



Quality Assurance Agreement

between

International Adventure Park Association (IAPA e. V.), represented by the executive board,
Vogelring 35, 76751 Jockgrim

- (the "IAPA")

and

.....

- (the "Inspection Body")

Preamble

The IAPA is an association which aims, among other things, to support the continuous modernisation of ropes courses, the training and continued professional development of people involved in constructing, operating or inspecting ropes courses, and the development of safety and quality standards for rope course construction, operation and development.

As an inspection body registered with the IAPA, the Inspection Body shall carry out regularly recurring inspections and modification inspections of ropes courses on its own behalf and responsibility in accordance with the current edition of DIN EN 15567-1: 2015 + A1:2020, Ropes courses - Part 1: Construction and safety requirements. The Inspection Body shall appoint a principal inspector to the IAPA. Moreover, the Inspection Body is obliged to register every qualified person working as an inspector for the Inspection Body with the IAPA.

On this basis, the parties agree on the following provisions for quality assurance:

Section 1

Aim of the agreement

This agreement serves to maintain quality standards during regularly recurring inspections and modification inspections of rope courses by an IAPA-registered inspector in accordance with DIN EN 15567-1:2015 + A1:2020 Sports and recreational facilities - Ropes courses - Part 1: Construction and safety requirements and the IAPA inspection guidelines (most current version of Appendix 3 and Appendix 4).

Section 2

Requirements for the professional aptitude and expertise of the Inspection Body, training courses and liability insurance

The Inspection Body affirms that it has the professional aptitude and expertise, meets all the prerequisites and conditions required to carry out regularly recurring inspections and modification inspections of ropes courses in accordance with EN 15567-1, complies with the authorisation and recognition requirements and holds all qualifications required to register with the IAPA, as stipulated in **Appendix 1**, and continues to adhere to these requirements. Any subsequent changes in aptitude and/or expertise must be notified to the IAPA immediately and without prior request.

1. The Inspection Body shall ensure that IAPA-registered inspectors working for the body continue to attend training courses as frequently as is usual and appropriate for an expert and shall provide the IAPA with evidence of this attendance without being requested to do so. In particular, the IAPA-registered inspectors working for the Inspection Body shall at least participate in the training activities set out in **Appendix 2** at the intervals disclosed therein.
2. The Inspection Body must provide evidence of a business/professional liability insurance covering its activities. The sum insured must be in line with standard local levels, covering personal injury and property damage and at least 100,000 EUR for a recurring inspection or at least 250,000 EUR for an initial or modification inspection for financial losses. It is obliged to maintain this coverage for the entire term of this agreement. The IAPA must be notified of any changes immediately and the Inspection Body must provide evidence of insurance coverage upon request.
3. The liability insurance stipulated in Section 2 must include all inspectors inspecting for the Inspection Body and all IAPA-registered inspectors.
4. The Inspection Body undertakes to register all inspectors working for the body by name with the IAPA at least four weeks before carrying out an inspection.

Section 3

Requirements for carrying out inspections and documenting recurring inspections and modification inspections of rope courses as well as issuing the IAPA INSPECTION label and the IAPA INSPECTION inspection tag and indemnity of the IAPA in the event of a breach of obligation

1. All regularly recurring inspections and modification inspections of rope courses must be carried out properly and professionally and with due diligence.

The Inspection Body also undertakes to observe the requirements for recurring inspections and modification inspections set out in detail in **Appendix 3**.

The requirements in **Appendix 3** are subject to a continuous improvement process (CIP) and must be applied in their most current version.

2. Records of recurring inspections and modification inspections of ropes courses must be kept according to the criteria laid out in EN 15567 – 1 and retained accordingly.

The Inspection Body also undertakes to provide the documentation described in detail in **Appendix 4**.

The requirements in Appendix 4 are subject to a continuous improvement process (CIP) and must be applied in their most current version.

3. The result of the inspection must be determined in accordance with the criteria set out in EN 15567 – 1.

The Inspection Body also undertakes to determine the points described in **Appendix 4**.

4. The Inspection Body may only issue the IAPA INSPECTION label and inspection tag if no significant defects have been identified.

The IAPA guidelines set out in **Appendix 3** must be observed.

5. If the Inspection Body breaches its obligations and a claim is made against the IAPA for this reason by a third party arising from or in connection with an inspection carried out by an inspector and/or the issuing of a label, inspection tag and/or a certificate, the Inspection Body must immediately indemnify the IAPA against any claim.

Section 4

Audit

1. The **principal inspector** of the Inspection Body must complete a one to two-day audit at the IAPA, during which they must demonstrate their ability to carry out regularly recurring inspections and modification inspections of rope courses in accordance with EN 15567-1 by theoretical and/or practical means.
2. All **IAPA inspectors** carrying out inspections for an inspection body must complete a one to two-day audit at the IAPA, during which they must demonstrate their ability to carry out regularly recurring inspections and modification inspections of rope courses in accordance with EN 15567-1 by theoretical and/or practical means.

3. The IAPA is entitled to verify whether the Inspection Body is fulfilling its obligations as set out in section 2 and section 3 by carrying out subsequent audits and sending questions to be answered in writing.
4. Should the IAPA ascertain that the requirements of section 2 and/or section 3 are not being sufficiently met, it will inform the Inspection Body in writing. The Inspection Body undertakes to rectify any deficiencies within a period to be set at the IAPA's reasonable discretion and to inform the IAPA thereof in due time.
5. Should the Inspection Body fail to fulfil the requirements of sections 1 and 2 and the grace period to be set at the IAPA's reasonable discretion also expires, the IAPA is entitled to withdraw the Inspection Body's right to issue labels, inspection tags and certificates with immediate effect. Section 5 para 4 shall remain unaffected.

Section 5

Term and termination

1. This agreement shall come into effect upon signature of both parties and remain valid for a period of **two years**.
2. This agreement can be terminated with a notice of **three months** to the end of the calendar year.
3. The right to extraordinary termination shall remain unaffected.
4. Notice of termination must be in writing to be effective.

Section 6

Confidentiality

Both parties are obliged to treat the contents of this contract as well as everything they learn on the basis of or in connection with this contract as confidential. The obligations set out above do not apply to facts which are public or generally known and to third parties who are bound to professional confidentiality.

Section 7

Final provisions

1. Amendments or additions to this contract (including this section 7 para 1) must be made in writing, unless more stringent requirements are prescribed by law.
2. All appendices are part of this contract.

3. Claims arising from this contract may only be assigned with the prior written consent of the other party.
4. Unless otherwise expressly provided in the contract, neither party shall be entitled (i) to set off any rights or claims of the other party under this contract against any rights or claims of its own or (ii) to refuse to perform any obligation under this contract on the ground that it has a right of retention, unless the rights or claims of the party asserting a right of set-off or retention have been recognised in writing by the other party or have been upheld by a court of competent jurisdiction or court of arbitration.
5. This contract is subject to the laws of the Federal Republic of Germany with the exclusion of private international law and the UN Convention on Contracts for the International Sale of Goods. The sole place of jurisdiction – to the extent permitted by law – for all disputes arising from or in connection with this contract or its effectiveness is the registered office of the IAPA.
6. Should any provision of this contract or any future amendment be held to be wholly or partially void or unenforceable or subsequently lose its validity or enforceability, the validity of the remaining provisions of this contract shall be unaffected thereby. The same applies should it transpire that the contract contains a loophole. In place of the invalid or unenforceable provision or in order to close a loophole, an appropriate provision shall apply which, as far as legally possible, comes as close as possible to what the parties intended or would have intended within the meaning and purpose of the contract, had they considered the point when concluding this contract or when subsequently including the provision.

_____, _____

_____, _____

IAPA

Legally binding signature of the inspection body

APPENDICES

Appendix 1 to Section 2 paragraph - AUTHORISATION REQUIREMENTS, QUALIFICATIONS AND CONTINUED PROFESSIONAL DEVELOPMENT

According to the IAPA, as of November 2022:

IAPA-registered INSPECTION BODY

- IAPA registration of the inspection body
- IAPA registration of the inspectors working for the inspection body
- Business/professional liability insurance at an amount in line with standard local levels, covering personal injury and property damage and at least 100,000 EUR for a recurring inspection or at least 250,000 EUR for an initial or modification inspection for financial losses.
- IAPA membership of the legal entity as a registered inspection body
- Quality assurance agreement "IAPA-registered inspection body for carrying out IAPA inspections"
- Appointment of a principal inspector, who attends a one to two-day audit carried out by the INSPECTION IAPA department
- Predefined quality assurance agreement between the IAPA-registered inspection body and the registered IAPA inspectors carrying out inspections on its behalf

Personal qualifications required of the PRINCIPAL INSPECTOR working for the inspection body

- First aid certificate (currently valid)
- At least 18 years of age
- Construction, operational or industry-specific inspection experience of at least 600 hours
- PPE expertise
- Expertise in inspecting load-bearing equipment
- Training in rope handling, e.g. PPE users, rope access, rope climbing
- Wire rope expertise (at least two days)
- Participation in a one to two-day audit carried out by the INSPECTION IAPA department
- Obligation to attend continued professional development 1x every two years on specific subjects

Personal qualifications required of the IAPA-registered INSPECTORS working for the inspection body

- First aid certificate (currently valid)
- At least 18 years of age
- Construction, operational or industry-specific inspection experience of at least 600

hours

- PPE expertise
- Expertise in inspecting load-bearing equipment
- Training in rope handling, e.g. PPE users, rope access, rope climbing
- Wire rope expertise (at least two days)
- Participation in a one to two-day audit carried out by the INSPECTION IAPA department
- Obligation to attend continued professional development 1x every two years on specific subjects

Appendix 2 to section 2 point 1 - CONTINUED PROFESSIONAL DEVELOPMENT

- The IAPA-registered inspector working for the inspection body undertakes to participate in an IAPA inspector update at least every 24 months.
- For carrying out inspections on wooden poles, the IAPA inspector undertakes to provide IAPA with evidence of their qualification to inspect poles.

Appendix 3 to section 3 point 1 and 4 - INSPECTION GUIDELINES

- All elements of the ropes course were inspected by the IAPA-registered inspector at a height to ensure they were working correctly and were safe for use.
- All the manufacturer's maintenance instructions were carried out.
- Current hazard or safety information relating to the components in the facility was taken into account.
- Plastic-coated steel ropes in critical applications were inspected in accordance with EN 15567-1: 2015, 4.2.4.
- Wire rope terminations and wire ropes in critical applications were fully inspected.
- A check was carried out to verify that the following documents were present
 - "Inspection before maintenance" report
 - Last regularly recurring inspection report
 - Operational inspection records
 - Current arboreal assessment report
 - Current PPE inspection report
 - Current inspection records of components which were not inspected by the inspector/inspection body (fall arresters etc.)
 - Maintenance instructions according to the instruction manual (user manual)
 - Current site plan with the elements identified

- The documents listed here must be requested.
- Any documents that are not present amount to a defect. It is the IAPA-registered inspector's responsibility to assess the severity of the defect.
- The content of the documents must be inspected depending on the situation.
- In this document, the term "instruction manual" has been used instead of the term "user manual" which is used in the standard, as this is more accurate.
- The arboreal assessment report must be checked to ensure that it is present and up to date.
- The arboreal assessment report must be inspected for any indication that individual trees are not being approved for use.
It is not the inspection body's responsibility to assess the content of the current arboreal assessment report (mentioned in the standard under 4.1.7. g) arboreal report).

The IAPA endorses the SISKA's opinion and distances itself from requirement 7.1.4. g) in EN 15567-1:2015, because it cannot be fulfilled and is in contradiction with point 4.3.3.3.1.3. See EN 15567-2:2015 clause 10.5 for information on validity.

Appendix 4 to section 3 point 2 and 3 - SSKA RECOMMENDATION

The guidelines on drawing up a report are based on the current standards and recommendations of the SSKA (Sicherheitskreis Seilkletteranlagen e.V.).

1. Cover sheet

- Inspection report
- Regularly recurring inspection
- EN 15567
- IAPA logo (the logos of other associations and/or your own logo can also be added)
- Inspection body (name/address)
- Name of the inspected facility

2. General information

The general information contains all the information necessary for the inspection contract.

- Client (name/address) and addressee, if applicable
- Subject matter of the contract and any exclusions
The subject matter includes everything which should be inspected, e.g. facility (circuit, elements,...), documents (e.g. risk assessment), processes (part 2 of the standard)
- Normative bases
- Inspection date(s) and place(s)
- Inspector's name
- Report number
- Operator (name/address)
- Facility (name/address)
- Constructor
- Year of construction
- Expansions (year/constructor/which elements or circuits)

3. Defects are divided into the following categories

Generally, it is not within the inspection body's remit to take decisions about technical solutions. The inspection body may instruct the client to include a defect in the risk assessment. A risk assessment must specify what kind of action must be undertaken to mitigate the risk.

There are various ways for a client to deal with defects. For example, organisational measures (increasing the supervision level, shutting down the element/circuit) or

construction measures (slowing down the flying fox, attaching padding) may be necessary.

- Significant defect (must be rectified before next use)
- Minor defect (must be rectified within a given period (e.g. time, number of users))
- Safety instructions (must be observed, e.g. must be included in an internal hazard analysis)

These are all indications that may not result in an immediate defect, but that the inspector believes may become one.

Example 1: Abrasion of steel ropes. There are different actions that may be taken to deal with this, e.g. being particularly observant during the daily or operational inspection, protecting, rebuilding...

Example 2: Trees growing into or over structural elements, preventing or making it difficult to carry out future visual checks.

4. Inspection result

- The facility was inspected in line with the requirements of EN 15567-1:2015 + A1:2020 point 7.1.4.
 - This wording must be used.
 - As a general rule, the most recent version of the standard must be used. Should the facility have been constructed earlier, the inspector shall decide whether an earlier version should be used for any points that differ.
- Significant defects must be rectified before next use. Minor defects must be rectified in line with the guidelines. Safety instructions must be observed.
- Place, date of the inspection report
- Name and signature of the inspector
- In EN 15567, point 7.1.5. lit. F) states: "Any defect found must be rectified to the satisfaction of the inspection body before the ropes course is used".

The IAPA notes that the obligation to carry out a regularly recurring inspection is generally completed when the inspection report is handed over to the client. This is why the IAPA rejects the above requirement of EN 15567, unless rectifying defects or following up on the rectification of defects has been agreed in the contract. The inspection body is free to decide how to follow up on the rectification of defects. For example, conditions may be attached to issuing a certificate or label. In addition, for example, the client may be asked to provide documentation with suitable media (pictures, video) or facilitate an additional inspection on site.

5. Other

In accordance with EN 15567:2015, this inspection report should not be duplicated except as a whole.

The standard stipulates that this sentence must be used.