

## **Joint Proposal by Spain and Hungary relating to SC 5**

The proposal was presented last year and has been updated to accommodate for the new situation post COVID since we believe that the reasoning not only stands but has been reinforced after the new situation especially in Europe. We consider it is important to modify SC5 to accommodate for this new situation and to guarantee that our competitors' interests are safeguarded. The current regulation SC5 4.4.4 states:

### **4.4.4 Withdrawal from an FCE**

**A competitor who, or team which, withdraws before the official start date, from an FCE that does take place, having had their entry accepted, will be entitled to a refund of 50% of any entry fees paid (excluding Sanction Fees, which are not refundable).**

**A competitor, who or team which, withdraws after the official start date, from an FCE that does take place, having had their entry accepted, will have no right to a refund of any entry fees paid.**

**For this purpose, entry fees paid will exclude any fee levied for late submission of the entry or late payment of the entry fees. (**

According to our sound opinion this regulation should be updated to the current reality. It could happen that before the official start of a FCE or after the official start, a competitor or team could have to withdraw for force majeure: nowadays the COVID or other pandemics or the unforeseeable situation due to the war are a major risk for a withdrawal, e.g. 72-hour test before entering the organizing country, or upon arrival. Another possible cause of cancellation could be a severe injury just before the official start or after the official start of a FCE. We do have concrete examples for both cases. In some instances the competitor has been injured during the official practice jumps, which means that he has already incurred in all the travel expenses, visa fees and possible other expenses.

In the past the ISC has protected the interests of the Organizers in the case of force majeure but the competitors and delegations are not equally protected and the amount that the organizer would retain is extremely high and exceeds the expenses that the organizer might have incurred during the preparation phase of organizing the event.

We consider that the withdrawal of a competitor or team from a competition due to force majeure or injury should be, at the very least, be treated as the withdrawal before the official start date

This is our proposal, although we are open to other suggested wording:

#### **4.4.4 Withdrawal from an FCE**

A competitor who, or team which, withdraws before the official start date, from an FCE that does take place, having had their entry accepted, will be entitled to a refund of 50% of any entry fees paid (excluding Sanction Fees, which are not refundable).

A competitor, who or team which, withdraws after the official start date, from an FCE that does take place, **due to an injury or any other valid reason**, having had their entry accepted, will ~~have no right to a refund of any entry fees paid~~ **be entitled to the refund of the amount corresponding to any jumps not yet executed or any windtunnel time not yet flown. The final amount will be agreed to by the Organizer, the FAI controller and the Competitor, team leader or HoD prior to the end of the event.**

For this purpose, entry fees paid will exclude any fee levied for late submission of the entry or late payment of the entry fees.

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