



SERVICE AGREEMENT TERMS AND CONDITIONS

The present general conditions of the service agreement of the association A - CENTER are concluded between,

On the one hand: the association A - CENTER domiciled at 106 boulevard Clemenceau, 59510 Hem (Nord Department - 59), identification number R.N.A W662005544, publication number 20120003, represented by its President Mr. Jean François BODET.

Phone : 03 20 94 14 14

E-mail : airbornecenter.france@gmail.com

Site internet : <http://www.airbornecenter.com>

And on the other hand :

Name : TUREK

First Name : MACIEJ

Adress : 02-763 WARSZAWA MARSYLSKA 5/19 POLAND

Phone : +48 / 608 / 006 / 267

E-mail : m.turek1973 @ gmail . com

ARTICLE 1-0

The present general conditions of the service agreement of the association A - CENTER govern all the services and reservations offered by the association A - CENTER.

The parties agree that their relations will be exclusively governed by this agreement, as well as the rules of procedure and the statutes of the association A - CENTER, to the exclusion of any other condition. Any reservation or order made with the A - CENTER association implies total and unreserved acceptance of these general conditions and, possibly, of the special or specific conditions for one or more services offered to members.

ARTICLE 1-1

These conditions define the reciprocal terms and obligations of the parties.

ARTICLE 1-2

All the services (discovery jump, refresher course, maintenance jump, demonstration jump, commemorative jump, air show, full course, etc.) offered to members of the A - CENTER association are only valid in exploited areas. temporarily or permanently by the association A-CENTER.

ARTICLE 1-3

The aerial activities offered by the A - CENTER association are subject to hazards (climatic, meteorological, technical, physical, etc.) which do not guarantee the smooth running of the services offered to members, or even impose postponement or cancellation. The A - CENTER association will always take the decisions that will preserve its members and the smooth running of its activities, within a strict legal framework and in optimal security conditions. Under such conditions, no claim will be taken into account.

ARTICLE 1-4

The services offered to members are described and presented with the greatest possible accuracy. However, if errors or omissions occur in this presentation, the responsibility of the association A - CENTER cannot be engaged. The illustrations, videos, photos... of the services in support of the text and the speech do not enter into the contractual field.

ARTICLE 1-5

The services offered to members of the A - CENTER association are only reimbursable within the strict limits of the following degressive conditions ("D" is to be considered as the date of completion of the order):

- From order to D-30 = 80% of the total cost reimbursed
- D-29 to D-20 = 50% of the total cost reimbursed
- D-19 to D-14 = 40% of the total cost reimbursed
- D-13 to D-8 = 20% of the total cost reimbursed
- From D-7 included = no refund

ARTICLE 1-6

All services are valid for one year from the date of booking.

ARTICLE 1-7

The A - CENTER association is and remains the owner of all the images (photographs, videos, illustrations, etc.) and of the use that may be made of them, whether commercial or not.

ARTICLE 1-8

Prices are presented in Euros (€) and include VAT.

ARTICLE 1-9

The prices are revised periodically depending, in particular, on the variation of fuel costs, landing taxes and any other variable charge.

ARTICLE 2-0

The A - CENTER association cannot be held responsible in the event of a price change between the time the service is ordered and the date on which it will be carried out (see article 1-9).

ARTICLE 2-1

The performance of the service ordered (within the framework described by articles 1-2/3/4) implies acceptance of the prices and descriptions of the services offered. No complaint will be taken into account.

ARTICLE 2-2

Any service started (within the framework described by articles 1-2/3/4/5) implies acceptance of the prices and descriptions of the services offered. No complaint will be taken into account.

ARTICLE 2-3

All additional costs (postage, travel, printing, etc.) to normal file management (member's delay, non-compliance with procedures, etc.) will be fully borne by the member who initiated them.

ARTICLE 2-4

Payments are made primarily by bank transfer (specifying the purpose of the payment and the name of the member),

by Paypal airbornecenter.france@gmail.com, or by species.

- **Bank details of the association:**
- BIC : CEPFRPP627
- IBAN : FR76 1627 5008 0008 0003 4033 434

ARTICLE 2-5

The services are paid for when ordering and no later than forty (40) days before the date of their completion.

After this period, additional administrative costs, which may amount to 20% of the total amount of the service ordered, may be claimed.

ARTICLE 2-6

The total or partial non-payment of the order before its completion will result in the cancellation of the service, without possible refund.

ARTICLE 2-7

Any payment check is cashed upon receipt in order to validate the order.

Receipt of the check and the registration file constitutes confirmation of the service ordered. In case of rejection of the check by the holder of the debited account, the service will be canceled.

ARTICLE 2-8

The deposit is not refundable.

ARTICLE 2-9

All members must follow the ordering procedure

After making their choice and checking the specifics of the service, the member can either pay:

The form can be sent as an attachment to an email addressed to airbornecenter.france@gmail.com but it will only be taken into account upon receipt of the check and definitively validated when the sum is credited to the association's account.

- By bank transfer to the following details:

o BIC: CEPFRPP627

o IBAN: FR76 1627 5008 0008 0003 4033 434

The form will be sent by email to airbornecenter.france@gmail.com but it will only be taken into account upon receipt of the transfer crediting the association's account.

ARTICLE 3-0

The A - CENTER association reserves the right to cancel a service due to bad weather conditions, for insufficient safety reasons or for any other case of force majeure beyond its control.

This cancellation can take place just before take-off or even during the flight. In this case, the A - CENTER association will not be liable for the travel or accommodation costs incurred by the members to go to the place of performance of the service.

In addition, the payment for the service will be reimbursed to the member after subtracting the costs incurred by the association and which it has already paid to its suppliers and other service providers..

ARTICLE 3-1

In the event that the member refuses to perform a service (example: refusal to jump or board an aircraft), the service is considered to have been performed and the full price remains due. No complaint will be taken into account.

The same applies in the case of a member who does not show up for the appointment (day and time) set for the performance of a service. Same thing if he shows up late.

ARTICLE 3-2

Access to the plane and to the are subject to the validation of the written evaluations (written test) and practical (passage to the harness, restitution of the acquired skills, rolling around...). The staff and instructors will invalidate any candidate who fails to pass the tests. No refund will be made but the candidate will be able to try his luck again on the next jumpschool, without paying a supplement.

ARTICLE 3-3

In the event of force majeure and at least seven (7) days before the performance of a service, a member may ask to postpone the sums he has committed to another service of the same type taking place later.

In order to cover all or part of the costs incurred by the A - CENTER association, 20% of the total cost of the service paid by the member will be deducted from the amount thus deferred.

The notion of force majeure must also be justified by the member: medical certificate, work stoppage, proof of accident, etc.

In the absence of justification, the service will be considered as carried out and no refund or postponement will be granted.

ARTICLE 3-4

In the event of abandonment of a member during the performance of a service, no refund will be made, except for medical reasons confirmed by a doctor. In this case, the amount of the reimbursement will be calculated in proportion to the number of jumps made and the fixed costs will be retained (licence, center card, administrative costs, equipment provided, etc.).

ARTICLE 3-5

For the reasons cited in article 1-3, the A - CENTER association cannot guarantee the performance of a service on a fixed, firm and definitive schedule. The appointment schedule thus communicated is indicative. However, the member must respect this schedule and plan the time necessary to carry out the service in the best possible conditions.

If the member does not organize himself accordingly, the service will be considered as fully realized, without possible refund

ARTICLE 3-6

The performance of a service depends closely on the weather conditions, the aircraft and the equipment used, all with a view to safety.

Instructors, droppers, pilots, para club or aerodrome managers, members of the office of the A - CENTER association or any other authority in charge of the proper performance of a service, may at any time decide to postpone it, its cancellation, the revision of the parachuting conditions... in the event of meteorological, technical, health problems... that may affect safety.

ARTICLE 3-7

The minimum age for the practice of hemispheric skydiving set by the A - CENTER association is 16 years old..

ARTICLE 3-8

The criteria of age, height, weight and motivation of the member are taken into account by the instructors, droppers, pilots, para club or aerodrome managers, members of the office of the association A - CENTER or any other authority in charge of the proper performance of a service. They reserve the right to accept or refuse a member they deem unsuitable for skydiving. In this case, the amount paid during registration will be refunded after subtracting the costs incurred by the association A - CENTER.

ARTICLE 3-9

The jumping member must be in good physical and mental health and not be suffering from a condition or illness that contraindicates the practice of skydiving. Not having recently had an accident, not undergoing medical treatment that could alter your mind and body, not suffering from problems with the lower limbs, the spine, heart, O.R.L., loss of consciousness, epilepsy... and not be pregnant.

Upon joining, members are required to present a medical certificate of aptitude for the practice of skydiving (issued by a Doctor) and to inform the A - CENTER association of specificities such as the wearing of contact lenses, glasses, the presence of prostheses... and any other characteristic that may have an impact on the practice of skydiving and the safety of the member.

In the event of a change between membership and participation in a service, members are required to inform the A - CENTER association.

The A - CENTER association reserves the right to prohibit from jumping any member who has concealed a characteristic (physical, physiological, psychological or psychic) that may affect his safety and that of others.

The same applies if the association detects such a characteristic in a member.

In either of these cases, no complaint will be taken into account and the member will have to present himself again with a certificate of aptitude for the practice of parachuting.

ARTICLE 4-0

It is strongly recommended that members do not perform scuba diving within 48 (forty-eight) hours preceding the performance of a service.

ARTICLE 4-1

Members must wear clothing that meets the following specifications:

- HBT A - CENTER khaki outfit, US M1C type helmet and US Corcoran type jumping boots, A - CENTER cap.
- During the first performances, excluding commemoration or demonstration jumps, a sober and non-camouflaged khaki outfit (excluding HBT A - CENTER khaki outfit) and high-top shoes without hooks may be accepted while the member is respectfully equipped. rules imposed by the association A - CENTER.

The wearing of decorations and uniforms is strictly prohibited, except in special cases and under very strict conditions for active military personnel (French or foreign), operational reservists, old and veterans.

The HBT A - CENTER khaki outfit allows members to display one or more patents (4 maximum and in fabric), including the A - CENTER patent. Obtaining and the right to use these patents must be able to be justified at any time by the members.

Exceptionally, members can wear a beret or police cap subject to justifying that they serve or have served in the weapon thus represented. This wearing can only be done within the strict framework of a ceremony (granting of patents for example).

Wearing ranks is strictly prohibited.

Any member displaying decorations, patents, ranks, uniforms... in a usurped way will be excluded from the meeting from the current service, from the A - CENTER association and will be the subject of a declaration for illegal wearing of decoration , rank or uniform.

ARTICLE 4-2

For safety reasons and in compliance with the technical specifications provided by the manufacturer of the parachutes used by the A - CENTER association, **the weight of the jumping member must not exceed Ninety kilograms (90 kg) maximum on jump day.**

If this weight is exceeded, the Service Manager reserves the right not to authorize the member to jump. In this case and in the event of manifest and deliberate concealment of the weight, the service will be considered carried out and full payment will be required, without any possible complaint..

ARTICLE 4-3

Any member who has consumed substances that may degrade his physical, psychotechnical, psychic and psychological abilities (alcohol, drugs, medication, etc.) will be refused access to the service, without complaint or refund possible..

ARTICLE 4-4

All members are required to comply with the safety rules in force which are posted on the aerodromes, para clubs, practiced within the structures which welcome us, presented in the internal regulations of the association A - CENTER, or practiced by the aircraft that we are using.

Otherwise, the offending member will be excluded from the service which will be considered to have been carried out and full payment will be required, without any possible complaint.

ARTICLE 4-5

Any complaint from a member concerning the order of a service that cannot be carried out by the A - CENTER association will be considered unfounded. The A - CENTER association undertakes to notify by e-mail or telephone any member who has placed an order for an unrealizable service.

ARTICLE 4-6

Any complaint must be sent by registered letter with acknowledgment of receipt to the registered office of the association A - CENTER (106 Boulevard Clemenceau - 59510 Hem) within a maximum period of seven (7) days after completion of the service concerned.

The complaint must be substantiated and supported by tangible and verifiable evidence. After this period and without motivation, the complaint will be considered null and void and dismissed.

ARTICLE 4-7

Each party may initiate any useful procedure, express jurisdiction being attributed to the courts of the city of Hem.

This service agreement of the association A - CENTER comprises a total of 07 pages and 38 articles numbered from 1-0 to 4-7

MEMBER'S COMMITMENT

The following text is to be reproduced below and by hand, without modifications or erasures, specifying your surname and first name:

"After having read all the information specifying the nature and extent of the obligations that I contract with the association A - CENTER, I, the undersigned surname + first name, declare:

- Have received, read and understood the statutes of the association A - CENTER, and accept without conditions all the articles
- Have received, read and understood the rules of procedure of the association A - CENTER, and accept all of the articles without conditions.
- Having read and understood this service agreement, and unconditionally accepting all of its articles. »

Made in LABASTE, the 22 / 08 / 2023

Subscriber's signature

" Read and approved "

Read and approved
Muriel Dury

For The association A - CENTER
The President, Jean-François BODET

