

# Course Participation Terms and Conditions

## Definitions

- i. "Nautilus Group" shall mean Nautilus Ltd. and RPS Group Inc., its subcontractors, its and their affiliates and its and their respective directors, officers and employees (including agency personnel) but shall not include the participant
- ii. "Affiliate" shall mean any subsidiary or parent or holding company of Nautilus Group
- iii. "Participant" shall mean such person who is not employed by Nautilus Group or its affiliates and is attending the course or class pursuant to this agreement
- iv. "Course" shall mean any course, workshop or training event run by Nautilus Group
  - a. "EU Course" shall mean any course run by Nautilus Ltd. in the EU
  - b. "AAP Course" shall mean any course run by Nautilus Ltd. in the AAP (Asia, Australia, Pacific)
  - c. "US Course" shall mean any course run by RPS Group Inc. in the US

## 1. Personal Information

The personal information disclosed in this Open Access Course Participation Agreement will be used by Nautilus Group for the purposes of administering the Course and contacting you in connection with the Course and other courses that Nautilus Group may offer from time to time. Nautilus Group will not disclose your personal information to any third party unless authorized by you or required by applicable law. By accepting these terms and conditions, you consent to the collection, use and disclosure of your personal information by Nautilus Group.

## 2. Payment

For classroom courses, fees are inclusive of tuition, all course materials and daily refreshments during course hours but exclusive of any travel and accommodation costs. In the case of field course bookings, the fee covers tuition, course materials, infield accommodation, subsistence and infield travel. A non-refundable registration fee (depending on region of class delivery) of GBP150.00 (for EU and AAP Courses) and USD200.00 (US Course) is included in the course fee.

### a. Payment Type

Payment can be made by invoice or by payment card.

- i. Course fees are payable in:
  - EU and AAP Courses – GBP Sterling (£)
  - US Course - US Dollars (\$)

### b. Payment Terms

Bookings remain provisional until payment has been received in full. For invoiced bookings payment is due upon receipt of the invoice and payable in the specified currency and payment term. If a booking request is submitted less than 30 calendar days prior to course commencement, then payment is due immediately.

### c. Taxes

All payments due under the contract shall be made without setoff, withholding or counterclaim, in the currency stated above, to the bank account specified in the invoice. All course fees are exclusive of any sales tax, value added tax (VAT) or other applicable sales or withholding tax and will be added if applicable at the prevailing rate at the time of invoice or checkout.

### d. Member Company

If an NTA Member Company participant books and pays for attendance on a course in error and requests a refund of fees, then a non-refundable transaction fee of GBP150.00 (for EU and AAP Courses) and USD200.00 (US Course) maybe payable.

## 3. Cancellation Policy

Cancellation is possible up to 30 calendar days prior to course commencement. A full refund, minus the non-refundable registration fee, will be provided. Refunds will not be given if cancelling 30 calendar days or less prior to course commencement. Any participant booked on an Open Access course may be substituted for another participant from the same company at any time prior to the course commencement date, subject to written confirmation from both individual/booking company and Nautilus Group and if payment has been received in full; subject to the terms of this agreement.

In the event where a course has to be cancelled due to reasons beyond our control, participants will be given the option of transferring to another available course or receive a full refund.

## 4. Waiver of Limited Liability

By registering on a Nautilus Group course, you agree:

- i. To carefully identify, review and consider the risks of travel to any destination(s) that you partake in as part of the Nautilus Group training offerings, including reading the most relevant travel advice available and taking advice through your own country of nationality consulate relevant to the destination(s).
- ii. That you are voluntarily participating in the travel to the destination(s). You acknowledge that your participation in this travel may expose you to significant risks, including but not limited to terrorism, war, serious bodily injury or death, property damage, and other risks that may not be foreseeable. You understand that Nautilus Group is not responsible for your safety and you assume full responsibility for all risks associated with your travel to/from and during attendance on the course
- iii. That you will/have procured suitable and appropriate travel and medical insurance cover for the purpose of attendance on the registered class/course.
- iv. The Nautilus Group 'IIF1' form shall be completed when supplied and supporting copies of the certificates of declared cover made available to Nautilus Group to view prior to the commencement of the class/course on request. Failure to procure such insurance may preclude your attendance on the class/course and any fees paid may not be refunded.
- v. You (the participant) release, waive, discharge and covenant not to sue Nautilus Group, its trustees, directors, agents or employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or any relating to any loss, damage or injury, including death, that may be sustained by you, or to any property belonging to you, while travelling to/in the destination(s) as above. You voluntarily assume full responsibility for any risks of loss, damage or injury, including death, that may be sustained by you, or to any property belonging to you, while travelling to/in the destination(s) as above.
- vi. The Nautilus Group is hereby released from any liability from any cause whatsoever, including negligence, and will not be responsible for any damages whatsoever that arise from or are related to the Course.
- vii. Except for any liability that cannot be lawfully limited under the relevant law and jurisdiction governing this contract, Nautilus Group total aggregate liability arising out of or in connection with the contract shall be the total price of the contract.
- viii. Each party shall indemnify the other party from their own Consequential Loss arising from or in connection to the performance of this contract. For the purposes of this contract Consequential Loss shall include loss of profits, loss of business, or depletion of goodwill and/or similar losses; or loss of anticipated savings; loss of goods; loss of contract; loss of use; loss of or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damage, charges or expenses.

**5. Fit for Work (Physical Fitness)**

By registering for this course, you are confirming you are satisfied with the level of physical demand required to participate having read the Nautilus 'Physical Demand Requirements' (<https://www.nautilusworld.com/FieldWorkSafety/PhysicalDemand?category=home>) and agree that you/your employing company are responsible for ensuring your physical ability to attend.

**6. Ownership and Confidentiality**

This Course and the materials provided during the Course contain copyrighted, trademarked, proprietary and/or confidential information and materials. All information, materials and content provided as part of the Course are provided on the understanding that the contents of the Course will not be disclosed to any other party without the prior written consent of Nautilus Group. You acknowledge and agree that Nautilus Group or its third party provider own all intellectual property rights in all Course materials. Any equipment provided by Nautilus Group for the use of any participant on any course shall be returned to Nautilus Group immediately upon completion of the course. In the event that such participant does not return the equipment or returns the equipment in a damaged condition then Nautilus Group reserves the right to charge to the participant or its employing company; who shall pay the costs of replacement or repair (as is applicable) of such equipment. The participant or its employing company shall not (save as required by law) at any time disclose to any person (other than those of its Affiliates and its and their directors, employees whose province is to know the same) and shall use all reasonable endeavors to prevent the publication or disclosure of any confidential information concerning the subject matter except for any information which is already in the public domain or which comes lawfully into the public domain otherwise than by disclosure by the participant or their employing company or which is or becomes known to the participant or employing company otherwise than pursuant to its duties hereunder.

**7. Trade Restrictions**

Certain trade restrictions are in place against Cuba, Iran, North Korea, Russia, Sudan and Syria that may impact the type of training that nationals of those countries are able to attend. I confirm there are no applicable trade restrictions (e.g., economic sanctions, export controls) that restrict or prohibit my ability to participate in RPS training. If trade restrictions do apply then please contact RPS to complete your registration.

**8. Force Majeure**

Neither party shall be liable for delay in performing or failure to perform obligations if the delay or failure results from a Force Majeure Event. Such delay or failure shall not constitute a breach of these terms and the time for performance shall be extended by a period equivalent to that during which performance was prevented, however, this provision shall not apply to any obligation to make payments of money when due.

For this purpose a "Force Majeure Event" shall mean any of the following:

- i. acts of God
- ii. outbreak of hostilities, riot, civil disturbance, acts of terrorism, blockade
- iii. the act of a government or authority (including refusal or revocation of any license or consent
- iv. quarantine, epidemic
- v. fire, explosion, flood, fog or bad weather
- vi. power failure, failure of telecommunication lines, failure or breakdown of plant, machinery, computers or vehicles.
- vii. strike, lockout or industrial action at national level
- viii. any cause or circumstance whatsoever beyond either party's reasonable control

**9. No Warranty**

While Nautilus Group strives to ensure that the content of its courses is accurate in all material respects, it makes no representations about the suitability, accuracy or reliability of the information or other content provided in the Course and disclaims any implied or express warranties with respect to the Course or its materials.

**10. Jurisdiction**

Unless otherwise specified, this Open Access Course Participation Agreement constitutes the entire agreement between the parties. These terms shall be governed by and construed in accordance with the laws of in the following jurisdictions:

- i. EU Course and AAP Course the terms of attendance shall be governed by and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the Courts of England and Wales
- ii. US Course the terms of attendance shall be governed by and construed in accordance with the laws of the State of Texas

**11. Contracts (Rights of Third Parties) Act 1999**

For those that fall under the jurisdiction of Clause 9.i, except as specifically provided in the contract, the provision of this contract are for the exclusive benefit of the parties hereto and no other person or entity shall be a third party beneficiary or have any rights by virtue of this contract and the Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

**12. Entire Agreement**

This Contract constitutes the entire agreement between the parties with respect to the matters set out herein. No promise, agreement, representation or modification to the Contract shall be of any force or effect between the parties, unless set forth or provided for in the Contract or in written amendment hereto duly signed by both parties.

**I wish to participate in the Course detailed below and acknowledge that I have read, understood and agree with the above terms of participation and that Nautilus Group is agreeing to allow me to participate in the Course in reliance on this acknowledgment.**