchased through SA will be tested on the day of your tandem skydive. Videos are available to all purchasers for viewing on that same day, should you wish to view it. Your acceptance of it on the day will be deemed as your approval of the video being in full working order. No refunds will be made available after your departure from our offices for those videos that are considered not to be in full working order. Whilst it is not mandatory to book a video or photographs it is advisable, as on some occasions a late change of mind may result in disappointment.

6. Privacy Policy: SA is dedicated to keeping your details private. For our full Privacy Policy, please visit SA's website.

7. Security Policy: When purchasing from SA your financial details are passed through a secure server using the latest 128-bit SSL (secure sockets layer) encryption technology. 128-bit SSL encryption is approximated to take at least one trillion years to break and is the industry standard. If you have any questions regarding our security policy, please contact SA on info@skydive.com.au.

8. On the Day: Payments made at the drop zone with credit card will incur a 1.5% surcharge for Visa and Mastercard and a 2% surcharge for Union Pay (inclusive of GST). Whilst we endeavour to keep spectators informed about the landing locations of skydive participants, our priority is ensuring the safety of participants. Skydive Australia utilises multiple landing sites at each of its locations. The location of the landing area for each parachute drop may vary dependant on weather conditions, with the focus being on customer safety. Refunds or compensation will not be made available if a spectator does not witness a landing.

9. APF Included: Australian Parachute Federation membership is included in all prices unless otherwise indicated. No hidden fees or prices.

10. Acceptance of these Terms and Conditions: Be advised that once received by SA it serves as authorisation of your payment and acceptance of the terms and conditions stated. You also agree to further indemnify SA, it's associate companies, directors and associates against any risk or action related to your participation in your skydive.

I have read & understood the above terms and conditions and agree to ensure everyone in the group understands and agrees to the terms and conditions.

Name: _____ Signature _____ DOB _____ (dd/mm/yy) Weight _____

Email _____ Mobile Number _____ I am (please tick) Australian Citizen International

Emergency contact name _____ Emergency contact number _____ Relationship _____