







**MEDIA** 



MARINE/OFF SHORE



**EDUCATION SECTOR** 



**EXPLORATION** 



**OUTDOOR ACTIVITY** 





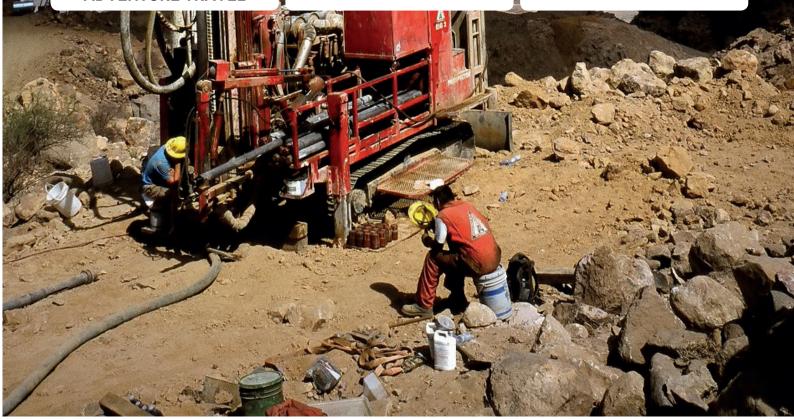
**ADVENTURE TRAVEL** 



NGO/AID



**SEARCH AND RESCUE** 







### **Course Overview for interested potential Delegates.**

Terms and Conditions of Booking apply.

Royal Geographical Society Certified Off Site Safety Management Course 27/28 June 2024

Venue: Plas y Brenin, The National Outdoor Centre, Capel Curig, Snowdonia.

Time: Arrive at 08.45 for an 09.00 start each day. Official course end time each day is 18.00.

Anticipated finish at 17.30 – 18.00 on each day.

Cost: £250.00 per delegate.

Extra time is built in to take into account that all groups are different and to allow delegates to raise questions and explore the answers together.

Lunch and Coffee\* breaks to take place at natural breaks during the course with lunch around 12.30 for 45 minutes – an hour (depending on student collective preferences). Tea and Coffee are included in the price.

Lunch is not provided. The Bar at PYB does excellent food. We encourage delegates to bring their own lunch. We aim to be as inclusive as possible and cater for all options.

Accommodation is not provided. Bed and Breakfast is available at the course venue: Plas y Brenin. Accommodation bookings should be made direct with PYB and your contract for accommodation will be with them. We have no involvement in accommodation bookings.







What to bring with you: Lunch and refreshments. Yourself, a notepad and several pens/pencils, a sense of humour and an enquiring mind! No recording devices permitted. Chatham House Rules apply throughout the course and afterwards to allow students and the tutor to raise questions, issues and interact in a forum where comments will not be attributed to them afterwards.

Dress: Casual, comfortable - there are no physical activities.

#### Overview:

The course is intensive, case study rich, delivered lecture style with small group sessions and is limited to 16 attendees to meet the certification criteria.

The Off-Site Safety Management course (OSSM) is a two-day, foundation level course certificated by the Royal Geographical Society\*\* and is considered to be THE foundation level Risk and Safety management course for those undertaking expeditions and fieldwork. It was designed in response to concerns about safety in off-site activities. It addresses the content of legislation in this area and provides an opportunity for attendees to explore the application of the legislation and Risk Management in practical situations. The course also heavily influenced the design of British Standard 8848: the standard for overseas expeditions and fieldwork.

The OSSM course will be appropriate for those working in a range of different situations where they are responsible for taking anyone from young children on a school trip through to those leading adults (or running their own) expeditions and fieldwork around the globe. The themes and concepts are universally applicable to any off-site visit or activity. It aims to equip attendees with the ability to apply knowledge, understanding and problem-solving skills in a range of contexts. The course delivered for R2Ri is tailored to expedition/adventure/exploration activities albeit that the course will cover all aspects of off site visits.

The course is not a Risk Assessment competency qualification in itself although risk assessment is covered in the course in some detail. It is a wide ranging and intensive course designed at making you aware of necessary requirements and identify further steps you may wish to take to fill knowledge or skill gaps. We have a one day, Risk Assessment module (only for those that have done the OSSM course with us within a year). Dates are shown on the course dates page. The one day classroom attendance then requires post course study and submission of a post course risk assessment and report to management within three weeks of the classroom day.

The instructor of the OSSM course, Matthew Davies FRGS, approaches the course from a perspective of "If you are going to be responsible for someone's safety, check them out as you would your own child" and so the course begins with considering the issues running simple trips for young people, developing the safety and group management themes building up to outdoor, adventurous and expeditionary activities, complete with numerous case studies from the sector.







Given the expertise of the lecturer, there will be plenty of opportunity to ask questions and for group discussion.

The course is taught *lecture style* with small group break out and discussion sessions, case studies worked on in groups then discussed as a class and plenty of opportunity for questions.

#### The instructor:

Matthew Davies is a Fellow of the Royal Geographical Society and has been an instructor for the course since 2007/8, when the course was a level 3 course (with a 3-hour exam!) certified by OCR. Matthew has delivered the course to a wide range of organisations and individuals, ranging from expeditioners, teachers, field teams, University Students, survival instructors, outdoor activity and adventure travel instructors, through to Search and Rescue teams.

Matthew was also one of the authors of BS:8848, has been an expert lecturer to members of ABTA, the British Mountaineering Council, Mountain Training Association and leading expedition and adventure organisations. He has trained teams (both in the UK and overseas – from Asia to North America) for operations in most environments, has prepared teams for and led desert (vehicle dependent) and Arctic circle (foot) expeditions as well as undertaking jungle expeditions, has lectured at the RGS including on preparation for desert expeditions and has worked as a specialist remote area safety lecturer, trainer, advanced first aid instructor.

Matthew has experience of advising, representing (in legal proceedings) and assisting well known organisations in the outdoor activity and adventure travel sector in the aftermath of major incidents. Many case studies will be discussed during the course.

Matthew's detailed profile can be found on our website.

#### Origins of the OSSM course

The Off-Site Safety Management course was originally developed in partnership with the British Association of Advisers and Lecturers in Physical Education and the College of St Mark and St John by OCR. The management and administration of the Off-Site Safety Management course was passed to the Royal Geographical Society with IBG in 2008.\*\*

#### The Course:

#### Aims

• To develop knowledge and understanding of off-site safety management procedures and the ability to apply this to a range of different contexts.







- To develop ability to plan, manage and evaluate off-site activities in order to ensure the safety of the participants.
- To develop skills that are relevant to the workplace and which can be adapted to meet different circumstances
- To encourage further study and promote the value of continuing professional development.

#### **Course Content**

#### **Structure of the Course**

The Off-Site Safety Management course is designed to assist the delegates to develop sufficient knowledge and understanding manage groups going off-site safely.

The content is divided into three sections each representing a vital stage in managing an off-site activity/event. Increasingly complex scenarios will be considered and addressed via case studies, videos and workshops throughout the course to address the themes of the course.

The three sections are:

#### Planning for the event

This section addresses those aspects of planning which must be completed before the group departs in order to ensure the safe management of the activity. It includes assessing the needs of the group, arranging the necessary staffing and undertaking risk assessments.

### Managing the event

This section addresses the key management requirements relating to group safety during an activity including appropriate actions and procedures required.

when dealing with both minor and major incidents and contingencies. The course will include real life case studies relevant to the client's sector of operation. The course will also include minor and major incident response at a practical level in the field and what should be in place at home base to assist. Research has shown that those who undergo mock incident scenarios perform better when real life situations arise.







#### **Evaluating the event**

This section addresses the essential review of the whole event that must be carried out to effectively improve future planning and practice.

#### **Assessment Pattern and Certification**

The course is not currently assessed but delegates who successfully complete the course will be issued with a certificate by the Royal Geographical Society.

The three sections are:

#### **Timings**

09.00 – approximately 18.00 each day with coffee breaks and a lunch break each day.

The course is delivered in a fairly laid-back style with opportunities for questions and group discussion throughout.

Mandatory contact time of 16 hours is necessary for the course to be certificated. Full attendance is needed throughout the course to receive a certificate.

#### **Notes:**

Delegates are responsible for providing their own food and refreshments.

- \*Drinks and food to be provided by the delegates at their own cost. These are not provided as part of the course cost.
- \*\* Data Protection. As an absolute pre-requisite for attending the course, delegates will need to consent to their names and contact details being provided to the Royal Geographical Society for the course certificates to be processed and for us to hold your information for certification processing.

Delegates must also provide a completed feedback form to receive a certificate.

There is currently no expiry date on the certification.

Notes are provided by way of post course electronic downloads.

Certificates will be sent after the event and will be posted out by us to you within 7 days of being received from the awarding body.







#### **Next Steps:**

Read the booking pack in its entirety including the booking terms and conditions, complete the booking form. No need to print out the whole document. The booking page can be completed electronically by saving it to your desktop, completing it, saving it then it can be emailed to us on info@R2Rinternational.com. Only submit a booking form if you agree to be bound by our terms and conditions, which include cancellation charges.

We will then consider your booking form and will issue an invoice to successful applicants. Once we have issued our invoice to you, a contract will be in place.

The Remote Area Risk International globe logo and R2Ri logos are Registered Trade Marks owned by Remote Area Risk International and may not be copied or reproduced.

Remote Area Risk International is a trading name of Remote Risk International Limited, a Limited Company registered in England and Wales with Company Number 10468816.

Registered office: Remote Risk International Limited trading as Remote Area Risk International c/o Wainwrights Accountants, faversham House, Wirral International Business Park, old Hall Road, Bromborough, UK, CH62 3NX Terms and Conditions apply to all of our services.



#### **Terms and Conditions of Business**

Your Contract is with Remote Risk International Limited trading as Remote Area International (R2Ri), a Company registered with Company Number 10468816 whose Registered Office is: C/o Wainwright's Accountants, Faversham House, Wirral International Business park, Old Hall Road, Bromborough, Wirral, CH62 3NX.

Terms and Conditions: 04.09.23.

The following definitions apply:

**Acceptance**: a contract is only formed when an offer has been made by the Client, to purchase training services from the Supplier and the Supplier issues a confirmatory invoice. No contract exists until the confirmatory invoice is issued and sent to the Client by the Supplier.

**Agreement**: the offer and Acceptance of the Training Services as comprised in the Client Letter and these Terms and Conditions.

**Booking**: submission of completed Form(s) or written training request by the Client to the Supplier together with the Deposit (if indicated as being necessary by the Supplier in advance of a confirmation invoice being issued). A Booking shall not be deemed effective and a contract will not be formed until the Client is sent a confirmatory Invoice by the Supplier.

**Booking Form**: the booking form enclosed with the Booking Pack which details the particular training Services the Client wishes to book.

**Business Day**: a day (other than a Saturday, Sunday or public holiday) when the banks in London are open for business.

**Charges**: the charges payable by the Client for the supply of the Training Services as indicated on the Booking Form.

**Client**: the person and or company who purchases the Training Services from the Supplier.

**Client Letter**: the contents of the web page and course booking pack from the Supplier.

**Conditions**: these Terms and Conditions.

**Delegate**: the person attending a course, whether this person is also the Client or is a person nominated by the Client.

**Deposit**: a percentage of the Charges required by the Supplier from the Client in order to secure a Booking and as detailed in the Client Letter. A deposit is only payable in advance if specified by the Supplier.

**Form(s)**: the Booking Form together with any other form(s) that the Client is required to complete and return in order to make a Booking as detailed in the Client Letter.

**Intellectual Property Rights**: all patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or getup, rights in goodwill or to sue for passing off, unfair competition rights, moral rights, rights in confidential information (including know-how and trade secrets).

**Invoice**: the invoice sent to the Client by the Supplier upon receiving a Booking and which requires the Client to pay the balance of the Charges (Charges less any Deposit).

**Privacy and Data Policy:** a document that can be found on our website <a href="https://www.R2Rinternational.com">www.R2Rinternational.com</a> explaining our approach to data we collect from you in respect of the Training Services you are applying to undertake with us pursuant to this contract. This complies with the EU General Data Protection Regulation.

**Specification**: the description of specification of the Training Services as may be communicated in a course brochure/booking pack.

**Supplier**: Remote Risk International Limited, Company number: 10468816, trading as Remote Area Risk International and R2Ri.

**Training Materials**: any materials provided by the Supplier pursuant to the provision of the Training Services.

**Training Services**: the provision of the training course or courses by the Supplier together with the supply of any Training Materials, administrative support, or certification services implicit in supplying such courses.

#### 1. BASIS OF AGREEMENT

- 1. Once a Booking Form is received from the Client, the contents of the Client Letter and the Booking form, together with these Conditions constitutes an offer by the Client to the Supplier for the Supplier to provide the Training Services and shall be agreed and accepted only when the Supplier issues a confirmatory invoice and sends it to the Client. It is a Condition Precedent of this agreement that the Booking Form must be completed fully and must be 100% accurate.
- 2. This agreement shall constitute the entire agreement between the parties to the exclusion of any previous understanding, pre-contractual statement, or custom.

#### 2. SUPPLY OF THE TRAINING SERVICES

- 2.1. The Supplier shall supply the Training Services to the Client using all reasonable endeavours to meet the requirements of the Specification.
- 2.2. The Supplier shall have the right to make any changes to the Training Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Training Services.
- 2.3. The Supplier warrants to the Client that the Training Services will be provided using reasonable care and skill.
- 2.4. The Supplier may change any of the lectures forming part of the Training Services and lecturers/trainers as the Supplier sees fit.

#### 3. DELEGATES

- 3.1. Delegates are advised that the activities included within our courses can be strenuous. In First Aid and Medical courses, this can include outdoor related activities in inclement weather and lifting, bending and carrying weights over some distance. Delegates warrant that they are physically fit enough to attend the course to undertake these activities. If in doubt, they should seek an opinion of their Doctor. Delegates must not undertake and activities that would cause them injury and should understand that they should refrain from undertaking any activity that they feel uncomfortable with.
- 3.2. Delegates shall conduct themselves properly and act reasonably throughout the provision of the Training Services including following instructions from the Supplier's training staff. The Supplier may exclude a Delegate from attending the Training Services, where, in the opinion of the Supplier's staff (whose decision shall be final) the Delegate is behaving unreasonably or their conduct is unacceptable or their conduct or presence is impacting negatively on the learning experience or safety of other Delegates.
- 3.3. No refund will be payable where a Delegate is removed from the Training Services pursuant to clause 3.2.
- 3.4. Delegates wanting to obtain a Unique Learner Number (ULN) (a 10-digit reference number used alongside and to access the Personal Learning Record (PLR) of anyone over the age of 13 involved in UK education or training) should contact us at least 14 days before the Training Services/Course commences. You will be automatically opting out of obtaining a ULN if you do not contact us. If you do wish to obtain a ULN to use your PLR, we will charge an additional fee of £30.00 per candidate for obtaining this for you.
- 3.5. For delegates wanting to obtain a ULN, the following Privacy Notice Applies: 'The information you supply will be used by the Skills Funding Agency, an Executive Agency of the Department for Business, Innovation and Skills, to issue you with a Unique Learner Number (ULN), and to create your Personal Learning Record. For more information about how your information is processed and shared refer to the Extended Privacy Notice available on Gov.UK.'
- 3.6. Delegates should view our website <a href="www.R2Rinternational.com">www.R2Rinternational.com</a> including the Policies page, so that they are aware of our relevant Policies, including, not limited to, our Equality, Diversity, Appeals, Reasonable Adjustments, Complaints and Privacy and Data Policy.

#### 4. CHARGES AND PAYMENT

- 4.1. The Charges for the Training Services are as set out in the pre contractual booking pack or, if none, the correspondence sent by the Supplier to the Client.
- 4.2. Any deposit stipulated as being payable in advance must be paid immediately upon receipt of a confirmatory Invoice from the Supplier.
- 4.3. The balance of the Charges as detailed in the Invoice is payable no less than 14 days from receipt of the invoice from the Supplier.
- 4.4. Where the Client fails to comply with clause 4.3 above, the Supplier reserves the right, at its absolute discretion, to treat such a failure as cancellation and forfeit the Deposit.
- 4.5. The Client shall inform the Supplier immediately if no Invoice has been received within 10 business days of making a Booking.

#### 5. CANCELLATION AND AMENDMENTS

5.1. If the Client cancels the Training Services, the sums in the table below shall be due.

Notice Given Prior to Course Start Date	Sum Due
90 business days or more	No charge
60 business days or less	50% of total Training Services fee
30 business days or less	100% of total Training Services fee

5.2. The Supplier also reserves the right to charge for non-recoverable costs including, but not limited to accommodation and travel costs where applicable in addition to the above cancellation charges.

- 5.3. A suitable substitute Delegate may be provided at not costs where the Supplier is informed of this fact at least two Business Days prior to the start of the course and meets all the necessary requirements to participate in the course.
- 5.4. A Client wishing to transfer a Booking to a different course date must provide written notice of this no less than 30 business days prior to the start of the course. The Supplier will then use all reasonable endeavours to accommodate such a transfer but cannot guarantee that the alternative date(s) requested will be available.
- 5.5. The Supplier reserves the right, at its absolute discretion, to treat any transfer request not compliant with the notice requirements of clause 5.4 as a cancellation of the original booking.
- 5.6. Notification of any cancellation or transfer must be made in accordance with clause 11.2 below.
- 5.7. The Supplier reserves the right to:
  - 5.7.1. Amend the location at which the course is to be conducted where notice of such a change is given at least 3 Business Days before the course start date and the new location is within 60 miles of the original location; and/or,
  - 5.7.2. Amend the course date or offer a place on a different course where notice of such a change is given in writing at least 10 Business Days before the original course start date;

without in any way incurring any liability for any loss, damages or costs incurred by the Client, a Delegate, or any third party.

5.8. Clause 5.7.2 does not affect the Client's right to a refund.

# 6. INTELLECTUAL PROPERTY RIGHTS AND ATTENDANCE ON COURSES BY TRAINERS FROM OTHER ORGANISATIONS, OR PROSPECTIVE TRAINERS.

- 6.1. All Training Materials as may be issued prior, during, or subsequent to the Training Services remain the property of the Supplier and cannot be used, transmitted or copied without its prior permission.
- 6.2. The Client permits the Supplier to use its name and organisational logo and where the Client is an individual, the name of their/its employer, in advertising and testimonials.

- 6.3. The Client permits the Supplier to take photographic and video images of the Client and Delegates during the delivery of Training Services and permits the Supplier to use those images for promotional purposes.
- 6.4. The Client and delegates permit the Supplier to use any written feedback or testimonials for marketing purposes including permitting editing where necessary so long as the editing does not make the testimonial misleading.
- 6.5. The Client will not and the Delegates will not take any photographs, capture or record images of course materials or videos during the course or subsequently. The intellectual property in any such photographs or images will belong to the Supplier.
- 6.6. For Clients who are medical or risk management trainers or deliver such training or training support for other organisations, it is a Condition Precedent of this Agreement that by submitting a booking form that the Client Warrants, represents and agrees, that, unless working on behalf of the Supplier:
  - 6.6.1. The Client is not attending the course with the intent to deliver the same qualification either themselves or support another organisation in doing so and that they are not aware that any organisation they work with or for is intending to run the course that is the subject matter of this agreement, ; and/or,
  - 6.6.2. The Client will not seek or solicit, by themselves or by way of others or allow others to seek to or solicit, the Supplier's Faculty members, to support the delivery of, provide information for or deliver training and/or support delivery of training for themselves or others and will not seek to or deliver, run or support medical or risk management training at the same venue (Plas y Brenin)for a minimum of 4 years from the date of delivery of the Training Services; and/or,
  - 6.6.3. The Client will not, for a minimum of 4 years from the date of this agreement, seek to qualify to run or deliver the same qualification/ certification that forms the subject matter of the booking and for the same time period, will not support others in doing so or seeking to do so; and/or,
  - 6.6.4. The Client agrees to notify the Supplier immediately any breach occurs and agrees that the sum of £50,000.00 will be paid by the Client to the supplier immediately upon any breach.
  - 6.6.5. The Client agrees to indemnify the Supplier against any losses arising from a breach of clause 6.6 of this Agreement including, but not limited to, loss of profits, legal costs and enforcement costs arising fron any breach; and/or,

#### 7. DATA PROTECTION

- 7.1. The Client is directed to our Privacy and Data Protection Policy which can be viewed on our <a href="www.R2Rinternational.com">website</a> www.R2Rinternational.com and is incorporated into this contract by reference. Any data provided under this contract is subject to our Privacy and Data Protection Policy.
- 7.2. The Client consents to the Supplier holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data relating to the Client's physical or mental health or condition, provided by the Client at our request, in order to determine suitability for and to allow us to make reasonable adjustments to support the Client to undergo Training Services with us and;
- 7.3. The Client consents to the Supplier making such information, excluding sensitive personal data, available to any of its subsidiaries, holding companies from time to time and any subsidiary of any holding Company from time to time ("the Group") and to any advisers, regulatory authorities, governmental or quasi governmental organisations and potential purchasers of the Client or the Group or any part of its business.
- 7.4. The Client consents to the Supplier and the Group retaining such data as is sufficient to allow them to contact the Client from time to time to offer such goods and services as may reasonably be of interest to the Client and such contact not being unreasonable in its occurrence and nature. This clause 7.3 does not remove the right of the Client to inform the Supplier or the Group at any time that it does not wish its data to be used in this way, such notice to be provided to the Supplier in writing.

- 7.5. The Client consents to the transfer of such business information to the Supplier's and any of the Group's business contacts outside the European Economic Area in order to further their business interests. This includes, but is not limited to, transmission of data to the USA.
- 7.6. For the purposes of this clause 7, "Client" shall also be read as "Delegate" and is shall be the responsibility of the Client where he or it is not also the Delegate to gain the consent of the Delegate to this clause 7 or otherwise inform the Supplier in writing that such consent is not forthcoming.

# 8. LIMITATION OF LIABILITY: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 8.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for:
  - 8.1.1.death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 8.1.2.fraud or fraudulent misrepresentation; or
  - 8.1.3.breach of the terms implied by section 2 of the Supply of Goods and Training Services Act 1982 (title and quiet possession).
- 8.2. Subject to clause 8.1:
  - 8.2.1.the Supplier shall under no circumstances whatever be liable to the Client, Delegate or any third party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or any indirect or consequential loss, including but not limited to travel costs, accommodation, staff costs and loss of profit or productivity arising under or in connection with the contract; and
  - 8.2.2.the Supplier's total liability to the Client, Delegate, or any third party in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of the course cost.
- 8.3. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

- 8.4. The Supplier has no liability to the Client, Delegate or third party arising from poor, or failing internet connection.
- 8.5 This clause 8 shall survive termination of the Agreement.

#### 9. TERMINATION

- 9.1. Without limiting its other rights or remedies, each party may terminate the Agreement with immediate effect by giving written notice to the other party if:
  - 9.1.1.the other party commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing of the breach;
  - 9.1.2.the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due;
  - 9.1.3.the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 9.2. Without Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Agreement on the due date for payment.
- 9.3. Without limiting its other rights or remedies, each party shall have the right to terminate the Agreement by giving the other party 30 days' written notice.
- 9.4. Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Training Services under the Agreement or any other Agreement between the Client and the Supplier if the Client fails to pay any amount due under this Agreement on the due date for payment.

#### 10. CONSEQUENCES OF TERMINATION

On termination of the Agreement for any reason:

- 10.1.the Client shall return any Training Materials issues which have not been fully paid for;
- 10.2.the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of

any breach of the Agreement which existed at or before the date of termination or expiry; and

10.3.clauses which expressly or by implication have effect after the termination shall continue in full force and effect.

#### 11. GENERAL

11.1.Assignment and subcontracting: The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.

#### 11.2. Notices:

- 11.2.1. Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business or residential address.
- 11.2.2.In calculating the applicable number of Business Days for any notice given under any provision of clause 5 above, such days shall commence with the next Business Day after the day upon which notice was delivered or sent in accordance with clause 11.2.1 above and run until the Business Day before the day upon which the Training Services was due to have started, inclusive.

#### 11.3. Force Majeure:

- 11.3.1.For the purposes of this Agreement, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, IT failure, internet or wifi connection problems, transport failure,
- lock-outs or other industrial disputes
  (whether involving the workforce of the Supplier or any other party), failure of a
  utility service or transport network, act of God, war, riot, civil commotion,
  malicious damage, compliance with any law or governmental order, rule,
  regulation or direction, accident, breakdown of plant or machinery, fire, flood,
  storm, epidemic, illness, Covid19, closure of venues by venue providers or
  default of suppliers or subcontractors.
- 11.3.2. The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure event.

- 11.3.3.If the Force Majeure event prevents the Supplier from providing any of the Training Services for more than 12 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Agreement immediately by giving written notice to the Customer.
- 11.4. No partnership: Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 11.5. Third parties: A person who is not a party to the Agreement shall not have any rights under or in connection with it.
- 11.6. Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Agreement, shall only be binding when agreed in writing and signed by the Supplier.

#### 11.7. Waiver:

- 11.7.1.A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 11.7.2.Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

#### 11.8.Severance:

- 11.8.1.If a court or any other competent authority finds that any provision of the Agreement (or party of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 11.8.2.If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

#### 12. GOVERNING LAW AND JURISDICTION

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

# **BOOKING FORM**



I would like to apply for a place on the following course

Dates		
Venue		
Name		
DOB	Address	
Phone		
Mobile	Postcode	
Email		
Allergies		
Phobias		
Medical issues / medications / injuries that may impact you whilst on the course		
Occupation		
Do you deliver first aid, medical or risk management training?		
Name of the organisation(s) for whom you deliver training		
Reason for interest in the course		
Previous related experience		
Next of Kin - NAME & CONTACT INFO (who will be available during the course)		

I have read, understood and agree to the Terms & Conditions.

I consent to and authorise R2Ri to hold my personal data including sensitive personal data and to use it to process my course application and post course contact and certification. I consent to and autorise R2Ri to share such of my details with any third party necessary to secure certification for the training I have applied to attend.

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