

EDUCATION, IMPLEMENTATION AND SUPPORT FOR REMOTE AREA SAFETY AND DUTY OF CARE PRACTICES GLOBALLY



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Course Overview for interested potential Delegates. Terms and Conditions of Booking apply.

Polar Serpent: 17 April 2022.

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

Time: Arrive at 08.45 for an 09.00 start .

Cost: £150.00

Our 2022 Jungle Serpent Course is a Jungle emphasis medical and risk management course, led by Medics and Operational specialists with significant experience in Jungle environments. Faculty scheduled to teach the course include an expedition Doctor with Jungle experience and a Jungle Warfare and Survival expert, trained and experienced following a full career in the Royal Marines

The 1 day Jungle Serpent course is intended to act as an environment specific day, to complement previous wilderness medical training with us. It is intended that the day covers key medical and risk issues relating to the environment in question.

Delegates will have an opportunity to ask questions from those who have lived, worked and expedition in Jungle environments.

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, food is not.

Food is not provided. The Bar at PyB does excellent food and there are shops and cafés within a short drive from the venue. We aim to be as inclusive as possible and cater for all options.

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





What to bring with you: Lunch, 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: Outdoor kit that you would wear to operate in a remote area. Be aware that there will be fake blood and moulage used so please bring clothes that you don't mind getting fake blood on. The weather in Snowdonia can be wet and cold - so full waterproofs and warm clothing including hats and gloves. Walking boots/sensible footwear for operating on uneven terrain, head torch, spare head torch, spare batteries, a flask, plastic mug, wash kit, personal meds, evening clothes, wash kit, towel, day pack. Please bring a climbing helmet if you have one.



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.

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.

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SAFETY FIRST

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: 12.03.21.

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 letter or booking pack from the Supplier in response to a Client enquiry which sets out the offer related to the Agreement.

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 <u>www.R2Rinternational.com</u> 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. The contents of the Client Letter 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.
- 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 <u>www.R2Rinternational.com</u> 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 Booking Form or pre contractual booking pack or 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

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 subsequantly. The intellectual property in any such photographs or images will belong to the Supplier.

7. DATA PROTECTION

- 7.1. The Client is directed to our Privacy and Data Protection Policy which can be viewed on our website <u>www.R2Rinternational.com</u> 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.
- 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:

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I CONSENT TO AND AUTHORISE R2RI TO RETAIN MY DATA FOR THE PURPOSES OF SENDING ME MARKETING MATERIAL, SPECIAL OFFERS AND DISCOUNTS IN FUTURE.

PLEASE SEND THIS COURSE APPLICATION FORM BY EMAIL TO INFO@R2RINTERNATIONAL.COM



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