



**EXPOSITION AND SCHEDULE
OF APPROVAL BY THE
CIVIL AVIATION AUTHORITY**

*Reference Number
20191212-Approval 268 AN02016*

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**BRITISH SKYDIVING
EXPOSITION AND SCHEDULE OF APPROVAL
BY THE CIVIL AVIATION AUTHORITY**

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AMENDMENTS

Section	Page No.	Date	Section	Page No.	Date
INDEX	(i)	Jan 2021	SEC 5	12	Jan 2021
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Amendments	(a)	Jan 2021	SEC 5	14	Jan 2021
Exposition/Statement	1	Jan 2021	SEC 5	15	Jan 2021
SEC 1	2	Jan 2021	SEC 6	16	Jan 2021
SEC 1	3	Jan 2021	SEC 6	17	Jan 2021
SEC 3	4	Jan 2021	Appendix A (1-7) (Articles of Assc.)		Sep 2016
SEC 3	5	Jan 2021	Appendix B (i-ii) Form 160		Sep 2019
SEC 3	6	Jan 2021	Appendix C (1-12) Form 170		Dec 2019
SEC 4	7	Jan 2021	Appendix D (i-ii) Form 171		Dec 2019
SEC 4	8	Jan 2021	Appendix E Form 256		Dec 2019
SEC 4	9	Jan 2021	Appendix F (1-8) Form 288		Jan 2021
SEC 4	10	Jan 2021	Appendix G MoU		Nov 2014
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Section, page number and date reference each page of this document. The latest amendment date can be cross-referenced to the amendment page list above. All holders of this exposition document will be sent amended pages whenever necessary. It is of the utmost importance that amended pages are incorporated into this document immediately and that succeeded pages are discarded.

The person responsible for the administration of the exposition amendment system is the British Skydiving Chief Operating Officer, who may be contacted via British Skydiving headquarters.

British Skydiving is the trading name of British Parachute Association Ltd. A company limited by guarantee. Registered in England & Wales no 875429. Registered office: 5 Wharf Way, Glen Parva, Leicester LE2 9TF. Telephone No: 0116 2785271, Fax No: 0116 2477662, email: info@britishskydiving.org

THE EXPOSITION - STATEMENT

This Exposition defines the organisation and procedures upon which CAA Approval, reference number; 20191212-Approval 268 ANO2016 is based.

The purpose is to describe and define the responsibilities, control, and inspection procedures of British Skydiving, which assure compliance with the terms of approval granted by the CAA.

It is accepted that the procedures of British Skydiving do not override the necessity for compliance with the Air Navigation Order (ANO), applicable EC/European Aviation Safety Agency (EASA), British Civil Airworthiness Requirements (BCARs), Airworthiness Notices and other Regulations enabled under the Civil Aviation Act or Joint Aviation Requirements (JARs) as appropriate, or other requirements published by the CAA from time to time.

Signed

A handwritten signature in black ink, appearing to read 'Poxon', written in a cursive style.

Craig Poxon
Chair, British Skydiving Council.

SECTION 1

INTRODUCTION

1. History

British Skydiving is the trading name of the British Parachute Association Ltd which has been in existence since 1961 and was incorporated as a not-for-profit company limited by guarantee in 1966; British Parachute Association Ltd, registered in England & Wales no 875429, hereafter referred to as British Skydiving. British Skydiving has, for many years, been formally recognised as the National Governing Body for skydiving (sport parachuting) by UK Sport, the home countries' sports councils, the Royal Aero Club of the United Kingdom and the Fédération Aéronautique Internationale, FAI – The World Airsports Federation.

From a regulatory perspective, the Civil Aviation Authority (CAA) has always overseen British Skydiving's activities. The nature and extent of this regulatory relationship has varied over the years being dependent upon the requirements of current statutory legislation.

At the present time, the Air Navigation Order (ANO) places a responsibility on the CAA to exercise a regulatory function over parachuting (skydiving) activity in the United Kingdom. Within the scope of this responsibility it is empowered to approve persons or organisations to carry out regulatory tasks on its behalf, subject to certain formal requirements.

The Civil Aviation Authority approved the British Parachute Association for these purposes on 28 March 1996 (GA/101/96). Updated to British Skydiving on 12 December 2019 (20191212-Approval 268 ANO2016).

2. Function

Under the terms of this Approval British Skydiving may make recommendations to the CAA for the issue of Permissions to Parachute Training Organisations (PTOs) and skydiving display teams (Article 268 of the ANO, 2016).

3. Objectives

The aims and objectives of British Skydiving (BPA Ltd) are outlined in the Articles of Association. (Appendix A).

It should be noted that the term 'skydiving' or 'sport parachuting' does not necessarily include all activities which involve parachutes. The British Skydiving Operations Manual does not relate to activities such as Paragliding or Fixed Object (BASE) jumping.

4. Distribution

This Exposition and Schedule of Approval will be retained at British Skydiving HQ and by the Civil Aviation Authority (CAA).

SECTION 2

PREMISES AND UNDERTAKINGS

1. Address

The headquarters premises of British Skydiving are based at:

Wharf Way
Glen Parva
Leicester
LE2 9TF

www.britishskydiving.org

Telephone: 0116 278 5271
Facsimile: 0116 247 7662

Email: info@britishskydiving.org

2. Headquarters Building

The headquarters premises is a detached two storey building having a combined floor space of 2495 sq feet and accommodates a staff of around ten people. It is wholly owned by British Skydiving.

3. Undertakings

The majority of British Skydiving's administrative work is undertaken at the headquarters building. This work includes maintenance of all membership records, which includes records relating to training and qualification of instructors, pilots, riggers and parachute packers. It also includes the compilation and dissemination of administrative and safety information.

The majority (though not all) of the work of British Skydiving's various committees is carried out on the premises, as is the preparation of the minutes of those meetings. In particular, it is the main venue for British Skydiving's Council (Board of Director's) meetings.

All general financial administration is undertaken at the premises.

4. Alternative Locations

British Skydiving does not own or permanently occupy any other locations. It does, however, have many functions undertaken at alternative locations. In particular instructor training courses and British Skydiving sponsored competitions are held at affiliated parachute training organisations. It also hires alternative locations for events for which the HQ building is not large enough to hold. These events include Annual General Meetings, occasional large Committees of Council meetings and conference events.

SECTION 3

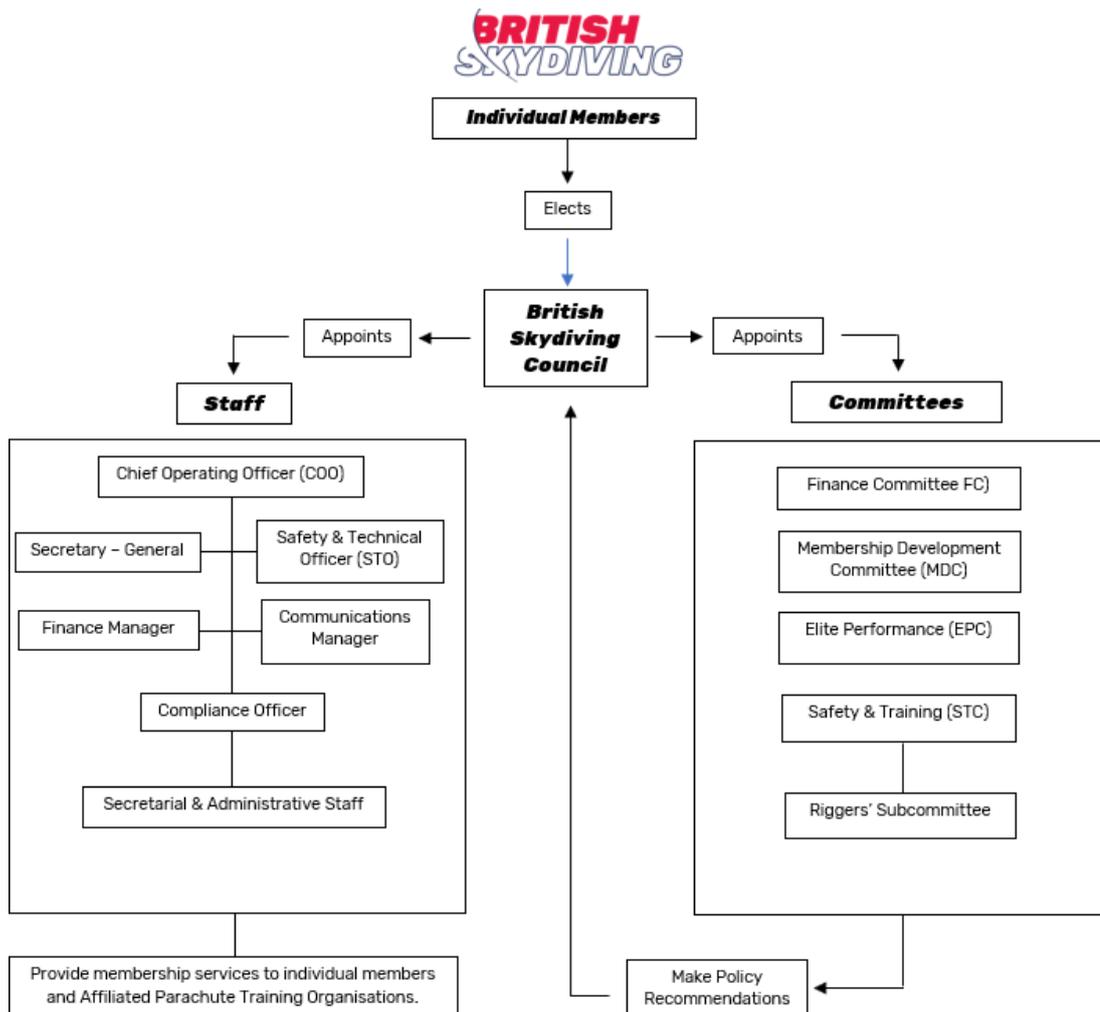
ORGANISATION AND PERSONNEL

1. General

All major policy decisions emanate from British Skydiving Council either directly or via recommendations of Council Committees, which are ratified by Council. These decisions are minuted, and minutes approved at subsequent meetings after prior circulation. Decisions may also be taken at general meetings of members.

The decisions are actioned either directly by Council members or are referred to senior permanent staff for action. Permanent staff exercise their own discretion over day to day matters, but ultimately the Chief Operating Officer is responsible for staff actions.

Established procedures (e.g. the organisation of Instructor Training Courses) are co-ordinated directly by the permanent staff who report on these directly to Council or the appropriate committee.



2. Specialised Interest Groups

There are also Specialised Interest Groups (SIGs) whose function is to act as information sharing forums whose input may also be of use to the main British Skydiving committees. They do not have any executive authority but are run by the main British Skydiving committees that do. The Chair of each SIG is usually the Chair of the main Committee associated with that particular specialism. There are four main SIGs

SIG		MAIN COMMITTEE
Competition Judges	-	Élite Performance Committee
Drop Zone Operators	-	Member Development Committee
Display Teams	-	Safety and Training Committee
Pilots	-	

3. Senior Personnel. Terms of Reference/Responsibilities

3.1. *British Skydiving Chair*

The British Skydiving Chair co-ordinates the activities of Council in the execution of their responsibilities as defined in the Articles of Association (Appendix A), or otherwise as adopted in the course of Council business. This includes the task of ensuring that effective co-ordination is achieved throughout British Skydiving in its compliance with the relevant safety requirements placed upon it within the terms of the CAA Approval.

3.2. *Vice Chair*

To deputise for the Chair as necessary.

3.3. *Chair of Safety and Training Committee*

Is responsible to British Skydiving via Council for ensuring that the business of the Safety and Training Committee (STC) is conducted according to the STC Terms of Reference and Rules of Procedure (Appendix B).

3.4. *Chief Operating Officer (COO)*

Is responsible to British Skydiving for supporting the British Skydiving Council in the satisfactory management of British Skydiving's affairs and assisting the Council in the formulation of Policy. The COO is tasked with taking an active role in the necessary liaison with bodies such as the CAA, UK Sport and any other Government or outside agencies with whom the British Skydiving should maintain contact.

The COO is responsible for the administration of the British Skydiving Exposition and for ensuring the functions for which British Skydiving is approved are carried out in accordance with the terms of CAA Approval. The COO must ensure that the British Skydiving's regulatory documentation is maintained and updated as necessary. The Secretary-General, Finance Manager, secretarial and administration staff assist the COO in these tasks.

3.5. *Safety & Technical Officer (STO)*

Is responsible to British Skydiving for safety matters and for ensuring that various instructor courses are conducted in line with British Skydiving policy. The STO must ensure that accidents/incidents are investigated as necessary and that Boards and/or Panels of Inquiry are instigated when required.

Note: When necessary the COO or the STO may each act as deputy for the other.

SECTION 4

PROCEDURES

1. General Procedural Process

British Skydiving is governed by a Council of up to twelve members who are elected every three years (staggered), including two Independent members. The conduct of this Council is governed by the terms of the Articles of Association (Appendix A). Much of its work is conducted by Committees of Council, which are created by Council to manage affairs within the various operational areas. All Committees of Council are answerable to Council and must have all their decisions ratified by Council.

The Council is answerable to the wider membership of British Skydiving who elect it.

There are approximately ten permanent staff employed by British Skydiving who are answerable to Council via the COO, who is the senior member of the permanent staff. The extent of their responsibilities is determined by contract.

2. Safety and Training

All matters relating to safety and training are dealt with by the Safety and Training Committee (STC). The issues it considers are referred by the Chief Instructors (CIs) of Affiliated Parachute Training Organisations (PTOs), by the British Skydiving Council, by British Skydiving Staff or by the CAA. The decisions it makes are subject to ratification by British Skydiving Council.

The terms of reference and rules of procedure for the Safety and Training Committee are set out in Form 160 (Appendix B).

3. Equipment and Rigging

Specialist matters relating to equipment or rigging are dealt with by the Riggers Subcommittee. This is a sub-committee of the Safety and Training Committee and must have its decisions ratified by that Committee.

4. Aircraft and Pilots

Specialist matters relating to aircraft or pilots are dealt with by the STC with appropriate input from pilots and the pilots' SIG.

5. Qualification Process

The process for the qualification of instructors, riggers and examiners is outlined in the British Skydiving Operations Manual.

6. Grievances against approval/recommendation decisions

- 6.1 In the event that any circumstances cause an unfavourable report or recommendation to be made to the CAA, which may result in a permission not being issued or being withdrawn, then the organisation or individuals concerned may raise a grievance against the decision/action under the provisions of the British Skydiving Disciplinary and Grievance Procedures, Form 256 (Appendix E).
- 6.2 It must be stressed that an appeal cannot be made to the CAA with regard to British Skydiving Council decisions on such matters.

7. Disciplinary Procedure

Disciplinary processes are referred to in the British Skydiving Operations Manual and Form 256 – Disciplinary and Grievance Procedures (Appendix E).

The possible need for disciplinary action will either be initiated during a committee discussion or will be specifically referred by an appropriate source (British Skydiving Officer, Board of Inquiry, Instructor, CAA, Police, whistleblower etc).

8. Disciplinary Measures

As far as individuals are concerned disciplinary measures may include a written reminder of responsibilities, the suspension or withdrawal of a rating or qualification, the imposition of a fine or compulsion to financial reparation, or expulsion from the Association. As far as Affiliated PTOs and Registered Display Teams are concerned, measures may include the imposition of financial penalties or the withdrawal of Affiliated or Registered status. Other measures include the withdrawal of a recommendation to the CAA for the issue of a Permission.

9. Audit/Inspection Procedures

- 9.1 During the period of validity of a Permission held by an Affiliated PTO or Registered Display Team British Skydiving will require to make periodic audits/inspections of that organisation's facilities and procedures. This will be for the purpose of assessing that organisation's competency to secure acceptable levels of safety in skydiving activities and associated aircraft operations in order that British Skydiving may furnish a report to the CAA and make recommendations regarding the grant, renewal or continuation of parachuting Permissions.
- 9.2 PTOs will normally be audited at intervals not exceeding three years and more frequently if this seems appropriate or necessary.
- 9.3 Display Teams will be audited/inspected by sample visits to display locations.
- 9.4 Audits/Inspections will be carried out by the COO and/or the STO, or at least two British Skydiving Instructor Examiners (IEs) nominated by them. A British Skydiving Pilot Examiner (PE) will also be included in the inspection team where practicable. A CAA Officer and Surveyor may accompany these inspectors.

- 9.5 The British Skydiving audit/inspection Forms 170 and 171 (Appendices C & D) will form the routine basis of an audit but do not restrict audits/inspections solely to the items mentioned.
- 9.6 The scope of Audits / Inspections will also be governed by additional agreements with the CAA in the form of Memoranda of Understanding or Policy Letters. The ones currently in place are included in Appendices G & H.
- 9.7 British Skydiving will maintain an audit/inspection file for each PTO or team. A schedule of audit/inspection frequencies will be maintained on a summary sheet and included in each file.
- 9.8 A report will be raised on every audit/inspection and held in the PTO file.
- 9.9 If an auditor/inspector makes a visit to an operator, which does not result in a check report being generated, the visit should nevertheless be recorded on the report summary sheet and any significant information gathered should be recorded on the file.
- 9.10 If, as a result of an audit/inspection, a follow up letter to an operator is required such letters will only be sent by a permanent senior officer of British Skydiving in consultation with the auditor(s)/inspector(s) concerned.
- 9.11 Whenever a skydiving display is observed, a Skydiving Display report should be completed and held on the team's audit/inspection file. Any follow up action required will be initiated via the COO or the STO.

10. Breaches of Legal Requirements

If an apparent breach of legal requirements (e.g. contravention of British Skydiving Operations Manual or ANO requirements) becomes known to a British Skydiving Officer, then such a breach must be recorded on the organisation's file.

In the event of an apparent breach which:

- a) raises doubt concerning the safety of any continuance of skydiving operations;
- b) reflects a wilful disregard for safety regulations; or
- c) in any event when British Skydiving considers it appropriate,

CAA will be informed forthwith.

In any other case a follow up letter must be sent to the person and/or the organisation concerned requiring compliance with such requirements and stating subsequent failure to comply with requirements will result in the matter being brought to the attention of the CAA.

11. Approved Signatories

Recommendations and reports made to the CAA by British Skydiving under the terms of the CAA Approval must bear two signatures from those office holders listed below. One of these signatories shall be a British Skydiving Examiner.

- a) CHIEF OPERATING OFFICER
- b) SAFETY AND TECHNICAL OFFICER
- c) CHAIR OF BRITISH SKYDIVING
- d) VICE CHAIR OF BRITISH SKYDIVING
- e) CHAIR OF SAFETY AND TRAINING COMMITTEE

The signatures of the above post holders will only be valid when CAA form AD458 has been submitted in duplicate in respect of the individuals concerned and accepted by the CAA.

12. Operations Manual Amendment

Variations from, or amendments or alterations to, the British Skydiving Operations Manual must be the subject of formal application to and acceptance by the Council of British Skydiving, usually via the STC and only after the application has been debated. Because of the need for prompt action in some circumstances the decisions of the STC will be considered as having the immediate approval of the Council unless the Council subsequently rescinds those decisions.

A proposal for alteration, amendment or variation from the requirements of the Operations Manual may only be made by British Skydiving Council, British Skydiving Senior Staff, serving members of STC, British Skydiving Examiners, or Officers of the CAA General Aviation Unit. Any other individual or agency requesting a change to the Operations Manual must first obtain sponsorship from any of these quarters.

Amendments or additions to the Operations Manual may also be required under Article 116(5) of the ANO (2016).

SECTION 5

TERMS OF APPROVAL

Reproduced here is the certificate, Conditions and Schedule of Approval. Reference Number 20191212-Approval 268 ANO2016. Issued to British Skydiving by the CAA.

CIVIL AVIATION AUTHORITY Air Navigation Order 2016



APPROVAL - Parachuting

1. The Civil Aviation Authority (the Authority), in exercise of its powers under Article 269 of the Air Navigation Order 2016 (the order)(as amended), hereby grants an approval to

BRITISH PARACHUTE ASSOCIATION LIMITED

trading as

BRITISH SKYDIVING

for the purposes of furnishing reports under Article 268 to the Authority in relation to matters specified in the attached Schedule 1.

2. The specified conditions are:
 - a) The holder of this Approval shall comply with the terms of the Exposition submitted by the organisation and approved by the Civil Aviation Authority (herein referred to as 'the Exposition').
 - b) Reports and recommendations shall be made in accordance with paragraph 2 of the attached Schedule of Approval.
 - c) The signatories of reports and recommendations from British Skydiving shall be as identified in the Exposition.
 - d) British Skydiving shall submit reports to the Authority on parachuting incidents and accidents and shall make statistical returns of parachuting activity involving British Skydiving Parachute Training Organisations and registered Display Teams.
 - e) The address of the organisation is

WHARF WAY, GLEN PARVA, LEICESTER, LE2 9TF.

3. This Approval shall remain in force unless suspended, revoked or varied.

A handwritten signature in black ink, appearing to read "Hannah Foskett".

H Foskett
Operations Manager

for Civil Aviation Authority

Date: 12 December 2019
General Aviation 0044 1293 573988

Distribution:
Tony Butler, Chief Operating Officer British Skydiving, tony@britishskydiving.org (by email)

Reference: 20191212-Approval 268 ANO2016 British Parachute Association Limited trading as British Skydiving
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SCHEDULE I of APPROVAL



1. PURPOSE OF APPROVAL

The purpose of this Approval is to enable the Authority to accept recommendations from British Skydiving in respect of applications for the grant and renewal of parachuting Permissions for British Skydiving Parachute Training Organisations and registered Display Teams, according to the Terms of Approval set out below. In addition, British Skydiving may provide any other reports or advice in relation to parachuting matters, that may from time to time be requested by the Authority.

2. TERMS OF APPROVAL

This statement defines the functions for which British Skydiving is approved by the Authority. This approval is conditional upon British Skydiving complying with the conditions specified by the Authority and the procedures contained in the Exposition.

2.1 Criteria

Reports and recommendations which British Skydiving may make within the terms of this Approval fall within the following criteria:

(a) Regarding the fitness and competence of applicants for grant or renewal of parachuting Permissions, required by Article 90 of the Air Navigation Order 2016 (as amended) in accordance with the Authority's requirements as specified in CAP 660 "Parachuting".

(b) Regarding the provision of any other reports or advice requested by the Authority – in accordance with such other requirements as may from time to time be specified in writing by the Authority.

2.2 Functions for which British Skydiving is approved

(a) To make recommendations to the Authority regarding the fitness and competence of applicants for grant or renewal of parachuting Permissions.

(b) To make reports on the continued competency of Permission holders and on the adequacy of Permission holders' organisation and procedures to secure acceptable levels of safety in parachuting activities and associated aircraft operations.

(c) To verify the adequacy of Permission holders' procedures for keeping instructions and information in parachuting operations manuals, including local Standard Operating Procedures, under review; also, Permission holders' arrangements for making amendments as necessary.



SCHEDULE I of APPROVAL (continued)



(d) To verify the adequacy of Permission holders' arrangements for bringing the operations manual, including local Standard Operating Procedures to the attention of employees and others.

(e) To verify that Permission holders' local Standard Operating procedures include instructions to operating staff and parachutists, as required by CAP 660.

(f) To make reports to the Authority, following assessment of documentation, other evidence and/or the applicant, on the competency of candidates/instructors holding foreign or other parachuting qualifications.

(g) To confirm to the Authority the suitability for purpose of all types of sport parachuting equipment for use in the United Kingdom, including any modifications and repairs to such equipment.

(h) To make reports to the Authority on parachuting incidents and accidents and to make statistical returns regarding parachuting activity.

(i) To make reports on the operational suitability of individual aircraft types for the purpose of parachute dropping, including recommendations as to whether parachutist restraints are appropriate in each type.

(j) To provide to the Authority any other report or advice, in relation to parachuting matters, that may from time to time be requested.



SECTION 6

TASK SCHEDULE

The functions for which British Skydiving is approved under para 2.2 of Section 5 (Terms of Approval) will be executed in the following manner:

1. British Skydiving will make recommendations to the CAA for the grant or renewal of Permissions regarding those 'member' organisations that continue to meet the terms of their affiliation or registration and any other conditions that the Association may impose.
2. Reports on the continued competency of Permission holders and on the adequacy of Permission holders' organisation and procedures to secure acceptable levels of safety in skydiving activities and associated aircraft operations, will be by assessment of inspections carried out by authorised British Skydiving Officers and on the assessment of reports submitted to British Skydiving directly from organisations themselves (e.g. Injury/Incident reports) or from other relevant agencies (e.g. Police, Local Authorities).
3. Verification of the adequacy of Permission holders' procedures for keeping instructions and information in the Operations Manual and local Standard Operating Procedures under review, also Permission holders' arrangements for making amendments as necessary will take place during the course of inspections carried out by authorised British Skydiving Officers.
4. Verification of the adequacy of Permission holders' arrangements for bringing the Operations Manual and local Standard Operating Procedures to the attention of employees and others will take place during the course of inspections carried out by authorised British Skydiving Officers.
5. Verification that Permission holders' local Standard Operating Procedures include instructions to operating staff and parachutists as required by CAP660 and/or the British Skydiving Operations Manual will take place during the course of audits/inspections carried out by authorised British Skydiving Officers.
6. British Skydiving may make reports to the Authority, following assessment of documentation, other evidence and/or the applicant on the competency of candidates/instructors holding foreign or other parachuting qualifications. Such reports will be made following whatever assessment/evaluation requirements are deemed necessary by STC.
7. British Skydiving may confirm to the Authority the suitability for purpose of all types of sport parachuting equipment for use in the United Kingdom, including any modifications and repairs to such equipment. This confirmation will be based on the requirements laid down in the British Skydiving Operations Manual.
8. British Skydiving may make reports to the Authority on parachuting incidents and accidents and may make statistical returns regarding parachuting activity. These will be based only upon information provided in routine incident or accident returns, or upon information provided by formal British Skydiving Panels of Inquiry or British Skydiving Boards of Inquiry. Statistical reports will only be based upon official British Skydiving returns or on surveys officially approved or accepted by the British Skydiving.

9. British Skydiving may make reports on the operational suitability of individual aircraft types for the purpose of parachute dropping, including recommendations as to whether skydiving restraints are appropriate in each type. These reports will only be made by the COO or STO, in consultation with a British Skydiving Examiner, a British Skydiving Pilot Examiner and the Chairman of STC.
10. British Skydiving may provide the Authority with any other report or advice in relation to skydiving matters that may from time to time be requested. This will take place only with the approval of the COO and/or the STO and at least one member of Council.



British Parachute Association Limited

BPA Office, Wharf Way, Glen Parva, Leicester LE2 9TF Tel:
0116 278 5271 Fax: 0116 247 7662 skydive@bpa.org.uk
www.bpa.org.uk

APPENDIX A

Articles of Association

THE COMPANIES ACTS 1985-2006
PRIVATE COMPANY LIMITED BY GUARANTEE
REGISTERED IN LONDON NO 875429

British Parachute Association Ltd

[Incorporated 29/03/1966 and amended by Special Resolutions effective 20/03/1989; 27/02/2008; 10/02/2011; 27/03/2012 and 16/02/2016]

1. INTERPRETATION

1.1 In these Articles:

“the Act”	means the Companies Acts (as defined in section 2 of the Companies Act 2006) in so far as they apply to the Association;
“Address”	means a postal address or, for the purposes of electronic communication, a fax number, email address or telephone number for receiving text messages;
“Annual General Meeting”	means the meeting of the annual meeting of the Members pursuant to Article 7.1;
“Articles”	means the Association’s Articles of Association from time to time; “Associate Member” means the category of members referred to in Article 5.5; “Association” means the above-named company;
“Chair”	means the person appointed as Chair of the Council in accordance with Article 13;
“Chief Operating Officer” or “COO”	means the Chief Operating Officer of the Association from time to time;
“the Council”	means the body responsible for the management of the Association pursuant to Article 10; “Document” includes, unless otherwise stated, any document sent or supplied in electronic form;
“Elected Council Member”	means a member of the Council appointed pursuant to Article 11;
“Electronic”	has the meaning given in section 1168 of the Companies Act 2006;
“General Meeting”	means any meeting of the Members of the Association including an Annual General Meeting;
“Independent Council Member”	means a member of the Council appointed pursuant to Article 12;
“Member”	has the meaning given in section 112 of the Companies Act 2006 and as detailed under ‘membership’ in these Articles;
“member of the Council”	means the persons who have been appointed for the time being to membership of the Council and have assumed the duties and responsibilities of company directors under the Act;
“Nominations Committee”	means a committee of the Council constituted pursuant to Articles 19.9 and 19.10;
“Ordinary Resolution”	has the meaning given in section 282 of the Companies Act 2006;
“Person”	means, unless the context requires otherwise, a natural person, unincorporated body, firm, partnership, corporate body or a representative of an unincorporated body, firm, partnership or corporate body;
“Secretary”	means the person appointed as Secretary of the Association pursuant to Article 20;
“Special Resolution”	has the meaning given in section 283 of the Companies Act 2006;
“Vice Chair”	means the person appointed as Vice Chair in accordance with Article 13;
“Writing”	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.



- 1.2 Unless the context requires otherwise, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Association. Schedule 2 to the Companies (Model Articles) Regulations 2008 shall apply to the Association, save where amended or replaced by these Articles. In the case of any variation or inconsistency between these Articles and the model articles, these Articles shall prevail.
2. OBJECTS
- 2.1 The objects of the Association are:
- 2.1.1 to promote and encourage sport parachuting and to take such steps as may be necessary for the proper conduct and regulation of the sport;
- 2.1.2 to use its best endeavours to ensure the observance of the highest possible standards of safety on the part of those participating in or connected with sport parachuting, and to take all such steps as may be necessary to maintain such standards;
- 2.1.3 generally to promote, protect and watch over the interests of sport parachuting; to effect collaboration between Members of the Association, and to co-operate and negotiate on their behalf with government departments and any other official or representative bodies or organisations, including organisations abroad;
- 2.1.4 to improve and elevate the technical and general knowledge of companies, firms or persons engaged in the operation or management of parachute training organisations, or in any employment in connection therewith; and to promote just and honourable practice in the conduct of the operation of parachute training organisations, to suppress malpractice connected therewith and to make any bye-laws or regulations to these ends. Actively to oppose any act or acts by individuals within or outside the Association which are prejudicial to the interests of sport parachuting;
- 2.1.5 to originate and promote and to take all necessary steps to modify, or oppose, international, national, municipal or local legislative or administrative proposals or legislation affecting sport parachuting and parachute training organisations, and for the purposes aforesaid to petition British, European and International Parliaments and Assemblies, and take such other steps and proceedings as may be deemed expedient;
- 2.1.6 to act as promoters of parachute meetings and competitions, as publishers of information and guidance, general traders, dealers, agents and manufacturers, both wholesale and retail, of any articles of any description including parachute equipment, which may assist the development of parachuting and the work of parachute training organisations;
- 2.1.7 to establish, subsidise, promote and co-operate, associate and affiliate with, become a Member of, act as or appoint agents or delegates to, control, manage, superintend or otherwise assist in clubs, associations and institutions, incorporated or not incorporated, with objects altogether or in part similar to those of the Association, not being a trade union;
- 2.1.8 to establish and support, or aid in the establishment and support of, associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Association, or the dependants or connections of such persons, and to grant pensions and allowances to and to make payments towards insurance of employees or ex-employees or any of their dependants or connections.
- 2.2 In carrying out its objects, the Association shall promote equality of opportunity and oppose any form of discrimination on the grounds of race, ethnic origin, gender, sexual orientation, age, disability or religion.
3. POWERS
- 3.1 The Association may do all such lawful things as may further its objects and, in particular, may borrow or raise funds for any purpose.
4. INCOME AND PROPERTY
- 4.1 The Association is not established or conducted for private gain and any profits of the Association shall be applied to creating a general reserve for the continuation and development of the Association.
- 4.2 The Association's income and property shall be applied solely to the promotion of the objects of the Association and no portion shall be paid or transferred directly or indirectly to any Member of the Association, provided that nothing shall prevent any payment in good faith by the Association:
- 4.2.1 of reasonable and proper remuneration to any Member (except a member of the Council) or any other person instructed, directly or indirectly, by the Council to provide services to the Association in return for any service rendered to the Association;
- 4.2.2 that no member of the Council shall be appointed to any salaried office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of the Council, except in repayment of out-of-pocket expenses and interests at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association;
- 4.2.3 of interest on money lent by any Member of the Association at a rate per annum not exceeding 2% above the base rate of the Bank of England for the time being;
- 4.2.4 of reasonable and proper rent for premises demised or let by any Member of the Association;
- 4.2.5 of any reasonable expenses which a Member or member of the Council or any person instructed, directly or indirectly, by the Council has properly incurred whilst acting on behalf of the Association under such instructions.
5. MEMBERS
- 5.1 The Council may at their sole discretion admit into membership individuals irrespective of their age, gender, sexual orientation, disability, race or religion who support the objects of the Association and have paid or agreed to pay the annual subscription as agreed by the Members at the Annual General Meeting.
- 5.2 Membership shall hold such privileges and be subject to such limitations as determined by the Council from time to time.



- 5.3 Applications for Membership shall be in any such form as the Council shall direct. Any such form may provide that a Member may give their consent to receive communications by electronic means. Any Member giving their consent in this way shall notify the Secretary of any change to their details within seven days of the change.
- 5.4 Every Member shall be bound to further to the best of his or her ability the objects, interests and influence of the Association, and shall observe all the regulations and bye-laws for the time being of the Association and shall undertake not to bring or join in bringing any action, claim or other proceedings against the Association, its officers or Members on account of their bona fide actions not contrary to these Articles and carried out in the course of fulfilling the Association's objects.
- 5.5 The Association shall also have an Associate Membership, comprised of those individuals who are connected with sport parachuting and support the objects of the Association. Associate Members may be invited to attend and speak at General Meetings of the Association, at the discretion of the Council, but shall not count towards a quorum, shall carry no voting rights on any business to be discussed at General Meetings nor be counted as Members for the purposes of these Articles.
6. CESSATION OF MEMBERSHIP
- 6.1 The rights and privileges of a Member shall not be transferable nor transmissible, and all such rights and privileges shall cease upon the Member ceasing to be such.
- 6.2 A Member shall cease to be a Member if he or she:
- 6.2.1 resigns in writing to the Secretary;
- 6.2.2 fails to pay any annual subscription or other monies due to the Association;
- 6.2.3 is expelled by a simple majority decision of the Council acting in its absolute discretion for conduct prejudicial to the Association, providing that the Association's disciplinary procedure has been followed;
- 6.2.4 dies.
7. GENERAL MEETINGS
- 7.1 Once in each calendar year the Association shall hold an Annual General Meeting. Each Annual General Meeting shall be held not more than fifteen months after the last.
- 7.2 The business of the Annual General Meeting shall be:
- 7.2.1 to consider and adopt, if approved, the accounts and balance sheet for the financial year past;
- 7.2.2 to receive and consider for adoption the report of the Council;
- 7.2.3 to receive the results of the election, or nominations, of the Council;
- 7.2.4 to fix the annual subscription payable by Members for the ensuing financial year;
- 7.2.5 if required, to authorise the Council to appoint auditors for the ensuing financial year and to fix their remuneration;
- 7.2.6 to transact such other business as may have been contained in the notices calling the meeting.
- 7.3 The Council may whenever it thinks fit convene a General Meeting, other than the Annual General Meeting. In addition, the Council shall convene a General Meeting on the receipt of a requisition signed by at least ten per cent of the Membership of the Association, or as provided for by the Act.
- 7.4 Decisions at General Meetings shall be made by passing resolutions:
- 7.4.1 decisions involving an alteration to these Articles, or to wind up the Association, and other decisions so required from time to time by statute shall be made by a Special Resolution. A Special Resolution is one passed by a majority of not less than 75% of votes cast at a General Meeting, including an Annual General Meeting;
- 7.4.2 all other decisions shall be made by Ordinary Resolution requiring a simple majority of votes cast at a General Meeting, including an Annual General Meeting.
- 7.5 A resolution in writing agreed by a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a General Meeting, including an Annual General Meeting, shall be effective provided that:
- 7.5.1 a copy of the proposed resolution has been sent to every eligible Member;
- 7.5.2 a simple majority (or in the case of a Special Resolution a majority of not less than 75%) of Members has signified its agreement to the resolution; and
- 7.5.3 it is contained in an authenticated document which has been received at the registered office or by suitable Electronic means within the period of 28 days beginning with the circulation date.
- 7.6 A resolution in writing may comprise several copies to which one or more Members have signified their agreement.
- 7.7 In accordance with the Act, resolutions to remove a member of the Council or auditor of the Association before the end of their period of office shall not be passed by written resolution.
8. NOTICES
- 8.1 An Annual General Meeting or a General Meeting which is to consider a Special Resolution or a resolution to remove the auditor or a member of the Council shall be called by at least twenty one clear days' notice. Any other General Meeting shall be called by at least fourteen clear days' notice.
- 8.2 Notice of every General Meeting, including an Annual General Meeting, shall be sent by post to Members of the Association at their registered address, or to an address given where a Member has elected to receive communications by Electronic means, and to the auditors and to such other persons who are entitled to receive notice and shall be given personally or sent by post or electronically to each Member at the address recorded in the register of Members.



- 8.3 Notice of all meetings shall be given exclusive of the day on which it is served and shall specify the exact date, time and place of the meeting. In the case of a General Meeting which is to consider a Special Resolution or a proposal to remove the auditor or a member of the Council, such resolution shall be specified in the notices calling that meeting and in the case of all other General Meetings, the general nature of the business to be considered shall be specified. Notice shall also include the right of each Member to appoint a proxy.
- 8.4 Where notice is sent by post or electronic means, it shall be deemed to have been served by properly addressing, prepaying and posting the notice and to have been served two working days after the notice has been posted or sent.
- 8.5 Where the Association places communications required by these Articles on its website, notification must be given to all Members who have given their consent to receive communication by this method that documents have been placed for their consideration.
- 8.6 The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting.
9. PROCEEDINGS AT GENERAL MEETINGS
- 9.1 Only one vote may be cast by or on behalf of each Member on any particular resolution. Any other person, whether or not a Member of the Association, may act as proxy for a Member who is absent from the meeting. Notice of an appointment of a proxy by a Member must be received by the Secretary no later than 48 hours (excluding weekends) prior to the meeting. Proxies shall be appointed using procedures agreed in General Meeting. A proxy may be instructed by the Member for whom he or she is acting to vote this way or that on a particular resolution, or may be authorised to vote in accordance with his or her own judgement.
- 9.2 A Member shall declare an interest in, and shall not vote in respect of any matter in which he or she has a personal, material or financial interest.
- 9.3 No business shall be transacted at a General Meeting unless a quorum is present. A quorum shall be six Members, unless and until otherwise decided by a General Meeting.
- 9.4 If thirty minutes after the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned until thirty days hence and shall take place in such venue as the Council may decide and all Members shall be given such notice as is practicable of the time, date and place of such an adjourned meeting. The Members present at a meeting so adjourned shall constitute a quorum for that meeting only.
- 9.5 At every General Meeting the Chair shall preside, but if he or she is not present within twenty minutes after the time appointed for the commencement of the meeting or is unable to preside then the Vice Chair shall preside, and if he or she is not present the Members present shall choose one of their number to be chair of that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
- 9.6 The Chair, or person appointed as chair of the meeting pursuant to Article 9.5, may, with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Where a meeting is so adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Otherwise (except in circumstances described in Article 9.4) it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 9.7 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is, before or on the declaration of the result of the show of hands, demanded by at least two Members present or as required under the Act. Unless a secret ballot be so demanded, a declaration by the Chair, or person appointed as chair of the meeting pursuant to Article 9.5, that a resolution has on a show of hands been carried or lost and an entry to that effect in the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportions of the votes recorded in favour or against such resolutions.
- 9.8 If a secret ballot is duly demanded it shall be taken in such a manner as the Chair, or person appointed as chair of the meeting pursuant to Article 9.5, directs, provided that each Member shall have only one vote, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. The demand for a secret ballot may be withdrawn.
- 9.9 The demand for a secret ballot shall not prevent the continuance of a meeting for the transaction of any other business than the question upon which a ballot has been demanded.
- 9.10 In the case of an equality of votes, whether on a show of hands or on a ballot, the Chair, or person appointed as chair of the meeting pursuant to Article 9.5, shall not have a second or casting vote and the vote shall be deemed to have been lost.
- 9.11 The Association may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights.
10. THE COUNCIL¹
- 10.1 The management of the Association's affairs shall be vested in the Council.
- 10.2 Immediately following the adoption of these Articles, the Council will consist of those members of the Council elected by the Members at the immediately preceding Annual General Meeting.
- 10.3 At the first Annual General Meeting following the adoption of these Articles and thereafter, the Council will consist of:
- 10.3.1 up to ten Elected Council Members elected pursuant to Article 11; and
- 10.3.2 up to two Independent Council Members appointed pursuant to Article 12.
- 10.4 The Council shall have the power to fill casual vacancies in the number of Elected Council Members. Any person so appointed shall retain his or her seat only until the next Annual General Meeting but shall be eligible for re-election. Any person elected to fill such a casual vacancy at the Annual General Meeting, will remain in office for the remainder of the term of office of the member of Council who created the casual vacancy.

[1] Wording in italics denotes transitional provisions or arrangements



- 10.5 If a vacancy arises in relation to the Independent Council Members, the Council shall inform the Nominations Committee who shall notify the Council in writing of the identity of the person who is to be appointed to fill the vacancy. Any person so appointed shall retain his or her seat only until the next Annual General Meeting but shall be eligible for re-appointment. Any person appointed to fill such a casual vacancy at the Annual General Meeting, will remain in office for the remainder of the term of office of the Independent Council Member who created the casual vacancy.
- 10.6 The Council may appoint, as a co-opted member/s of the Council without a vote at the Council meetings, any person/s whose services as members of the Council will, in the opinion of the Council, be advantageous to the Association. Any member of the Council so co-opted shall retire from office at the conclusion of the Annual General Meeting next following his or her appointment, but thereafter may again be co-opted to serve on the Council.
- 10.7 Members of the Council shall not be entitled to any remuneration for their services as such members, but the Council may authorise payment by the Association of any reasonable and proper out-of-pocket expenses incurred by any such member of the Council in the performance of his or her duties or otherwise in connection with the affairs of the Association.
11. APPOINTMENT AND RETIREMENT OF ELECTED COUNCIL MEMBERS¹
- 11.1 At the first Annual General Meeting following the adoption of these Articles, 10 Elected Council Members will be elected in accordance with the election process detailed in Article 11.7.
- 11.2 At the second Annual General Meeting following the adoption of these Articles, all of the current Elected Council Members shall retire except for the Initial Chair, appointed in accordance with Article 13.1, and the six Elected Council Members who received the most number of votes in the election at which they were appointed pursuant to Article 11.1 ("the Remaining Elected Council Members") but as between persons who received the same number of votes, those to retire shall be chosen by lot. The resulting three Elected Council Member vacancies shall be filled in accordance with Articles 11.6 and 11.7.
- 11.3 At the third Annual General Meeting following the adoption of these Articles, the three Remaining Elected Council Members, not including the Initial Chair appointed in accordance with Article 13.1, who received the fewest number of votes in the election at which they were appointed pursuant to Article 11.1 shall retire but as between persons who received the same number of votes, those to retire shall be chosen by lot. The resulting three Elected Council Member vacancies shall be filled in accordance with Articles 11.6 and 11.7.
- 11.4 At the fourth Annual General Meeting following the adoption of these Articles, the four Remaining Elected Council Members, including the Initial Chair appointed in accordance with Article 13.1, shall retire. The resulting three Elected Council Member vacancies shall be filled in accordance with Articles 11.6 and 11.7.
- 11.5 For the avoidance of doubt, at all subsequent Annual General Meetings, Elected Council Members shall be elected and shall retire in accordance with Articles 11.6 and 11.7.
- 11.6 Elected Council Members shall be elected by the Members for a term of office of three years. A Elected Council Member completing their three year term of office may be eligible for re-election for another term of office provided that no Elected Council Member having completed 3 terms of office of three years may be eligible for re-election until after the expiry of one term of office of 3 years.
- 11.7 The Elected Council Members shall be nominated from, and appointed by, the Members in accordance with the following election process:
- 11.7.1 Not less than two months before the date fixed for the Annual General Meeting in any year, Members of the Association shall be invited to nominate in writing candidates, who must be Members of the Association, to serve as Elected Council Members. The invitation for nominations will set out the number of vacancies on the Council.
- 11.7.2 Any candidate nominated in accordance with Article 11.7.1, must consent to their nomination in writing.
- 11.7.3 Any such nomination must be supported (proposed and seconded) by two Members of the Association.
- 11.7.4 Any such nomination must be received by the Secretary by the date set out in the invitation, which shall be not less than 14 days after the date of issue of the invitation.
- 11.7.5 In the event the Association receives fewer nominations than the number of vacancies available on the Council, the nominations received shall be declared elected without contest, provided the nomination conditions set out in Articles 11.7.2 to 11.7.4 are met.
- 11.7.6 In the event the Association receives more nominations than the number of vacancies available on the Council, an election shall be held.
- 11.7.7 In the event of an election under Article 11.7.6, the following process will be followed:
- i. the names of each person nominated in accordance with Articles 11.7.2 to 11.7.4 shall be set out in alphabetical order on a voting form, which can be electronic in nature;
 - ii. not less than 21 days before the date fixed for the Annual General Meeting at which the result of the election will be made, the Association shall ensure the distribution of a voting form, whether electronically or in hard copy, to Members entitled to vote;
 - iii. Members shall not vote for more than the number of vacancies available on the Council;
 - iv. the voting form will include details as to the time and date by which completed voting forms must be received at, or if voting by electronic means submitted to, the address stated on the voting form for the vote to be registered;
 - v. the voting form will include details of the return address and how to submit votes electronically.
- 11.7.8 The nominees receiving the most votes shall be declared the Elected Council Members to fill the vacancies.
- 11.7.9 The declaration of the result of the election may be made in writing prior to the Annual General Meeting.

[1] Wording in italics denotes transitional provisions or arrangements



- 11.7.10 The Secretary will report the results of the election of the Elected Council Members at the Annual General Meeting.
12. APPOINTMENT AND RETIREMENT OF INDEPENDENT COUNCIL MEMBERS¹
- 12.1 At the first Annual General Meeting following the adoption of these Articles, two Independent Council Members shall be appointed in accordance with Article 12.5. One of these Independent Council Members shall be appointed for a term of office of one year ("the A ICM") and the other Independent Council Member shall be appointed for a term of office of two years ("the B ICM").
- 12.2 At the second Annual General Meeting following the adoption of these Articles, the A ICM shall retire and the resulting Independent Council Member vacancy shall be filled in accordance with Articles 12.5 and 12.6.
- 12.3 At the third Annual General Meeting following the adoption of these Articles, the B ICM shall retire and the resulting Independent Council Member vacancy shall be filled in accordance with Articles 12.5 and 12.6.
- 12.4 For the avoidance of doubt, all further Independent Council Members shall be appointed and shall retire in accordance with Articles 12.5 and 12.6.
- 12.5 Independent Council Members shall be selected and nominated to the Members by the Nominations Committee and shall be appointed by the Members at a General Meeting.
- 12.6 Independent Council Members shall be appointed for a term of office of three years. An Independent Council Member completing their three year term of office may be eligible for re-appointment for another term of office provided that no Independent Council Member having completed 3 terms of office of three years may be eligible for re-appointment.
- 12.7 For the avoidance of doubt, any Independent Council Member may not be eligible to put themselves forward as a candidate for election as an Elected Council Member pursuant to Article 11.6 until at least three years has passed since he or she was last an Independent Council Member.
13. PROCEDURE FOR ELECTION OF CHAIR, VICE CHAIR AND TREASURER¹
- 13.1 At the first Council meeting following the adoption of these Articles, the Council shall elect one of their number to be Chair ("the Initial Chair"). One member of the Council must propose one of their number to be the Initial Chair and another member of the Council must second this proposal. The Initial Chair shall then be elected by a simple majority vote of the members of the Council. The person so appointed as the Initial Chair will serve for a three year term of office.
- 13.2 All subsequent Chairs will be appointed in accordance with the process set out in Article 13.1 and will be appointed for a term of office of up to three years. On the expiry of the Chair's term of office, or in the event the Chair vacates their office or is removed from office by a decision of at least three quarters of all other members of the Council from time to time, a new Chair will be elected following the procedure set out in Article 13.1.
- 13.3 Following the appointment of the Chair, the Council shall also appoint one of their number to be Vice Chair and one of their number to be Treasurer. The Council shall decide the period during which he or she is to hold office, whether the appointment is to be confirmed annually by the Council and the precise point at which his or her term of office ends. The Council shall endeavour to ensure the term of office of the Chair, Vice Chair and Treasurer shall not end at the same time.
14. DECLARATION OF INTEREST
- 14.1 Whenever a member of the Council has a personal, financial or material interest, whether directly or indirectly in a matter to be discussed at a meeting and whenever such a person has an interest in another unincorporated or corporate body whose interests are reasonably likely to conflict with those of the Association in relation to a matter to be discussed at a meeting, notwithstanding matters relating to the terms of business of the Association, he or she must:
- 14.1.1 declare an interest before the discussion begins on the matter;
- 14.1.2 withdraw from that part of the meeting unless expressly invited by the Chair of the meeting to remain;
- 14.1.3 not be counted in the quorum for that part of the meeting;
- 14.1.4 withdraw during the vote and have no vote on the matter.
- 14.2 Subject to anything to the contrary in these Articles:
- 14.2.1 in accordance with (but subject to) the Act, the Council may give authorisation in respect of a situation in which a member of the Council has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Association; and
- 14.2.2 in authorising a situation the Council may decide (whether at the time of giving the authorisation or subsequently) that if the conflicted member of the Council has obtained any information through his or her involvement in the situation otherwise than as a member of the Council and in respect of which he or she owes a duty of confidentiality to another person, the member of the Council is under no obligation to:
- (a) disclose that information to the Association; and/or
- (b) use that information for the benefit of the Association; where to do so would amount to a breach of confidence.
- 14.3 A member of the Council may be paid all reasonable out of pocket expenses incurred by them in attending and returning from meetings of the Council.
- 14.4 A member of the Council shall cease to be such immediately if he or she:
- 14.4.1 resigns his or her office in writing to the Association; or
- 14.4.2 in the opinion of a majority of the Council, fails to declare his or her interest in any contract as referred to in these Articles; or
- 14.4.3 is absent from three successive meetings of the Council without giving adequate explanation to the satisfaction of the Council and the Council pass a simple majority resolution that he or she has by reason of such absence vacated office, provided that any member of the Council to be so expelled shall be first given the opportunity to make representation to the Council; or

[1] Wording in italics denotes transitional provisions or arrangements



- 14.4.4 is, or may be, suffering from mental disorder and either:
- (a) a registered medical practitioner who is treating that natural person gives a written opinion to the Association stating that the person has become physically or mentally incapable of acting as a member of the Council and may remain so for more than three months; or
- (b) by reason of that natural person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- 14.4.5 becomes bankrupt or is otherwise prevented by law from continuing as a company director; or
- 14.4.6 is removed from office by Ordinary Resolution of the Association in General Meeting in accordance with the Act; or
- 14.4.7 if they are an Elected Council Member, ceases to be a Member of the Association.
15. REMOVAL OF A MEMBER OF THE COUNCIL
- 15.1 A member of the Council may be expelled from office by a resolution of the Association stating that it is in the best interests of the Association that his or her office is terminated. A resolution to remove a member of the Council from office may only be passed if:
- 15.1.1 the member of the Council has been given at least 21 days' notice in writing of the General Meeting at which the resolution to remove them from office will be proposed and the reasons why it is to be proposed; and
- 15.1.2 the member of the Council or, at the option of the member of the Council, the member of the Council's representative (who need not be a Member of the Association), has been allowed to make representations to the General Meeting.
16. PATRON, PRESIDENT AND VICE-PRESIDENTS
- 16.1 The Council shall have the power to appoint a Patron, President and Vice-Presidents. No such position shall carry any voting rights.
17. AFFILIATED PARACHUTE TRAINING ORGANISATIONS
- 17.1 Parachute training organisations are not entitled to Membership of the Association but may become affiliated to the Association on such conditions and upon payment to the Association of an affiliation fee which shall be fixed from time to time by the Council ("Affiliated Organisations"). All such Affiliated Organisations shall be entitled to seek advice and guidance from the Association, its officers and Members in all parachuting methods and procedures and the conduct of sport parachuting generally.
18. POWERS AND DUTIES OF THE COUNCIL
- 18.1 The business of the Association shall be managed by the Council who may exercise all such powers of the Association as may be exercised and done by the Association and as are not by statute or by these Articles required to be exercised or done by the Association in General Meeting. No regulation made by the Association in General Meeting shall invalidate any prior act of the Council which would have been valid had that regulation not been made.
- 18.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Association shall be signed, drawn, accepted, endorsed, or otherwise executed in such manner as the Council shall from time to time direct.
- 18.3 Without prejudice to its general powers, the Council may exercise all the powers of the Association to borrow money and to mortgage or charge its undertaking and property or any part of them and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Association.
19. PROCEEDINGS OF THE COUNCIL
- 19.1 The Council may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit. Meetings of the Council may also be held by telephone or other Electronic means, provided that all Council members wishing to participate by such means are able to do so and are able to communicate with each other at all such times. At least one meeting where the Council must be present in person must be held every year.
- 19.2 Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair, or person appointed as chair of the meeting pursuant to Article 19.4, shall have a second or casting vote.
- 19.3 A member of the Council may and the Secretary may on the requisition of at least six elected members of the Council summon a meeting of the Council by giving reasonable notice to all members of the Council.
- 19.4 At every meeting of the Council the Chair shall preside, if the Chair is not present the Vice Chair shall preside. If within twenty minutes of the time appointed for the meeting, the Chair or Vice Chair are not present then the members of the Council present shall appoint one of their number to act as chair, whose function it shall be to conduct the business of the meeting in an orderly manner.
- 19.5 The quorum necessary for the transaction of the business of the Council shall be five members of the Council, excluding any member co-opted in accordance with Article 10.6.
- 19.6 The Council may act regardless of any vacancy in their body but, if and so long as their number is less than any minimum prescribed in these Articles or under the Act, the Council may only act for the purposes of increasing the number of Council to that number, or of summoning a General Meeting of the Association, but for no other purpose.
- 19.7 The Council shall cause accurate records to be made of:
- 19.7.1 the name, details and date of appointment of all persons appointed to office;
- 19.7.2 the fulfilment of the relevant quorum requirements for all General, Council and committee meetings of the Association;
- 19.7.3 minutes of all proceedings and resolutions at all General, Council and committee meetings of the Association;
- 19.7.4 all applications of the seal to any document.



- 19.8 All such records and minutes shall according to the law for the time being in force be open to inspection during normal working hours by any member of the Council and by any person authorised by the Association in General Meeting.
- 19.9 The Council may delegate any of their powers to committees, which shall be committees of the Council consisting of such members of the Council and other persons as the Council thinks fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations imposed on it by the Council which regulations shall always include provision for regular and prompt reports to the Council. All decisions of committees shall be subject to ratification by the Council. The Chair shall ex-officio be a member of all committees.
- 19.10 The Council shall delegate to the Nominations Committee the selection and nomination of Independent Council Members. The Council shall determine the terms of reference for the Nominations Committee from time to time. For the avoidance of doubt, the Nominations Committee shall consist of up to four members consisting of the Chair, the COO and at least one Independent Council Member together with such other person as the Council sees fit.
- 19.11 All acts done by any meeting of the Council or by any person acting as a member of the Council shall, even if it be afterwards discovered that there was some defect in the appointment of the Council or member of the Council, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Council.
- 19.12 A resolution in writing, signed, or authenticated if by Electronic means, by the requisite majority of the Council who for the time being are entitled to vote, shall be valid and effective as if it had been passed at a Council meeting, and may consist of several documents in the same form, each signed, or authenticated in by Electronic means, by one or more elected members of the Council.
- 19.13 The Council may, at its discretion, invite other persons to attend its meetings, with or without speaking rights, and without voting rights. Any member of the Association may attend any Council or committee meetings for all items of business except those specified by the chair of the meeting.
20. SECRETARY
- 20.1 The Council shall appoint a Secretary for such term, at such remuneration and upon such conditions as they think fit, and any Secretary so appointed may be removed by them.
- 20.2 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a member of the Council and the Secretary shall not be satisfied by its being done by or to the same person acting in both capacities.
21. REGULATIONS
- 21.1 The Association in a General Meeting or the Council may from time to time make, adopt, amend and repeal such regulations in the form of bye-laws, standing orders, secondary rules or otherwise as they think fit for, but not limited to:
- 21.1.1 the management, conduct and regulation of the affairs of the Association;
- 21.1.2 the admission of Members and the rights and privileges of such Members, and the subscriptions or other fees or payments to be made by Members;
- 21.1.3 the conduct of Members in relation to one another and to the Association's members of the Council, employees and volunteers;
- 21.1.4 the procedure for the election of Elected Council Members;
- 21.1.5 the proceedings and powers of the Council and its committees;
- 21.1.6 generally, all such matters as are commonly the subject matter of company regulations.
- 21.2 No regulation shall be made which is inconsistent with, or affect or repeal these Articles or the Act.
- 21.3 All Members and the Council shall be bound by such regulations, so long as they are in force, whether or not they have received a copy of them.
22. LIABILITY OF MEMBERS
- 22.1 The liability of Members is limited to £1. Every Member undertakes to contribute to the assets of the Association in the event of it being wound up while that individual is a Member or within one year of him or her ceasing to be a Member. The contribution shall be for payment of the debts and liabilities of the Association contracted while that person was a Member and of the costs, charges or expenses of winding up and for the adjustments of the rights of the contributories amongst themselves. Each Member's contribution shall not exceed £1.
23. DISSOLUTION
- 23.1 In the event of the winding up or dissolution of the Association the liquidator shall first, according to law, use the assets of the Association to satisfy its debts and liabilities. Any balance of assets remaining may not be distributed among the Members but shall be transferred to any organisation(s) having similar objects to, or compatible with, any of the objects of the Association. If such residual assets cannot be distributed in this manner they shall be given for charitable purposes.
24. MEANS OF COMMUNICATION
- 24.1 A Member may provide their consent to receive communications from the Association by Electronic means.
- 24.2 Subject to these Articles, anything sent or supplied by or to the Association under the Articles may be sent or supplied in any way in which the Act provides. Any notice or Document to be sent or supplied to a member of the Council in connection with the taking of decisions by the Council may also be sent or supplied by the means by which that member of the Council has asked to be sent or supplied with such notices or Documents for the time being. A member of the Council may agree with the Association that notices or Documents sent to him or her in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
25. SEAL
- 25.1 If the Association has a seal, it shall only be used by the authority of the Council acting on behalf of the Association. Every instrument to which the seal shall be attached shall be signed by a member of



- the Council and countersigned by a second member of the Council, the Secretary, or a Member of the Association appointed by the Council for the purpose.
26. REGISTERS
- 26.1 The Council shall ensure accurate registers are maintained which shall include a register of Members, a register of members of the Council and such other registers as required by the Act.
27. REGISTER OF MEMBERS
- 27.1 The Association shall maintain a register of Members which records their name, address and the dates on which they became a Member and ceased to be a Member. A Member shall notify the Association within seven days of any change to their name or address.
- 27.2 An entry on the register relating to a former Member of the Association may be removed from the register after the expiration of 10 years from the date on which that Person ceased to be a Member.
28. REGISTER OF MEMBERS OF THE COUNCIL
- 28.1 The Association shall maintain a register of members of the Council which shall include the following particulars:
- 28.1.1 Name of the member of the Council and any former names used by him or her for business purposes;
- 28.1.2 Service address;
- 28.1.3 Country of residence;
- 28.1.4 Nationality;
- 28.1.5 Business occupation, if any;
- 28.1.6 Date of birth.
- 28.2 The register of members of the Council shall be open for inspection to any Member without charge and to any other Person on payment of such fee as may be prescribed.
- 28.3 The Association shall also maintain a register of members of the Council's residential addresses which is available for inspection.
29. MINUTES
- 29.1 The Association shall ensure that minutes are kept of all:
- 29.1.1 proceedings at meetings of the Association; and
- 29.1.2 proceedings at meetings of the Council and its committees which include names of those persons present, decisions made and the reasons for those decisions.
30. ACCOUNTS
- 30.1 The Council shall cause proper accounts to be kept and circulated in accordance with the Act with respect to:
- 30.1.1 all sums of money received and expended by the Association and the matters in which the receipt and expenditure takes place;
- 30.1.2 all sales and purchases of goods by the Association;
- 30.1.3 the assets and liabilities of the Association.
- 30.2 Proper accounts shall be deemed to have been kept if they give a true and fair record of the state of the Association's affairs and explain its transactions.
- 30.3 The accounts shall be kept at the registered office of the Association or, subject to the Act, at such other place or places as the Council thinks fit, and shall always be open to the inspection of all Members and other Persons authorised by the Association in a General Meeting.
- 30.4 A copy of every income and expenditure account, balance sheet and report, which is to be laid before the Association in General Meeting, shall be sent to all Members not less than 21 days before the date of the Meeting.
31. AUDIT
- 31.1 The Association may decide if it meets the qualifying criteria to apply the small company audit exemptions. If not, at least once in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditors (or their equivalents).
- 31.2 Auditors (or their equivalents) shall be appointed and their duties regulated in accordance with the Act.
32. INDEMNITY AND INSURANCE
- 32.1 Subject to the following Article, any of member of the Council or former member of the Council may be indemnified out of the Association's assets against:
- 32.1.1 any liability incurred by that member of the Council in connection with any negligence, default, breach of duty or breach of trust in relation to the Association;
- 32.1.2 any liability incurred by that member of the Council in connection with the activities of the Association in its capacity as a trustee of an occupational pension scheme, as defined in the Act;
- 32.1.3 any other liability incurred by that member of the Council as an officer of the Association.
- 32.2 The above article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or any other provision of law.
- 32.3 The Council may decide to purchase and maintain insurance, at the expense of the Association, for the benefit of any member of the Council or former member of the Council, or member of committees or subcommittees, working groups or panels, or those agents or advisers, officers and employees of the Association, in respect of any loss or liability which has been or may be incurred by such a member of the Council or such other person duly authorised by the Council in connection with their duties or powers in relation to the Association or any pension fund of the Association.

**British Skydiving Safety & Training Committee (STC)
 Terms of Reference**

Quorum: 7

Name
Safety & Training Committee (STC)
Status
A main Committee of Council reporting to the Council.
Purpose
On behalf of, and as directed by, the Council, to deal with matters relating to safety and training within skydiving. STC is the principal forum for the consideration of technical matters within the sport.
Composition
<ul style="list-style-type: none"> • Chair elected by Council, who shall be an Advanced Instructor (AI) or Instructor Examiner (IE) who has held a British Skydiving Advanced Instructor rating within the previous five years, and shall ideally, but not necessarily, be a member of Council or a member of British Skydiving technical staff. • The Chair may appoint a Vice Chair, with the same qualification requirements as for Chair, to act in their absence. • Members of STC shall comprise all Parachute Training Organisations (PTOs) Chief Instructors (CIs) of British Skydiving Affiliated PTOs, together with the Chair of the Riggers' Subcommittee if not otherwise a member. Membership shall not include CIs of other organisations attached to, or associated with, British Skydiving PTOs. • The only co-opted member of STC shall be the Chair of the Riggers' Subcommittee, if not already a member of STC.
Voting
<ul style="list-style-type: none"> • Quorum: 7 voting members present. • Motions carry by a simple majority. • The Chair of the Riggers' Subcommittee may not vote at STC meetings if he/she is a co-opted member of STC. • Where voting rights are disputed, the Chair of STC will decide on their validity. • The Chair has a second or casting vote in a tie. • CIs unable to attend a meeting may appoint an Advanced Instructor or Examiner to represent them in discussion, but not to vote (see provision for proxy voting for absent members, below). <p>STC's decisions subject to ratification by full Council. However, because of the need for prompt action in some circumstances, decisions of STC have immediate effect and be subject to ratification at the next following Council meeting.</p>

British Skydiving rules for proxy votes apply, viz: A vote by proxy is the right of a voting member of STC to exercise their vote on any motion which, from the agenda or papers for the meeting they know, or may reasonably expect, will arise. The absent Member has the right to appoint the Chair of the meeting as their proxy to cast their vote at the meeting. The proxy vote must be made in writing, which includes fax, and by e-mail from a recognised or verifiable e-mail address of the voting Member. The Chair of the meeting is then duly obliged to cast the absent member's vote in accordance with his or her written instructions.

Responsibilities

- All matters relating to the training and qualification of skydivers, instructors, riggers, display jumpers and pilots.
- Formulation and ongoing updating/revision of the British Skydiving Operations Manual.
- Considering formal applications for variations from, or amendments to, the requirements of the British Skydiving Operations Manual.
- Disciplinary matters involving skydiving operations including alleged breaches of the provisions or requirements of the British Skydiving Operations Manual.
- Election of Chair of Riggers' Sub-Committee

Subsidiary bodies

Reporting in:

- Riggers' Subcommittee - Chaired by an STC annually elected Advanced Rigger who is a member, or co-opted member of STC (see Form 211A).
 - Specialist Interest Groups (SIGs): Pilots, Display Teams - Chaired by the Chair of STC or his/her nominee
 - Ad hoc Panels of Inquiry and Boards of Inquiry as may from time to time constituted by STC
 - Ad hoc Disciplinary Tribunals as may from time to time constituted by STC
 - Ad hoc working groups may from time to time be constituted by STC.
- See section on Panels of Inquiry, Boards of Inquiry and Disciplinary Tribunals

Additional details

- There will be at least six STC meetings per annum unless agreed differently by the Council.
- All meetings shall be notified in advance, with an agenda, to all eligible STC members.
- Any items of business must be notified to the British Skydiving HQ in writing at least two weeks before a meeting.
- Additional agenda items may be considered only at the Chair's discretion.
- Only members of STC, British Skydiving Council, the Chief Operating Officer (COO), Safety & Technical Officer (STO) may put forward items for discussion.
- British Skydiving members may observe at STC meetings and also have the right to speak, but the Chair may choose the moment and order in which those who wish to do so may speak, only curtailing contribution(s) when it becomes apparent that the same point or argument is being repeated by different speakers.
- Non-British Skydiving members may only attend with the permission of the Chair.

- At the Chair's discretion, any item may be discussed in closed session. In addition, any individual who may be the subject of a disciplinary matter shall have the right to have the matter dealt with in closed session.

Panels of Inquiry, Boards of Inquiry and Disciplinary Tribunals

Form 256, British Skydiving Disciplinary Procedure, sets out the role of Panels of Inquiry, Boards of Inquiry and Disciplinary Tribunals and should be consulted as the primary source. The following is a summary of the process in relation to cases involving safety and training. Reports to STC from bodies established under the Disciplinary Procedure may include (i) recommendations, as appropriate, on matters of safety and training (and/or wider matters for the British Council); and (ii) a statement of any disciplinary action arising from the disciplinary procedure.

Panels of Inquiry

Panels of Inquiry relating to STC matters may be called by STC, the Chair of STC, the Chief Operating Officer, Safety & Technical Officer or Council.

The task of a Panel of Inquiry shall be to investigate issues as directed and to report on them and, if necessary, formulate recommendations for consideration by STC and/or Council.

The Panel will be appointed (with due regard to its impartiality) by the Chair of STC (or in his absence the Chief Operating Officer or Safety & Technical Officer).

A Panel shall comprise of a minimum of three members. Ideally all members shall be Advanced Instructor or Instructor Examiners but in any event one member must be a current voting member of STC and one other must have held an Advanced Instructor rating within the previous five years. One member shall be appointed by the Chair of STC, the COO or the STO as Chair of the Panel of Inquiry. It will report to STC as appropriate.

Boards of Inquiry

A Board of Inquiry will automatically be convened following a fatality and may also be convened following a serious injury if such action is felt necessary by STC, the Chair of STC, the Chief Operating Officer, Safety & Technical Officer or Council.

The persons responsible for the automatic convention of a Board of Inquiry following a fatality shall be the Chief Operating Officer and/or the Safety & Technical Officer.

A Board of Inquiry shall consist of a minimum of two members, who shall be any of the Chief Operating Officer, Safety & Technical Officer, the Chair of STC, or any British Skydiving Instructor Examiner nominated by any one of them.

The task of a Board of Inquiry shall be to investigate and report the circumstances of a fatality or serious injury and to make any recommendations if felt necessary. It will report to STC.

Disciplinary Tribunals

If, during the investigation by a Board of Inquiry, a Panel of Inquiry, or if an allegation is received, where, a breach of the requirements of the British Skydiving Operations Manual has taken place, or is suspected, a Tribunal may be formed to hear the evidence (see Form 256 - Tribunal Proceedings, Rules and Procedures).

Annual review of this document

This document will be reviewed annually, and any proposed variations shall be subject to ratification by Council to maintain consistency across committees as applicable.



AFFILIATED PARACHUTE TRAINING ORGANISATION (PTO) AUDIT/INSPECTION REPORT

Name of Affiliated PTO:

Trading Name:

Location:

Inspecting/Auditing Official(s):

Date:

PTO Officials Present:

PTO SOPs checked pre-audit/inspection: Yes/No

PTO Lesson Plans pre-audit/inspection: Yes/No.

PARACHUTING - GENERAL (A)

1. Managing Director/Proprietor/Chairman etc:

Address:

Tel/Fax numbers:

e-mail:

Website:

Adequate for post:

2. Chief Instructor (CI):

British Skydiving Membership No:

Licence No:

Ratings:

Adequate for post: Yes/No

3. Regular Instructors:

4. Details of Findings/Observations made following previous audit/inspection:

5. Details of actions taken by PTO following above (4) Findings/Observations:

6. System for checking instructor's currency and qualifications:

7. System for checking Tandem Instructors recency/medical dates etc:
 8. Spot check as to whether relevant staff member(s) know the above (6 & 7) procedures:
-

PARACHUTE EQUIPMENT & DOCUMENTATION (B)

1. Static Line, Types and numbers:
 2. PTO Freefall Equipment (Student), Types and numbers:
 3. PTO Freefall Equipment (Non-Student), Types and numbers:
 4. Tandem Equipment, Types and numbers:
 5. System for ensuring that correct equipment is loaned for experience/weight:
 6. AADs/RSLs:
 - Policy:
 - Procedure for switching on/off:
 7. Who may do what maintenance (servicing, repairs and packing etc.):
 8. System for obtaining and implementing equipment Safety Information:
(*System & specimen signatures/initials*)
 9. Records of Parachuting Equipment:
 - (i) Modifications, repairs, service, maintenance:
 - (ii) Inspection, packing:
 - (iii) AAD servicing records:
 - (iv) Samples: (Backtrack from a rig – check all paperwork)
-

OPERATIONAL DOCUMENTATION. (C)

1. Availability of British Skydiving Operations Manual and current amendments:
2. Availability of local SOPs:
 - Pages numbered & dated:
 - Numbers of copies in circulation:
 - Spot check copies held by others (in date):

- Comments regarding the contents of SOPs:
3. PTO Lesson Plans (Category System/AFF/Tandem)
 - Type:
 - Comments:
 4. Health & Safety Policy (reviewed annually & Annual Review documented):
 - Objectives within reviewed H & S Policy included in mission statement prominently displayed?
 5. Risk Assessments (reviewed annually & after incidents/injuries & reviews documented):
 - Carried out by competent person:
 6. How 1 - 5 (above) are brought to the attention of employees and other relevant persons:
 7. SMS Document review completed: Last review date:
 8. SMS Sampled Audits completed and documented:
 - Details of pro-active & re-active self-audits:
 - All corrective actions closed out and necessary documents updated:
 9. Person Designated to ensure Operations Manual/SOPs are up to date:
 10. Instructions and procedures for reporting dealing with accidents:
 11. Details of operational, STC Permissions and/or restrictions:
 12. Method of ensuring that relevant staff and others are aware of 10 & 11 above:
 13. Spot check as to whether staff member(s) know the above (10 & 11) procedures etc.:
 14. Safeguarding (Policies and Safeguarding lead):
 - Security
 15. Student Skydiver Training Records:
 - PTO's:
 - Parachutist's:
 - Sample (Backtrack from a Student in Injury Book – check all paperwork)

FACILITIES/CLUB EQUIPMENT (D)

1. Does PLA match what is notified?
2. Details of Training Facilities:
3. Details of Training Equipment:
4. Details of ground to aircraft radio equipment:
5. Details of ground to parachutist radio equipment:
6. Details of Medical/First Aid Facilities:
7. Availability of:
 - a) Telemeters:
 - b) Stopwatch(es):
 - c) Windsock:
 - d) Anemometer:
 - e) Ground to air signal panels:

OTHER INFORMATION (E):

PILOTS/FLYING (F):

1. Chief Pilot:
British Skydiving No: Pilot No: Examiner No:
Licence No: Ratings/Qualifications:
Adequate for post:
2. Regular Pilots:
3. System for checking pilot's currency and qualifications:
(incl. 90-day rule for type, IR/IMC ratings A/R)
4. System for checking pilots flying hours/breaks:
5. Instructions to pilots & systems for checking:
 - Policy on fuel planning & reserves:
 - Fuel logs used:
 - Pre & Post-flight records:

(Operations Manual, Sec 9, para 5.2):

- Loading/Parachutists positioning in aircraft:
- Information and examples of take-off distances required for specific aircraft being used:
- System for ensuring current charts & R/T info carried:
- Runway markers (grass runway only):
- Main runway length:
- Loading & Crash-landing procedures:
(diagram & advice to jumpers on the ground)
- Person responsible for aircraft Maintenance Management:
- Oxygen:
(if applicable – Ops Man.Sec 9, para 5.4)

6. Person designated to ensure that para activities are notified to the ATSU:

- Are any stand down periods notified to the ATSU:

7. Aircraft (UK Registered) – Aircraft should be available during audit:

Type				
Registration Number				
C of A Category				
No. of Parachutists				
Restraints Fitted?				
Where Maintained				

8. Availability of Aircraft Documents:

- Aircraft Flight Manual(s)/Pilot Operating Handbook:
- Flight Manual Supplements:
- Certificate of Airworthiness (+ARC for EASA):
- Certificate of Registration:
- Mass/weight & balance schedule (including weighing report):
- Technical Log:
- Seating Plan/Crash Landing (diagrams in a/c):

- Certificate of Release to Service (CRS):
- Deferred Defect's Records:
- Defect Remedial Action Records:
- Aircraft Radio Licence:
- Aircraft Insurance (mandatory – EU compliant):
(EU Regulation No. 785/2004)
- MEL *(if applicable)*:
- Exemptions *(if applicable)*:
- Airspace *(incl. availability of letter of agreement)*:

9. Aircraft (Foreign Registered):

Type				
Registration No.				
Country of Registration				
C of A Category				
No. of Parachutists				
Used for S/L?				
Restraints Fitted				
Where Maintained?				

10. Availability of Aircraft Documents:

For foreign registered aircraft the original documents must accompany aircraft wherever it operates in the UK

- Aircraft Flight Manual(s)/Pilot Operating Handbook:
- Flight Manual Supplements:
- Certificate of Airworthiness (+ARC for EASA):
- Certificate of Registration:
- Mass/weight & balance schedule (including weighing report):
- Technical Log:
- Seating Plan/Crash Landing (diagrams in a/c):
- Certificate of Release to Service (CRS):
- Deferred Defect's Records:

- Defect Remedial Action Records:
- Aircraft Radio Licence:
- Aircraft Insurance (mandatory – EU compliant):
(EU Regulation No. 785/2004)
- MEL *(if applicable)*:
- Exemptions *(if applicable)*:
 - Airspace *(incl. availability of letter of agreement)*:

11. Fuel Management System:

(Only if on-site fuel available and controlled by parachute centre)

Security (from tampering/water ingress etc) – Check:

CAP 748 held:

Is bonding cable present:

Fuel delivered in (Litres, gallons, US Gallons, weight):

Delivery Records:

Avgas 100LL/Jet A1:

Uplift Records:

Avgas 100LL/Jet A1:

Fuel Sampling Records:

Fuel Delivery Samples:

7 Day Check Samples:

Petroleum Spirit Licence: (Avgas only)

List of Person Responsible for Fuel Checks:

Paste/capsules in date:

How are samples disposed of?

Static tanks banded:

12. Non-Confliction Procedures:

On Ground:

In Air:

13. List of those entitled to authorise flights:

Dated: Specimen signatures/initials:

14. Aeronautical Information (where located and currency):

Procedure for obtaining & disseminating Meteorological Information:

Access to CAP 393:

Registered with CAA information and updates:

Procedure for Checking & disseminating NOTAM's (incl R/T info):

Procedure for Checking & disseminating AIC's:

15. Ground Station Radio Licence:

- Person responsible for issue of Parachutist Radio Licence:

16. System for Ensuring All Pilots Familiar with SOPs Updates:

- Person responsible for updating 'flying section of SMS':

17. Aircraft Equipment:

- All Aircraft: ELT/PLB:

- All Aircraft: Checklist:

- All Aircraft: First Aid Kit (in date):

- All Aircraft: Fire Extinguisher (in date):

- Some Aircraft: Static Line strong point (check sample static line length):

- Some Aircraft: Suitable knife (for static line equipped aircraft):

- Some Aircraft: Parachuting Mods (step, rail, restraints, spoiler):

(in flight manual or supplement):

18. Crash Rescue Equipment:

- Suitable Vehicle: Yes/No.

- Key control: Does vehicle start: Yes/No.

- Foam Extinguisher (in date): Yes/No.

- Axe: Yes/No.

- Bolt Cropper (approx. 24 inches): Yes/No.
- Crowbar (approx. 42 inches): Yes/No.
- Fire Resisting blanket: Yes/No.
- 2 Pairs Fire Resisting Gloves: Yes/No.
- Medical First Aid Pack (in date): Yes/No.
- 2 x Blankets: Yes/No.

FINDINGS & OBSERVATIONS/RECOMMENDATIONS (G):

1. Findings:
2. Action proposed:
(Incl. date for action)
3. Observations/Recommendations:
4. Letter sent to: PTO CAA
5. Date for response in 'tracker':

Signed:

Date:

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DISPLAY AUDIT/INSPECTION REPORT

Name of Display Team:

Event:

Location:

Inspecting/Auditing Official(s):

Date:

Name of Team Leader:

Name of Jumpmaster:

*Details of skydivers taking part on display (including Team Leader/Jumpmaster)

Name	British Skydiving No.	No. of Jumps	No. of Display Jumps	Jumps in Previous 3 months	Canopy type jumped on display	No. of jumps on canopy type

**Team members' details supplied by skydivers themselves*

Risk Assessment

- Copy available: Yes/No
- Carried out by: _____ Date carried out: _____
- Reviewed on day of display: Yes/No By whom: _____
- Comments:

The Display

- Aircraft Type(s):
- Aircraft registration(s):
- Number of parachutists:
- Number of jump runs:
- Estimated exit height per pass:

6. Estimated surface wind speed:
7. Estimated cloud base:
8. Estimated visibility:
9. Estimated size of designated landing area:
10. Type of landing area (e.g. Stadium):
11. Details of over/undershoot areas:
12. Details of hazards:
13. Number in DZ control party:
14. Name of DZ Controller:
15. Wind Drift Indicator(s) dropped from aircraft? Yes/No
16. Signal panels on landing area? Yes/No
17. Ground-Air radio? Yes/No
18. Ground flare/smoke/windsock on landing area? Yes/No
19. First aid facilities available? Yes/No
20. Did the Team land in the designated landing area? Yes/No
(If NO, how many landed out?)
(Reason(s) for out lading if known)
21. Spectator security (remarks):

GENERAL IMPRESSIONS AND COMMENTS ON DISPLAY

SIGNIFICANT FAULTS AND DEFICIENCIES

ACTION TAKEN OR PROPOSED

Signed:

Date:



British Skydiving Consolidated Disciplinary and Grievance Procedures

Effective from 31 January 2019

Introduction

This document sets out the Grievance Procedure under Part A and the Disciplinary Procedure under Part B.

For the avoidance of any doubt, the Disciplinary and Grievance Procedures are two separate procedures but share the same point of commencement.

Preliminary Steps

The Compliance Officer is the primary complaint handler and first point of contact regarding any grievances and/or disciplinary matters.

All complaints must be made in writing and submitted to both the Compliance Officer¹ and the Secretary-General. The Secretary-General will notify the Committee Secretary who provides administrative support to the Chair of the British Skydiving Committee whose activities are most closely related to the nature of a disciplinary complaint (the "Relevant Committee"). Therefore, they must be notified of the complaint too.

If the Compliance Officer is the subject matter of the complaint or if they are absent, their duties under the relevant procedure shall be undertaken by an appropriate alternative person ("AAP").

- a) Grievance Procedure – the AAP is the Secretary-General and/or Chief Operating Officer. Unless qualified otherwise, any reference to the Compliance Officer under the Grievance Procedure is a reference to the Secretary General or the Chief Operating Officer (as appropriate).
- b) Disciplinary Procedure – the AAP is the Chair of the Relevant Committee or their appropriate substitute as set out therein. Unless qualified otherwise, any reference to the Compliance Officer under the Disciplinary Procedure is a reference to the Chair of the Relevant Committee and their appropriate substitute.

The Compliance Officer or AAP will acknowledge receipt of the complaint within 2 clear days from the date of receipt.

As soon as reasonably practicable, and in any event within 5 clear days of the date of the complaint, the Compliance Officer or AAP will assess the nature of the complaint and inform the complainant of the most appropriate procedure (disciplinary or grievance) that will be followed ("Notice of Allocation").

The appropriate procedure (disciplinary or grievance) will be commenced within 5 clear days of the date of Notice of Allocation.

For further details, please refer to the relevant procedure set out in **Parts A and B**.

¹ The Compliance Officer is a member of staff employed by the British Skydiving. If you are unsure as whom the Compliance Officer is, please contact British Skydiving HQ for their contact details.

PART A - THE GRIEVANCE PROCEDURE

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1. ABOUT THIS PROCEDURE

- 1.1. This Part explains the British Skydiving grievance procedure (the "Grievance Procedure"). It is British Skydiving's policy to ensure that any individual or British Skydiving Affiliated Parachute Training Organisation ("Affiliated PTOs") or British Skydiving Registered Display Team who may have a complaint or feel that they have been unfairly treated by a British Skydiving Member², or by British Skydiving itself, have access to a procedure to help deal with those grievances fairly and without unreasonable delay.
- 1.2. British Skydiving aims to investigate any grievance raised, hold a meeting to discuss it with the complainant and the person(s) concerned (the "Parties"), inform the Parties in writing of the outcome, and give the Parties a right of appeal if they are not satisfied.
- 1.3. The Grievance Procedure provides you with information on how grievances should be brought to the attention of British Skydiving, the process that will take place when a grievance is raised, the timescales in which British Skydiving will endeavour to deal with the grievance and what will happen if it cannot be resolved. The Grievance Procedure applies to all members of British Skydiving.
- 1.4. Information arising from the Grievance Procedure will be treated confidentially and shared on a need to know basis, unless there is an agreement between the Parties to do otherwise.
- 1.5. Where an individual who is raising a grievance or is the subject of a grievance case is under the age of 18 years, it is obligatory that the parents or legal guardians of that child must be informed and that the individual is accompanied during any meeting or appeal.
- 1.6. British Skydiving reserves the right to amend the Grievance Procedure at any time without notice. You should always refer to the latest version of the Procedure, available on the British Skydiving website, for the most up to date terms. The rules in this Grievance Procedure supersede any previous versions. However, they are intended to supplement and assist in the operation of existing constitutions. They are not intended to replace or override the relevant procedures existing in the constitutions of Affiliated PTOs or similar organisations or other governing bodies.
- 1.7. This Grievance Procedure should not be used to handle complaints of a disciplinary nature. British Skydiving has a disciplinary procedure (set out in Part B of Form 282) a copy of which can be found on the British Skydiving website. If you are unsure about the nature of your complaint, the Compliance Officer can give you further guidance and has the discretion to transfer the complaint to the disciplinary process.
- 1.8. If you have difficulty at any stage of the Grievance Procedure because of a disability or because English is not your first language, you should discuss the situation with the Compliance Officer as soon as possible.

2. INTERPRETATION

- 2.1. Any reference to gender includes all genders, any reference to the singular includes the plural (and vice versa), and references to persons include bodies corporate, unincorporated associations and partnerships (whether or not any of them have a separate legal personality).
- 2.2. Headings and sub-headings are inserted for convenience only and do not affect the construction of the Grievance Procedure.

² A 'Member' is defined in section 112 of the Companies Act 2006 and detailed under 'Membership' in the British Parachute Associations' (British Skydiving's) Articles of Association

- 2.3. All references below to paragraph numbers refer to the paragraphs in this document unless otherwise stated.
- 2.4. A period of time expressed as a number of days, months or year refers to “calendar” days, months and year unless otherwise stated. Any reference to “working days” refers to a normal working day in England, i.e. Monday to Friday, excluding public holidays. Time limits are not imposed strictly but it is advised that they are adhered to in order to ensure that complaints are dealt with fairly and without unreasonable delay.
- 2.5. If the Compliance Officer is the subject matter of the complaint or if they are absent, their duties under the Grievance Procedure shall be undertaken by the Secretary- General and/or Chief Operating Officer.
- 2.6. If the Chair of the British Skydiving Council or the Vice Chair of Council is the subject matter of the complaint, their duties under the Grievance Procedure shall be undertaken by another suitably qualified person i.e. Chair/Vice Chair of a relevant committee and/or a British Skydiving Vice President. For the avoidance of any doubts, a suitably qualified person must not have been directly or indirectly involved in any previous investigation or Panel that preceded it and shall not be directly or indirectly connected with the specific complaint nor have any interest whatsoever in such complaint.

3. RAISING AND PURSUING A GRIEVANCE

- 3.1. The complainant should put their grievance in writing and submit it to the Compliance Officer and the Secretary-General, indicating clearly that it is a formal grievance.
- 3.2. The written grievance should contain a brief description of the nature of the complaint, including any relevant facts, dates, and names of individuals involved. In some situations, the Compliance Officer may ask the complainant to provide further information.
- 3.3. After completion of the Preliminary Steps and allocating the complaint to the Grievance Procedure, the Compliance Officer shall carefully consider the most appropriate method of dealing with the complaint which may include any of the following actions:
 - a. Investigate the matter further;
 - b. Dismiss the complaint as vexatious and/or spurious³;
 - c. Discuss and resolve the complaint with the parties involved without holding a meeting;
 - d. Conduct an informal reconciliation meeting between the parties to resolve the complaint;
 - e. Form a panel of three, which shall consist of at least one independent British Skydiving director or a Vice President, one British Skydiving Council or Committee member (including any volunteers) and one subject matter expert if necessary (“the Panel”) (all panel members must be independent of the dispute and cannot be employed or contracted by British Skydiving to consider the complaint at a formal meeting); or
 - f. Refer the matter to another authority deemed more appropriate in practice or in law to handle it, including, but not limited to, the police for criminal matters.
- 3.4. Within two days of completion of the step at paragraph 3.3 above, the Compliance Officer shall inform the complainant of the action(s) they intend to take.

³ For the avoidance of any doubts; (i) vexatious complaints are those made repeatedly, despite being unsuccessful based on any rational and objective assessment, and (ii) spurious complaints include, but are not limited to, disingenuous allegations.

- 3.5. Whatever the course of action, the Compliance Officer shall aim to conclude the matter within 28 days of receiving the complaint and notify the person(s) concerned of the outcome in writing as soon as practicable. For the avoidance of any doubts:

(1) the extension of this time period is at the discretion of the Compliance Officer, taking into account the nature and complexity of each case; and

(2) where a Party refuses to co-operate with the resolution process or causes unreasonable delay, the Compliance Officer has the power to conclude the matter within a reasonable time as he or she sees fit.

4. INVESTIGATIONS

- 4.1. It may be necessary for the Compliance Officer to carry out an investigation into the grievance before taking further action(s). The amount of any investigation required will depend on the nature of the complaints and will vary from case to case. It may involve interviewing and taking statements from the Parties and any witnesses, and/or reviewing relevant documents.
- 4.2. The Compliance Officer may initiate an investigation before holding an informal meeting where they consider this appropriate. In other cases, they may hold an informal meeting before deciding what investigation (if any) to carry out. In those cases, the Compliance Officer may hold a further informal meeting after their investigation and before they reach a decision.

5. INFORMAL MEETING

- 5.1. Most grievances can be resolved quickly and informally through discussions. If appropriate and agreed by the Parties, the Compliance Officer shall facilitate an informal meeting as soon as practicable and convenient. This may help to clarify any misunderstandings or help identify the issues in dispute and may serve to resolve the issues or at least narrow them down before a formal meeting is convened.
- 5.2. The Compliance Officer should advise the terms of the informal meeting (paragraph 8 Attendance and Representation at Grievance Meetings defines who may attend) and the conduct of the meeting.
- 5.3. The outcome of this stage is not binding but may be referred to in any subsequent meeting or appeal hearing, as may any failure or refusal to participate in such meetings.

6. FORMAL MEETING

- 6.1. Where the grievance cannot be dealt with informally, the Compliance Officer shall convene the Panel within seven days of the decision to proceed to a formal meeting.
- 6.2. The Panel may conduct its own investigation and in any event within seven days of convening, it shall give at least 14 days' notice to the Parties of time, date and venue of the formal meeting.
- 6.3. The Panel shall have full discretion as to the terms of the meeting subject to the provisions in this document, the principles of natural justice and any relevant provisions of the Human Rights Act 1998. The Panel must give a fair and independent hearing to both sides of the dispute within an appropriate and agreed timescale.
- 6.4. If either party chooses not to attend the formal meeting, the Panel, has the right to proceed with the hearing based on written submissions.

- 6.5. The outcome of the meeting together with sufficient reason to explain the Panel's conclusion(s) must be communicated to both Parties within 14 days of the meeting.
- 6.6. If the outcome or resolution of the meeting is unacceptable to either Party, they have the right to appeal. However, the Party who chose not to attend the formal meeting without good reason does not have the right to appeal⁴.

7. APPEAL

- 7.1. If either Party wishes to appeal against the outcome of the formal meeting, they should set out the grounds on which they wish to appeal in writing. This letter should be sent to the Chair of the British Skydiving Council/Vice Chair of Council within 14 days of the outcome of the formal meeting.
- 7.2. The Chair of the British Skydiving Council/Vice Chair of Council decides whether an appeal should be heard or not.
- 7.3. An appeal should be granted where there is a "strong arguable case" that either:
 - a. Relevant information was ignored or not considered by the original panel;
 - b. The process was tainted by unreasonable bias or conflict of interests;
 - c. The provisions of the procedure were not adhered to;
 - d. The original panel exceeded its jurisdiction; or
 - e. The findings of the original panel were irrational or otherwise exhibited an error of general law.
- 7.4. The Chair of the British Skydiving Council/Vice Chair of Council must appoint an independent appeal panel to consider the appeal, none of whom have had any prior involvement in the matter (the "Appeal Panel"). The Appeal Panel should be constituted along the same principles as the formal meeting panel outlined above at paragraph 3.3.(e).
- 7.5. The chair of the Appeal Panel should convene a hearing of the appeals panel in a timely manner and provide at least 14 days' notice in writing to the Parties of the time, date and venue at which the appeal would be heard.
- 7.6. The chair of the Appeal Panel, in consultation with the other panel members, will decide the conduct of the proceedings, subject to the provisions in this document, the principles of natural justice and any relevant provisions of the Human Rights Act 1998. If appropriate they may request written submissions and the Appeal Panel may or may not require the Parties to attend.
- 7.7. If either Party seeks to rely upon any additional documentary evidence, they must ensure that this is provided to the Appeal Panel at least seven days before the hearing.
- 7.8. With the agreement of the Parties the hearing will be audio recorded.
- 7.9. The outcome of the meeting together with sufficient reason to explain the Appeal Panel's conclusion(s) must be communicated to both Parties within 14 days of the hearing.
- 7.10. The outcome of the appeal will be final. This is the end of the procedure and there is no further appeal.

⁴ This is to avoid escalating cases when they could be dealt with earlier.

8. ATTENDANCE AND REPRESENTATION AT GRIEVANCE MEETINGS

- 8.1. The Parties may bring a companion to any formal grievance meeting or appeal hearing under this procedure. The companion may be either a British Skydiving Member or a legally qualified person. The Compliance Officer may, at their discretion, allow the Parties to bring a companion who is not a British Skydiving Member or a legally qualified person (for example, a family member) if this will help overcome a disability or other difficulties.
- 8.2. The Parties must tell the Compliance Officer who their chosen companion is, in good time before the formal meeting or appeal hearing.
- 8.3. The Parties and their companion (if any) should make every effort to attend grievance meetings/hearing. Alternatively, they may submit written evidence and submissions to the Panel/Appeal Panel. They should do so within 14 days from the date of notice of the formal meeting or appeal hearing.
- 8.4. At the formal meeting or appeal hearing, the companion may make representations and ask questions, but should not answer questions on behalf of the Parties. The Parties may talk privately with them at any time during the formal meeting or appeal hearing.
- 8.5. In the event of the non-attendance of the Parties or their representative at any meeting convened to consider the grievance or appeal, the grievance or appeal will be considered in their absence.

9. DISPUTE RESOLUTION

- 9.1. Subject to paragraph 9.2, if either Party is not satisfied with a decision of the Appeal Panel, they may refer the matter to an independent dispute resolution through Sport Resolutions UK.
- 9.2. Matters that seriously impact safety of the sport and the proper exercise of British Skydiving's functions are excluded and cannot be referred to an independent dispute resolution.
- 9.3. In referring a case to Sport Resolutions UK, the Parties shall share the cost of independent dispute resolution and shall be responsible for the costs of preparing and presenting their own case.
- 9.4. Where recourse to dispute resolution is necessary, the Parties shall seek to agree an appropriate method of resolution, considering alternatives including mediation, informal advisory arbitration, and formal binding arbitration. The appropriate method of resolution will usually be the lowest cost method considered by the Parties taking into account the seriousness of the grievance. Where no agreement can be reached on the most appropriate method of resolution, full British Skydiving Council shall nominate the method to be used.
- 9.5. Representation by the Parties at any dispute resolution meeting convened by Sport Resolutions UK shall be under the standard rules and procedures of that body unless otherwise mutually agreed by both Parties.

10. RECORD KEEPING AND DATA PROTECTION

- 10.1. All personal data held in connection with a grievance matter will be held in accordance with British Skydiving's Data Protection Policy and GDPR.
- 10.2. A list of historic decisions, not older than 6 years, will be maintained as precedent in order to promote equal treatment and consistency throughout the sport of skydiving in the United Kingdom.

- 10.3. The decisions will only be disclosed to third parties upon request and with the permission of the Parties or in an anonymous and/or redacted form so as to protect personal details.

PART B - THE DISCIPLINARY PROCEDURE

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1. SCOPE

- 1.1 The disciplinary regulations set out in this Part (the "Regulations") are made pursuant to the powers of the British Skydiving to act as the governing body for skydiving in the United Kingdom as stated in its Articles of Association. To be eligible to participate in any event or activity organised or authorised by or held under the rules of British Skydiving, wherever held, a person must comply with these Regulations.
- 1.2 British Skydiving shall within its jurisdiction make, maintain and enforce rules relating to its policies, regulations, codes and practices. The Regulations set out in this Part are the means by which British Skydiving exercises its disciplinary authority relating to the conduct of all Members (as defined in section 112 of the Companies Act 2006 and as detailed under 'Membership' in the British Parachute Association Articles of Association). A Member subject to a disciplinary complaint or proceeding is hereinafter referred to as the "Respondent".
- 1.3 British Skydiving is an employer and any grievance or disciplinary matters concerning its employees, whether full time or part time, shall be dealt with under separate procedures as covered in its Staff Handbook, unless the issue of concern is clearly one that involves an employee's relevant voluntary activity in non-contractual time, which will be dealt with under these Regulations.
- 1.4 The purpose of these Regulations is to ensure justice in disciplinary proceedings and to provide a framework which satisfies the requirements of natural justice, namely; fair, clear and transparent procedures and consistent in their application. The Regulations also aim to inform Members about their rights and set out a robust method of dealing with disciplinary complaints without unreasonable delay.
- 1.5 The laws of England and Wales apply to the Regulations.
- 1.6 The Regulations may be amended under the authority of the Council (Board of Directors) of British Skydiving at any time without notice and at its sole discretion and such amendments shall be effective from the date stated. Members should refer to the latest version of the Regulations for the most up to date terms. The rules in this document supersede any previous versions.

2 INTERPRETATION

- 2.1 Any reference to gender includes all genders, any reference to the singular includes the plural (and vice versa), and references to persons include bodies corporate, unincorporated associations and partnerships (whether or not any of them have a separate legal personality).
- 2.2 Headings and sub-headings are inserted for convenience only and do not affect the construction of the Regulations.
- 2.3 All references below to paragraph numbers refer to the paragraphs in this Part unless otherwise stated.
- 2.4 A period of time expressed as a number of days, months or year refers to "calendar" days, months and year unless otherwise stated. Any reference to "working days" in the Regulations refers to a normal working day in England, i.e. Monday to Friday, excluding public holidays. Extension of time limits is discretionary in special circumstances.
- 2.5 If any part of the Regulations is held invalid, unenforceable or illegal for any reason, they shall remain in force apart from that part, which shall be treated as if it has been deleted to the extent to which it is invalid, unenforceable or illegal.

2.6 If the Compliance Officer is the subject matter of the complaint or if they are absent, their duties under these Regulations shall be undertaken by the Chair of a relevant committee or their substitute as necessary.

2.9 If the Chair of a relevant committee, the Chair of the British Skydiving Council or the Vice Chair of Council is the subject matter of a disciplinary complaint, their duties under these Regulations shall be undertaken by another suitably qualified person i.e. Vice Chair of the relevant committee.

3 CONFIDENTIALITY

3.1 Subject to paragraph 3.2 and other than in the case of a public hearing requested by the Respondent, all proceedings whether formal or informal shall be confidential, and other than in any official British Skydiving minutes, no information as to the identity of any party to the proceedings shall be disclosed or made public without the prior consent of that party.

3.2 British Skydiving may at any time during the investigation or disciplinary process notify any other relevant body of any details relating to the complaint as such body may need to know for ensuring safety and the proper exercise of its functions including but not limited to Members.

4 COMMENCEMENT OF PROCEEDINGS

4.1 British Skydiving may take disciplinary action against any Member who, inter alia:

- (i) is in breach of the British Skydiving's rules;
- (ii) brings the sport of skydiving into disrepute;
- (iii) brings British Skydiving into disrepute;
- (iv) otherwise acts in a manner incompatible with any stated aims and objectives of British Skydiving.

4.2 Any allegation of an offence having been committed under 4.1 (the "Allegation") shall be communicated in writing ("Notice of Allegation") as soon as practicable and in any event not later than 3 months from the date of the incident or the date of the complainant's knowledge of the incident, whichever is later.

4.3 The Notice of Allegation must be sent to both the Compliance Officer and the Secretary General. The Secretary General provides administrative support to the Chair of the British Skydiving Committee whose activities are most closely related to the nature of the allegation (the "Relevant Committee"). Therefore, he or she must be notified of the Allegation too. British Skydiving's committees are subject to change from time to time, but a list of current committees can be found on the British Skydiving website.

4.4 On receipt of the Notice of Allegation, the Compliance Officer shall:

- (1) acknowledge receipt of the Allegation in writing within 2 days of receipt of the Notice of Allegation;
- (2) set out the details of the allegation in a letter to the Respondent within 21 days of receipt of the Notice of Allegation and if appropriate, invite the Respondent to comment within 14 days; and
- (3) undertake any investigation he or she sees fit in order to ascertain the best course of action to resolve the Allegation or commence disciplinary action.

- 4.5 Upon completion of the steps set out in Regulation 4.4 and any further investigation undertaken by the Compliance Officer, he or she shall take any of the following steps:
- (i) decide that no further action is required and will notify the Respondent and the complainant in writing;
 - (ii) reject the Allegation because it does not fall within the authority of British Skydiving, and if appropriate refer it to another relevant body;
 - (iii) dismiss the Allegation on the grounds that there is not sufficient evidence to warrant further action being taken and notify the Respondent and the complainant in writing;
 - (iv) refer the Allegation to another authority deemed more appropriate in practice or in law to handle it, including, but not limited to, the police for criminal matters. If there is a possible or actual breach of the law, then the investigation by British Skydiving may be suspended;
 - (v) dismiss the Allegation on the grounds that it is vexatious or malicious and notify the Respondent and the complainant in writing;
 - (vi) on the agreement of the complainant and the Respondent, deal with the Allegation through mediation, administered by the Compliance Officer and/or Chief Operating Officer and/or Safety and Technical Officer. Mediation shall be the preferred course of action where the Allegation is not serious enough to warrant full disciplinary proceedings or is one that has arisen from a wider dispute between the complainant and the Respondent. If such mediation does not resolve the matter, then the Compliance Officer may consider other options as set out in Regulation 4.5.
 - (vii) deal with the Allegation informally by way of advice or information because it is not serious enough to warrant full disciplinary proceedings;
 - (viii) refer the Allegation to a Panel of Inquiry (the "Panel") to investigate further and make recommendations in accordance with the rules under Regulation 5;
 - (ix) refer the Allegation to a Disciplinary Tribunal (the "Tribunal") to hear the matter in accordance with the rules under Regulation 6.
- 4.6 Where deemed appropriate, the Compliance Officer may consult with Chair of the Relevant Committee, the Chief Operating Officer and/or Safety and Technical Officer to determine the most appropriate course of action but he or she must subsequently inform the Respondent of the identity of those consulted.
- 4.7 As soon as is practicable, the Compliance Officer shall inform the complainant and the Respondent and any interested party or parties of the course of action taken.
- 4.8 In the event that a complainant withdraws an Allegation, British Skydiving retains the right at its absolute discretion to take any action deemed appropriate against the Respondent under the Regulations.

4 FATALITIES

- 4.9 In the event of a skydiving fatality a Board of Inquiry will be convened by the Chief Operating Officer and / or Safety and Technical Officer.
- 4.10 The Board of Inquiry will consist of a minimum of two persons who shall be any of the Chief Operating Officer, Safety and Technical Officer, Chair of the Safety and Training Committee, or any British Skydiving Instructor Examiner nominated by them.

- 4.11 Following the investigation by the Board of Inquiry, a Panel will be automatically convened unless the Board of Inquiry recommends otherwise. The Board of Inquiry may comment on potential failings or breaches of British Skydiving's rules and/or policies but it does not make recommendations on disciplinary actions or sanctions.

5 INVESTIGATION & DISPOSAL BY A PANEL OF INQUIRY

- 5.1 A Panel convened under 4.5 (viii) or 4.11 above, shall comprise a minimum of three persons who shall be suitably qualified and appointed by the Compliance Officer. In making the appointments, the Compliance Officer must pay due regard to the impartiality of the Panel members and members of the Panel should not have been members of the Board.
- 5.2 If necessary due to the nature of the Allegation (such as for matters concerning safety procedures), all members of the Panel will be Advanced Instructors / Instructor Examiners but in any event one member must be a current voting member of the Relevant Committee and one other member must have held an Advanced Instructor rating within the previous five years. One member will be appointed as the Chair of the Panel.
- 5.3 The Panel will conduct its own investigation to decide whether a disciplinary charge should be brought and makes recommendations accordingly. The Panel will be briefed by the information available to the Compliance Officer (if convened under 4.5 (viii)) or the Board of Inquiry's full report (if convened under 4.11) or both if applicable.
- 5.4 The Panel shall make a decision concerning the appropriate course of action and report their findings to directly to the Respondent (if any) and Compliance Officer as soon as practicable and in any event within 6 months from the date it was convened.
- 5.5 In its findings, the Panel may:
- (i) decide no further action is necessary as there is no case to answer; or
 - (ii) make such recommendations as it sees fit including any remedial or disciplinary actions be taken; or
 - (iii) refer the Allegation to the Tribunal.
- 5.6 The Respondent shall have 10 days from the date of receipt of the Panel's report, to accept or reject the recommendations (made under rule 5.5(ii)) in writing. Where disciplinary action(s) is recommended, such action(s) shall be taken by the Panel unless the Respondent has filed a rejection within the 10-day period and thereby elected a hearing before the Tribunal. The Panel shall inform the Compliance Officer of the Respondent's response and/or conclusion of the matter.

6 DISCIPLINARY TRIBUNAL

Preliminaries

- 6.1 If the Allegation is referred to a Tribunal, the Compliance Officer may, at his or her discretion, suspend the Respondent's eligibility to participate in some or all of the activities as referred to in paragraph 1.1 above.
- 6.2 On the Allegation being referred to a Tribunal, the Compliance Officer shall serve a Notice of Complaint ("Notice") on the Respondent within 14 days of the referral.
- 6.3 Service shall be affected by a copy of the Notice being handed to the Respondent personally or by it being sent by registered post to the address of the Respondent as it appears on British Skydiving's current mailing list.

- 6.4 A Notice shall include the following information:
- (1) the full name and address of the Respondent;
 - (2) the full name and correspondence address of British Skydiving;
 - (3) full details of the disciplinary charges, including:
 - a. which rule or rules have been breached;
 - b. when, where and how they are alleged to have been breached;
 - c. full particulars of any evidence relied upon to include:
 - i. the names of any witnesses;
 - ii. copies of any witness statements;
 - iii. copies of any expert or other written reports; and
 - iv. copies of any relevant photographs and and/or video/audio.
 - (4) a notice of suspension, if appropriate;
 - (5) a copy of the disciplinary procedure (these Regulations);
 - (6) a Form of Response ("Form") (attached to these Regulations as "Annex A");
 - (7) advice that the Respondent may wish to seek legal advice and may be represented at any hearing.
- 6.5 The Respondent shall within 21 days of receipt of the Notice, complete and return the Form to the Compliance Officer.

6.6 In the Form the Respondent may:

- (i) deny the complaint; or
- (ii) admit the complaint either in full or in part.

If the Respondent denies the complaint, he or she shall give full details of why the complaint is denied and what matters are in dispute.

If the Respondent admits the complaint, he or she may give details of any mitigating features they wish to bring to the Tribunal's attention.

The Respondent shall also be required to state:

- (1) whether they will attend the hearing; and
- (2) whether they intend to be represented and if so, by whom.

6.7 Upon receipt of the Form and not less than 28 days after service of the Notice the Compliance Officer shall arrange for the holding of a Tribunal.

Composition of the Tribunal

- 6.8 The hearing shall take place before a Tribunal comprising three persons appointed by the British Skydiving. The three persons shall be:
- (1) a member of the British Skydiving Council nominated by the Vice Chair of Council;
 - (2) a subject matter expert, not being a member of the Relevant Committee if possible, nominated by the Vice Chair of Council; and

- (3) a person who is not a member of British Skydiving but who shall be a member of some other UK sporting body or association nominated by the British Skydiving Secretary General.

The three members of the Tribunal must not have been directly or indirectly involved in any previous investigation or Panel that preceded it and shall not be directly or indirectly connected with the specific complaint nor have any interest whatsoever in such complaint.

- 6.9 The Respondent shall be given not less than 28 days' notice in writing of the date, time and venue for the hearing. The notice shall contain the full names of the Tribunal members. The Respondent and the Compliance Officer shall be asked whether they object to any Tribunal members and, if so, on what grounds. The Chair of the British Skydiving Council considers any such objections and if upheld, recommends a new panel member be appointed under 6.8 (1-3) above.
- 6.10 A Notice served under paragraph 6.9 shall inform the Respondent that he or she:
 - (1) may attend the hearing in person;
 - (2) may be represented by a third party, including, if they so wish, by a legal representative;
 - (3) shall have the right to give and call evidence and to address the Tribunal; and
 - (4) may make written representations which shall be considered by the Tribunal if they do not intend to attend the hearing.
- 6.11 If not already done at the time of service of the Notice, a paginated and indexed bundle containing the evidence to be relied upon at the Tribunal should be provided to the Respondent not less than 7 working days before the hearing. Not less than 3 working days before the hearing, the Respondent shall inform British Skydiving of the names of witnesses who are not required to give evidence but whose statements may be read.

The Tribunal Procedure
- 6.12 Any hearing before the Tribunal shall be conducted in private unless the Respondent requests a public hearing.
- 6.13 If the Respondent attends the hearing either in person or by representation, the Tribunal shall:
 - (1) hear the evidence relied upon in support of the allegation;
 - (2) allow the Respondent or their representative the opportunity to ask questions of the witnesses and test the evidence;
 - (3) allow the Respondent or their representative the opportunity to give and call evidence in support of their case; and
 - (4) allow the Respondent or their representative to make a closing statement.
- 6.14 If the Respondent declines or fails to attend the hearing or be represented the Tribunal may proceed to hear the evidence in support of the allegation and shall take into account any written representations that the Respondent has submitted.
- 6.15 The Tribunal shall have the power to adjourn the hearing at any time and for such period and reason, as it considers appropriate and reasonable.

- 6.16 Any decision of the Tribunal shall be by a majority. The standard of proof required shall be such that the Tribunal is satisfied beyond reasonable doubt that the complaint has been established.
- 6.17 Having considered all of the evidence, the Tribunal may:
- (i) dismiss the disciplinary charge; or
 - (ii) find the disciplinary charge proven.
- 6.18 Following the conclusion of the hearing, the Tribunal may:
- (i) announce its decision and any sanction to be imposed on the date of the hearing and if possible, provide a summary of its findings; or
 - (ii) defer judgment to a later date.

In either event the Tribunal shall inform the Respondent and the Compliance Officer of its decision and findings in writing within 21 days of the conclusion of the hearing.

- 6.19 If the Respondent is found to have committed a disciplinary offence, the Tribunal may exercise its discretion to discharge the Respondent without sanctions whilst having regard to both the circumstances of the offence and any mitigation advanced by or on behalf of the Respondent.
- 6.20 Where the Tribunal decides that disciplinary sanction is appropriate, it may impose one or a combination of the following sanctions:
- (i) admonish the Respondent by way a warning or reprimand in respect of the misconduct or breach of a rule committed;
 - (ii) impose a financial penalty;
 - (iii) suspend the Respondent from membership of British Skydiving and/or from eligibility to participate in activities as referred to in paragraph 1.1 above for such period as it considers appropriate and reasonable (exceptionally which may be up to and including a lifetime period); and
 - (iv) require the Respondent to undertake training or be subject to a period of monitoring or mentoring.

The decision taken by the Tribunal in relation to the sanction to be imposed shall be reasonable and proportionate in all circumstances.

- 6.21 If the offence was committed during a sporting event, the Tribunal may at its discretion further disqualify the Respondent and his or her team from the event and the results of the event shall be amended accordingly. The Respondent shall not thereafter be entitled to any reward, title or record to which they would have been entitled by virtue of their participation at the event or any subsequent event.
- 6.22 In the event of the imposition of a financial penalty the Respondent shall be given a minimum of 28 days or such other longer period as the Tribunal considers appropriate to satisfy the penalty, after which they shall be suspended from membership of British Skydiving until the sum is paid.
- 6.23 The Tribunal may, at its discretion, make such award for costs either against or in favour of the Respondent as it considers appropriate. Where costs are awarded against the

Respondent, they shall be given a minimum of 28 days or such other longer period as the Tribunal considers appropriate to pay the costs, after which they shall be suspended from membership of British Skydiving until the sum is paid. While legal costs will not normally be awarded, in exceptional circumstances the Tribunal has the discretion to order a contribution up to a maximum of £500 towards such costs.

- 6.24 Where an appeal is lodged, the period for payment of such fine or costs as set out in 6.22 or 6.23 above will be suspended until the matter is resolved by British Skydiving. Where such appeal is unsuccessful, the Respondent will have 28 days from the final decision of the Appeal Tribunal or such other longer period as British Skydiving considers appropriate to pay the fine or costs specified by the Tribunal in its original decision.

7 APPEAL TRIBUNAL

- 7.1 A Respondent or the Compliance Officer (the "Appellant") has the right to seek leave to appeal the decision of the Tribunal (the "Decision").
- 7.2 Leave to appeal can only be sought against a Decision on one or more of the following grounds:
- A. the Decision was based on error of fact or could not have been reasonably reached by a Disciplinary Tribunal when faced with the evidence before it;
 - B. serious procedural or other irregularity in the proceedings before the Tribunal;
 - C. significant and relevant new evidence has become available which was not available before the conclusion of the Tribunal hearing but, had it been available, may have caused the Tribunal to reach a materially difference decision; and/or
 - D. the sanction imposed was manifestly unreasonable in the light of the facts before the Tribunal.
- 7.3 A written Notice of Appeal must be submitted by the Appellant and received by British Skydiving within 21 days from the decision being announced or, if the decision was delivered in writing, 21 days from having been received by the Appellant. In exceptional cases (for example where fresh evidence has been discovered after the expiry of 21 days) the 21-day period may be extended at the discretion of the British Skydiving Council.
- 7.4 The Notice of Appeal shall:
- (1) state the date and decision of the Tribunal against which the appeal is lodged;
 - (2) state the grounds of appeal relied upon in accordance with Regulation 7.2; and
 - (3) set out the statement of facts upon which the appeal is based, specifying whether the appeal is against finding and sanction or just sanction alone and include any supporting documentation upon which the Appellant will rely.
- 7.5 Upon receipt of the Notice of Appeal, an Appeal Tribunal shall be convened to primarily consider whether the grounds for appeal are made out and if so, grant leave for the appeal to be determined under the Regulations. An appeal hearing shall be conducted by way of a re-hearing.
- 7.6 The Appeal Tribunal shall comprise three persons to be appointed by the British Skydiving Secretary General being:
- (1) a legally qualified person who is a practising Barrister or Solicitor, who shall act as its Chair;

- (2) a subject matter expert, not being a member of the Relevant Committee if possible; and
- (3) a person who is not a member of British Skydiving but who is a member of some other UK sporting body or association.

All members of the Appeal Tribunal shall be selected at random by the British Skydiving Secretary General from a list of individuals with suitable qualities and standing who have volunteered to sit on British Skydiving Appeals Tribunals. The Appeal Tribunal shall not include any person who sat on the Panel or the original Tribunal.

- 7.7 The Appellant shall be given not less than 21 days' notice in writing of the date, time and location of the appeal hearing and the full names of the persons intended to sit as the Tribunal.
- 7.8 The Appellant shall have the same rights of objection to the Tribunal members as contained in paragraph 6.9 above.
- 7.9 Further, the Respondent shall have the same rights of appearance, representation and conduct of the case (the right to hear, test and call evidence) as appear at paragraphs 6.10 and 6.13 above.
- 7.10 The appeal hearing shall be conducted in private unless the Respondent requests a public hearing.
- 7.11 The Appeal Tribunal shall have the power to adjourn the hearing at any time and for such period and reason, as it considers appropriate and reasonable.
- 7.12 Any decision of the Appeal Tribunal shall be by a majority.
- 7.13 The Appeal Tribunal shall have the power to vary any decision or sanction under appeal.
- 7.14 The Appeal Tribunal may, at its discretion, make such award for costs, either for or against the Respondent, as it considers appropriate. Legal costs will not normally be awarded, apart from in exceptional circumstances whereby the Appeal Tribunal has the discretion to order a contribution towards legal costs up to a maximum of £500.
- 7.15 Any decision of the Appeal Tribunal shall be final and binding upon both British Skydiving and the Respondent and no further right of appeal shall lie to any other tribunal without the consent of both parties.
- 7.16 The Appeal Tribunal will inform all the parties of its decision and findings in writing within 21 days of the conclusion of the hearing.

8 CONDUCT OF THE TRIBUNAL PROCEEDINGS

- 8.1 Subject to the above provisions, the rules of natural justice and the provision of the Human Rights Act 1998, Disciplinary and Appeal Tribunals convened under these rules shall have the power to regulate the conduct of their own proceedings.
- 8.2 Any deviation from these Regulations by a Tribunal shall not invalidate any finding, procedure or decision unless that deviation raises material doubt as to the reliability of the finding, procedure or decision.

9 RECORD KEEPING AND DATA PROTECTION

- 9.1 All personal data held in connection with a disciplinary matter will be held in accordance with British Skydiving's Data Protection Policy and GDPR.
- 9.2 A list of historic decisions, not older than 6 years, will be maintained as precedent in order to promote equal treatment and consistency throughout the sport of skydiving in the United Kingdom.
- 9.3 The decisions will be disclosed to third parties upon request, but sensitive personal details may be anonymised or redacted in accordance with GDPR.

British Skydiving
Disciplinary Tribunal Hearing - Form of Response

I, [] acknowledge receipt of a Notice of Complaint dated [] together with the following documentation:

[The details of documents sent with the Notice of Complaint would be listed here]

I wish to deny the complaint for the reasons set out below.

I wish to admit the complaint or admit it in part as set out below.

Please use the following space and overleaf if necessary, to set out brief details of why the complaint is denied and if admitted in part what part is admitted, what remains in dispute and why. If the complaint is admitted please set out any explanation or mitigation you wish to bring to the Tribunal's attention.

Please note that you are entitled to attend the Tribunal and speak on your own behalf or have someone represent and speak for you (whether legally qualified or not). Please indicate

- (1) whether you will attend the hearing; and
- (2) whether you intend to be represented and if so, by whom.

Signed..... Dated.....



***CODE OF PRACTICE
FOR
BRITISH SKYDIVING
INSTRUCTORS
AND
COACHES***

Rights/Relationships/Responsibilities

www.britishskydiving.org

Code of Practice for British Skydiving Instructors and Coaches

Instructors and coaches play a crucial role in the development of our sport, as well as in the lives of those they instruct and coach. It is their duty to ensure that participants involved in skydiving (sport parachuting) have nothing but positive experiences working toward achieving their full potential. It is from these experiences that more people are likely to continue within our sport.

Instructors and coaches must demonstrate a high degree of professionalism, honesty, integrity and competence at all level. The need to understand and act upon their responsibilities is of vital importance to the safety and professional image of our sport and is therefore essential with good instruction and coaching practices. This code of practice for British Skydiving instructors and coaches defines all that is best in good instructing and coaching practices.

Good instructing and coaching practice need to reflect the following key principles:

- *Rights*

Instructors and coaches must respect and champion the rights of every individual to participate in our sport.

- *Relationships*

Instructors and coaches must develop a relationship with students (and others) based on openness, honesty, mutual trust and respect.

- *Responsibilities – personal standards*

Instructors and coaches must demonstrate proper personal behavior and conduct at all times.

- *Responsibilities – professional standards*

To maximise the benefits and minimise the risks to skydivers, instructors and coaches must attain a high level of competence through qualifications, and a commitment to ongoing training that ensures best and correct practice.

These principles are defined in more detail further in this form.

Code of Practice for British Skydiving Instructors and Coaches

Principle	Statement	Issues	Actions
Rights	Instructors and coaches must respect and champion the rights of every individual to participate in our sport.	Instructors and coaches should: <ul style="list-style-type: none"> assist in the creation of an environment where individuals have the opportunity to participate in skydiving (sport parachuting) create and maintain an environment free of harassment recognise the rights of members to be treated as individuals recognise the rights of members to confer with other instructors, coaches and experts promote the concept of a balanced lifestyle, supporting the well-being of the performance both in and out of the sport 	<ul style="list-style-type: none"> Always treat all individuals in the sport with respect. Do not discriminate on the grounds of gender, marital status, race, colour, disability, sexual orientation, age, occupation, religious beliefs or political opinion. Do not condone or allow any form of discrimination to go unchallenged. Do not publicly criticise or engage in demeaning descriptions of others. Be discreet in any conversations about members, instructors, coaches or any other individual. Communicate with and provide feedback to members in a manner that reflects respect and care.
Principle	Statement	Issues	Actions
Relationships	Instructors and coaches must develop a relationship with students (and others) based on openness, honesty, mutual trust and respect	Instructors, coaches: <ul style="list-style-type: none"> must not engage in behavior that constitutes any form of abuse (physical, sexual, emotional, neglect, bullying) should promote the welfare and best interests of their students must avoid sexual intimacy with students they are instructing or coaching (1) must take action if they have a concern about the behavior of an adult to anyone underage should recognise and respect the power imbalance implicit in a coach/instructor–student relationship (2) should empower students to be responsible for their own decisions should clarify the nature of the instruction/coaching services being offered to students should communicate and cooperate with other organisations and individuals in the best interests of the students 	<ul style="list-style-type: none"> Be aware of the physical needs of students, especially the developmental stage of students and ensure that training loads and intensities are appropriate Ensure that physical contact is appropriate and necessary and is carried out within recommended guidelines (provided by the Parachute Training Organisation) with the student's full consent and approval Do not use sexual innuendo, flirting, inappropriate gestures and terms, casual sexism, racism or any other forms of discrimination or marginalisation. As role models within the sport, coaches/instructors should also constructively challenge students who use any of these behaviors (3) Instructors and coaches are in a position of power and trust in relation to students. By entering into an intimate/sexual relationship with a student, an instructor/coach may be deemed guilty of abusing this position and, in relation to young or vulnerable people, may be acting unlawfully. Therefore, a student must be transferred to another instructor/coach if it is clear that an inappropriate or intimate relationship is developing (4) Inform parents or guardians immediately if you are at all concerned about the welfare of a young or vulnerable person unless there are concerns that would not be in the interests of that person Know and understand any relevant protection and/or safeguarding policies or procedures in this regard and adhere to them Report any concerns you have – non-action is not acceptable Respect the student's opinions when making decisions about participation in the sport Encourage students to take responsibility for their own development and actions Allow students to discuss and participate in the decision-making process Do not work with another instructor/coach's student without first analysing their jump history. This can be done in discussion with the student combined with study of their logbook/training record. Contacting previous instructors/coaches is also recommended

Code of Practice for British Skydiving Instructors and Coaches

Principle	Statement	Issues	Actions
Responsibilities – personal standards	Instructors and coaches must demonstrate proper personal behavior and conduct at all times	<p>Instructors and coaches should:</p> <ul style="list-style-type: none"> • be fair and honest and considerate to their students and others in the sport. • project an image of health, cleanliness and functional efficiency. • be models for students and other sport skydivers at all times. 	<ul style="list-style-type: none"> • Operate within the requirements of the British Skydiving Operations Manual and the spirit of the sport • Educate students on issues relating to the use of performance-enhancing drugs in sport and cooperate fully with the British Skydiving's sport policies • Maintain the same level of interest and support when a student is sick or injured • Display high standards in use of language, manner, punctuality, preparation and presentation • Encourage students to display the same qualities • Do not smoke, drink alcohol or use recreational drugs before or while instructing or coaching. This reflects a negative image and could compromise the safety of your students • Display control, respect, dignity and professionalism to all involved in the sport
Principle	Statement	Issues	Actions
Responsibilities – professional standards	To maximise the benefits and minimise the risks to students. Instructors and coaches must attain a high level of competence through qualifications and commitment to ongoing training that ensures safe and correct practice.	<p>Instructors, coaches will:</p> <ul style="list-style-type: none"> • ensure the environment is as safe as possible, taking into account and minimizing possible risks, • promote the execution of safe and correct practice • be professional and accept responsibility for their actions • make a commitment to providing a quality service to their students • actively promote the positive benefits to society of participation in sport • contribute to the development of instructing and coaching by exchanging knowledge and ideas with others, and by working in partnership with others. • gain relevant sport instructional and coaching qualifications appropriate to the level at which they instruct/coach 	<ul style="list-style-type: none"> • Follow the rules and guidelines of British Skydiving and the Parachute Training Organisation (PTO) where you instruct/coach. • Plan all/any lessons/briefs so they meet the needs of the students and are progressive and appropriate. • Maintain appropriate records (logbooks) of your student's progression. • Recognise and accept when it is appropriate to refer a student to another instructor or coach. • Seek to achieve the highest level of qualification available. • Demonstrate commitment to instructing/coaching by undertaking/attending learning opportunities to maintain up-to-date knowledge of technical development in the sport. • Undertake/attend courses/programmes to maintain up-to-date knowledge and understanding of other issues that might impact on both you and your students. • Actively contribute to local, regional and national initiatives to improve the standards and quality of instructing/coaching in sport skydiving and sport in general. • Practice in an open and transparent fashion that encourages other instructors/coaches to contribute to or learn from your knowledge and experience. • Engage in self-analysis and reflection to identify your professional needs. • Seek opportunities to develop your instructing/coaching skills and competences and update your knowledge. • Manage your lifestyle and instructing/coaching commitments to avoid burnout that might impair your performance • Do not assume responsibility for any role for which you are not qualified or prepared. • Do not misrepresent your level of qualification. • Promote good instructing/coaching practice in others and challenge any poor practice that you become aware of.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CIVIL AVIATION AUTHORITY AND THE BRITISH PARACHUTE ASSOCIATION

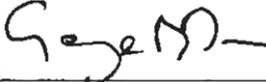
Insofar as the CAA has granted an approval to the BPA for the administration and oversight of sport parachuting operations conducted by BPA affiliated Parachute Training Organisations (PTOs), the CAA will, in respect of its duty to ensure that such operations are conducted according to applicable EASA regulations, accept the following procedures as sufficient for the BPA to meet such requirements.

1. The BPA audit procedures (listed at Appendices C & D of its Exposition & Civil Aviation Authority Schedule of Approval) are deemed sufficient in fulfilling the safety audit of PTO operations provided that each PTO is made aware (in the P&E issued each year to all BPA PTOs) of its obligations to conduct its flying operations in accordance with relevant and applicable European Regulations.
2. The distinction between commercial and non-commercial operations (as defined in Regulation EU 216/2008) will also be made clear in the P&E with the following wording:

All BPA PTOs are to ensure that they conduct their operations according to the European Regulations which are pertinent to their operational status. This status will be determined by whether the profits from any revenues earned by the PTO are distributed outside the organisation (in which case the PTO is a commercial organisation) or not (in which case the PTO is a non-commercial organisation).


19/11/14

Tony Butler
Chief Operating Officer
British Parachute
Association


20/Nov/14

George Duncan
Manager, Operations, GA Unit
Civil Aviation Authority

Policy Letter

GA Unit
Civil Aviation Authority

30th October 2014

Introduction

1. The operation of an aircraft for the purposes of dropping parachutists is subject to regulation by the UK 'Air Navigation Order' (ANO). The pilot of the aircraft is subject to European Regulation if the aircraft is of a type within the scope of European Regulation. Most parachute dropping aircraft and pilots are within the scope of European Regulation.
2. According to the ANO, with the exception of emergencies no person shall be dropped from an aircraft unless the operator of the aircraft has been granted a Parachuting Permission by the CAA. The means of compliance for obtaining such Permission are detailed in Civil Aviation Publication (CAP) 660.
3. The CAA recognises the British Parachute Association (BPA) as the national governing body for parachuting in the UK and it is largely responsible for defining the acceptable safety standards and best practice for parachuting in the UK. The technical content of CAP 660 is written by the BPA and endorsed by the CAA.
4. In September 2012 a new European Regulation (the Aircrew Regulation) governing the licensing of pilots came in to force. The key change was a new approach to defining commercial operations apart from private ones. This had the effect of prohibiting private pilots from flying parachute dropping aircraft at parachuting organisations considered to be operating commercially. ..
5. In April 2014 a number of amendments were made to the Aircrew Regulation that relaxed the limitations on pilots flying parachute dropping aircraft - though the relaxation was subject to a number of conditions.
6. This Policy Letter sets out the key principles and responsibilities mutually agreed between the CAA and BPA following the changes to the regulatory system.

Policy

7. Those people carrying out the parachuting operation (i.e. the pilots, aircraft owner and/or operator) remain directly responsible for compliance with both UK and European law.
8. The BPA will continue with day-to-day oversight of parachuting operators and maintaining CAP660. The CAA will remain responsible for issuing permission in accordance with the Air Navigation Order and CAP660.
9. Neither the CAA nor the BPA are expected to determine whether a particular operation is deemed to be a 'commercial operation'. This remains the responsibility of the operator.
10. The CAA and BPA are also not expected to determine whether a particular operation is an organisation created with the aim of promoting aerial sport or leisure aviation' as referred to in European Regulation. This and the compliance with conditions or limitations such as those relating to the distribution of any profits remains the responsibility of the operator.
11. The CAA will not require operators to demonstrate means of compliance with 9 or 10 as a condition of issuing a Parachuting Permission.