

The Ripper Aviation Academy Course Agreement

Thank you for choosing The Ripper Aviation Academy (TRAA), a division of Surf Life Saving Queensland (SLSQ), to complete your RPAS course. We will be with you every step of the way through your learning journey, and trust you will find your experience with us to be enjoyable and rewarding. Please carefully read each term and condition, as course enrolment constitutes acceptance of this Agreement, which means that you and TRAA are legally required to fulfil the terms and conditions in the Agreement, including payment of the course fees after the cooling-off period. If any information in the Agreement is incorrect, or should you require any further information or clarification, please contact our offices on 07 3846 8199. Please do not enrol in the course until all information is correct and you understand the terms and conditions of the Agreement.

TERMS & CONDITIONS

This agreement is between SLSQ trading as TRAA ABN 27 360 485 381 and you (**Client**), for your participation in your nominated RPAS training course. Any reference to "The Ripper Aviation Academy," "Ripper," "we," "our," "us," or similar words, includes the TRAA business, its subsidiaries, controlling entities, directors, officers, employers, employees, associates, contractors, successors, and assigns. Any reference to "Client," "you," "your," or similar words, includes you, your business/company, your associates, successors, and assigns. You agree to abide by all terms as outlined in this Agreement as a condition of your participation in the course.

Enrolling in a TRAA training course can be done by:

1. Completing the online enrolment process at <https://www.ripperacademy.com/casa-courses>; or by
2. Contacting our sales team: (07)3846 8199.

1. Services and Procedure

- 1.1. TRAA will deliver the training course as described.
- 1.2. Once the Client has paid in full for the course, they will be emailed login details to access all necessary online training materials to complete their course.
- 1.3. The Client will receive fair and equitable treatment in all aspects of training and assessment activities.
- 1.4. TRAA reserves the right to alter trainers or course content at any time without notice.
- 1.5. The Client grants TRAA permission to contact them directly on an as-needs basis.

2. Trainer-Client Relationship

- 2.1. TRAA and the Client agree to engage fully in the training experience.
- 2.2. To enhance training outcomes the Client will:
 - 2.2.1. Access and read all relevant course and training information.
 - 2.2.2. Turn up on-time to practical training, unless there are extenuating circumstances, and complete all the course trainings and activities.
 - 2.2.3. Ensure all assessments are your own work and effort.
 - 2.2.4. Follow all suggested and mandatory safety guidelines as instructed by the Trainer, as these are either required either by law or through best practice recommendations and common sense.
 - 2.2.5. Raise any concerns regarding the delivery of the training program and your ability to learn with TRAA or your Trainer.
 - 2.2.6. Advise TRAA during your enrolment if you have any specific needs or require any special adaptive equipment or support for the training course.
 - 2.2.7. Treat TRAA and all other participants with respect and without discrimination, regardless of religious, cultural, racial and gender differences, sexual orientation, marital status, age, disability, or socio-economic status.
- 2.3. To enhance training outcomes TRAA will:
 - 2.3.1. Apply current best knowledge and training practices. Make every effort to ensure correctness of course material.

- 2.3.2. Provide a safe and professional environment to promote learning and proficiency. Treat Client with respect and without discrimination, regardless of religious, cultural, racial and gender differences, sexual orientation, marital status, age, disability, or socio-economic status.
- 2.3.3. Listen to the Client's concerns and cater for Client's specific needs, where reasonably possible.
- 2.3.4. Seek feedback from the Client, and review training program to improve course.
- 2.3.5. Undertake continual professional development to improve training skills.

3. Disclaimer

- 3.1. The course is provided "as is" without warranty or condition of any kind. TRAA disclaims all warranties and conditions, including any express or implied conditions, or statutory warranties, in respect to the course.
- 3.2. The Client acknowledges every effort has been made to accurately represent the course. Any case studies, examples, or testimonials are provided by way of example only and do not comprise any form of guarantee regarding the effectiveness of the course, other than those specifically stated herein. TRAA makes no guarantee or warranty that the course will meet the Client's requirements.
- 3.3. The Client acknowledges that, as with any assessment, there is no guarantee the Client will pass and become certified as a result of participation in the course. As such, the Client agrees that TRAA is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of the course.
- 3.4. The Client accepts and agrees there is inherent risk with the practical course component, and that they are responsible for following all safety instructions and using common sense. TRAA will not be responsible for any health and safety issues, injuries or adverse consequences, or similar, arising from the Client's behaviour and actions.
- 3.5. The Client accepts responsibility to determine if the course qualifications and/or certifications are appropriate for their intended use, any qualifications and/or certifications necessary to use or deliver RPAS services outside of the course, and to ensure their ongoing competency relative to RPAS use. TRAA expressly excludes any and all liability for any loss that you may incur or sustain that in any way relates to or arises out of the course or your use of or reliance on it.
- 3.6. The Client understands that a relationship does not exist between TRAA and the Client after the conclusion of this course, and that for the Parties to continue their relationship, a separate Agreement will be entered into.

4. Intellectual Property

- 4.1. The Client understands, acknowledges, and agrees that all materials and all intellectual property in all materials presented or provided during this course remain the sole property of TRAA.
- 4.2. The Client is free to use, interact with, display, and print the course material provided the material is only used exclusively by the Client as part of their participation in the course.
- 4.3. The Client will not copy, record, reproduce, duplicate, sell, trade, resell or exploit any portion of the course (including course materials) electronically or otherwise, for any commercial or business purposes.
- 4.4. The Client understands that any material printed and used in any environment other than solely for the purposes of 'the training course' itself may be non-compliant and becomes immediately uncontrolled. The Client accepts that any action, inaction or liability arising from unauthorised use of training materials lies solely with the Client.
- 4.5. The Client agrees not to share, copy, distribute, or otherwise disseminate any portion of the course (including course materials) electronically or otherwise. Any redistribution of any portion of the course material is strictly prohibited and constitutes a violation of copyright laws. You may not otherwise reproduce any of the course material, including modification, transmission, presentation, distribution, republication, or other exploitation of the course in any form, whether in whole or in part, without prior written permission from TRAA.

- 4.6. The Client acknowledges that TRAA may video, photograph or otherwise record this course and you irrevocably authorise TRAA to use any image, likeness or recording in any manner it chooses (including but not limited to the TRAA website, print material, and social media accounts) without reference or payment to you. TRAA will make every effort to communicate with you during the course around photography and other digital media and understands any request for privacy will be wholly respected.

5. Confidentiality

- 5.1. TRAA will keep any confidential information of the Client in strictest confidence and shall use its best efforts to safeguard the Client's confidential information and to protect it against disclosure, misuse, espionage, loss, and theft. TRAA respects the Client's privacy and will not disclose any information pertaining to the Client without the client's consent, except as outlined in clauses 4.6, 5.2 and 5.3.
- 5.2. The Client acknowledges TRAA is required to disclose personal information to the Civil Aviation Safety Authority (**CASA**) for registration of your certification.
- 5.3. Confidential Information does not include information that:
 - 5.3.1. Was in TRAA possession prior to it being furnished by the Client.
 - 5.3.2. Is generally known to the public or in the Client's industry.
 - 5.3.3. Is independently developed by TRAA without use of or reference to the Client's confidential information.
 - 5.3.4. TRAA is required by statute, lawfully issued subpoena, or by court order to disclose.
 - 5.3.5. Is disclosed to TRAA and as a result of such disclosure TRAA reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others.
 - 5.3.6. Involves illegal activity.
- 5.4. TRAA insists the Client respects TRAA's privacy, and as such considers this a mutual non-disclosure agreement. The Client will not use any confidential information and not to violate TRAA's publicity or privacy rights.

6. Technology

- 6.1. TRAA shall not be liable for any losses or damages whatsoever arising out of, or in connection with, any websites, course hosting platforms, or any other technology used in the delivery of the course, or in the event course content is unavailable or unusable for any reason whatsoever. The Client agrees that they have the necessary internet connection and other technology in order to participate fully in the course.
- 6.2. The Client acknowledges and accepts the unavoidable risk that any communication to or from TRAA's websites, course hosting platforms, or any other technology may be intercepted, used, or interrupted by third parties. TRAA makes no guarantee that these online spaces are free from unauthorised material, unauthorised software, inaccuracies, errors, and/or omissions.
- 6.3. Any login information used for the course are for the Client's individual use only. The Client is responsible for the security of their login information (if any), and is responsible for all activities that occur under their user ID and password. The Client agrees to notify TRAA immediately of any unauthorised use of their account or any other breach of security. The Client further agrees that TRAA will not be responsible or liable for any unauthorised use of the Client's profile, or for any losses or damages arising from the Client's failure to comply with these provisions. TRAA is entitled to monitor passwords and user IDs and, at its discretion, require the Client to change passwords.
- 6.4. TRAA agrees to protect all personal information collected from the Client for the purpose of providing the course in accordance with applicable privacy legislation in the State of Queensland, Australia, and if applicable, the jurisdiction of the Client. The Client agrees to the collection and use of their personal information by TRAA for the purpose of delivering and administering the course.

7. Payment Terms

- 7.1. Cooling-Off Period: A twenty-four (24) hour cooling off period applies, after which the training agreement is a legally binding agreement between you and TRAA. If you decide your enrolment was not the right decision, you must notify TRAA in writing regarding your intent to cancel during the

cooling-off period to receive a full refund of any monies paid and you must not have started any of the training modules or assessments prior to that decision..

- 7.2. Payment of course fees must be completed within seven (7) days of enrolment, or a payment plan entered into. Where the course commencement is within a period of less than seven (7) days, payment must be completed at time of enrolment.
- 7.3. Failure to complete payment within seven (7) days of enrolment will result in cancellation of your enrolment. The Client is encouraged to request assistance should issues arise in completing payment within the specified time.
- 7.4. Rates are in Australian dollars. Payments are to be made by electronic funds transfer (EFT).
- 7.5. All online credit card transactions performed on the TRAA website are secured payments.

8. Rescheduling Workshop Policy

- 8.1. TRAA reserves the right to change or alter the practical training location more than twenty-four (24) hours in advance of course commencement. If the new course location is more than 150km away from the original location, you may request a refund for the practical component of the course.
- 8.2. TRAA reserves the right to change or alter the practical training sessions due to unforeseen or unexpected circumstances, including, but not limited to: weather, airspaces, safety, technology failure, global pandemic, or lockdowns.
- 8.3. TRAA reserves the right to cancel practical training sessions due to low attendee numbers more than twenty-four (24) hours in advance of course commencement.
- 8.4. Any course cancellation by TRAA will result in a rescheduling of the course. Should TRAA reschedule the practical training, and the Client is unable to attend the new practical training dates, TRAA will make good on the Client's enrolment, and find another course to both parties' mutual agreement. During such events, TRAA will remove any transfer fees. Should no mutual agreement be reached, the Client is eligible for a full refund of course fees.
- 8.5. If the Client has travelled to attend a scheduled course that has been cancelled or rescheduled, TRAA is not responsible for covering any travel, accommodation, or similar incurred costs.

9. Cancellation, Refund, and Fees

- 9.1. The Client warrants they have reviewed this course for its appropriateness to their circumstances and that all components of the course are fit for their purposes.
- 9.2. 25% of your course fees are a non-refundable administration fee, including in the event of a transfer.
- 9.3. Due to limited course availability, cancellation or transfer of your enrolment within seven (7) days of course commencement will incur a 50% fee of your course cost. No refund is available for cancellation of your enrolment within twenty-four (48) hours of course commencement.
- 9.4. Failure by the Client to attend or participate in any part of the course does not entitle you to a refund or transfer.
- 9.5. Failure by the client to attend or participate in the theory component of the course does not entitle you to a refund or transfer.
- 9.6. Failure of a course theory component will incur a \$250 administration fee for rebooking.
- 9.7. Failure of a course practical component will incur a \$500 administration fee for rebooking.
- 9.8. Failure to attend a practical course booking 2 times will result in 50% forfeiture of all monies paid for that course.
- 9.9. Failure to attend a practical course booking 3 times will result in 100% forfeiture of all monies paid and cancellation of all related courses.
- 9.10. The Client can request a refund, transfer, or training deferment if cancellation is due to extenuating circumstances. This is subject to the approval of TRAA.
- 9.11. TRAA reserves the right to engage an external debt collection agency in the event of cancellation of the course, or seek legal action towards recovering the owing course amount.
- 9.12. If TRAA is unable to deliver any portion of the course as agreed, then a refund for that portion only of the course will be made to the Client.

10. Survival of Clauses

Clauses 4, 5, 11, 12, and 13 are essential terms of this Agreement and survive the termination of the Agreement for any reason. Intellectual Property, Confidentiality, Limitation of Liability, Indemnity, and Dispute Resolution and Non-Defamation all continue indefinitely after this contract has ended.

11. Limitation of Liability

- 11.1. Except as expressly identified in this Agreement, TRAA makes no guarantees, or representations of any kind, express or implied with respect to the services agreed upon and rendered.
- 11.2. The Client agrees TRAA is and shall not be liable for any damages of any kind resulting or arising from the provision of the services including, without limitation; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of TRAA's services or enrolment in the course, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if TRAA knew of or ought to have known of the possibility of such damages.
- 11.3. The Client agrees that they use TRAA's services at their own risk and the Client will take complete responsibility of their results. The Client releases TRAA and its officers, employees, directors, partners, and related entities from all responsibility or liability of any losses, claims, or demands that may directly or indirectly arise as a result of the Client using TRAA's services, for any purpose, to the fullest extent permissible by law.
- 11.4. The Client agrees that participation in the course, including all activities, accommodation, and travel associated with the course, is entirely voluntary. The Client accepts all risk of injury and/or damage, foreseeable or unforeseeable, arising from participation.
- 11.5. In the event of illness or accident during a course, and where an emergency contact or next of kin cannot be contacted, the Client authorises TRAA to seek ambulance, medical or surgical treatment at the Client's cost.
- 11.6. TRAA's entire liability under this Agreement, for all causes of action of any kind, shall be limited to the amount actually paid by the Client to TRAA under this Agreement.
- 11.7. All claims against the Company must be lodged within 100 days of the date of the cause of action arising or otherwise the right of action is forfeited.

12. Indemnity

The Client agrees to indemnify, defend and hold harmless TRAA from and against any claims, losses, judgments, damages, costs, and expenses (including without limitation, reasonable legal fees) incurred due to or resulting from the Client's use of the course or otherwise relating to this Agreement (including any breach by the Client thereof). The Client will also indemnify, defend and hold harmless TRAA from and against any claims brought by third parties arising out of the Client's use of the course or its content.

13. Dispute Resolution and Non-Defamation

- 13.1. If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and TRAA will attempt to mediate in good faith for up to 30 days after notice given. If the dispute is not resolved, and in the event of legal action, the prevailing Party shall be entitled to recover costs from the other Party.
- 13.2. TRAA and the Client will refrain from either directly or indirectly making any defamatory comments or remarks (in writing or orally), of any type or nature whatsoever to anyone about the other Party during or subsequent to the Agreement period.
- 13.3. TRAA and the Client will not disparage each other, and will not publicly or privately engage in any conduct or communications which might reasonably be expected to interfere with the other Party's business and/or personal interests.

14. Entire Agreement

This document constitutes the entire agreement between TRAA and the Client, and reflects a complete understanding of the parties in relation to any course in which you are enrolled. This Agreement supersedes all prior representations made by TRAA, whether express or implied, arrangements, agreements, undertakings,

understandings, communications, or advertising relating to our services. All implied terms except those implied by statute and which cannot be expressly excluded are excluded. The Agreement may not be amended, altered, or supplemented except in writing, signed by both TRAA and the Client.

15. Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of the State of Queensland, Australia.

16. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. Waiver

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. Binding Effect

Course enrolment constitutes acceptance of this Agreement. This Agreement shall be legally binding upon the Parties and their permissible assigns.

19. Posted online

TRAA reserves the right to change, modify, add, or remove portions of these Terms and Conditions at any time and at our sole discretion. TRAA recommends that you check these Terms and Conditions regularly prior to engaging our services to ensure you are aware of any changes [INSERT LINK]. TRAA will endeavour to highlight any significant or substantive changes to you where possible, and the 'last modified' prompt at the top of these Terms and Conditions indicates when they were last amended. Regardless, it is your responsibility to keep yourself informed of any changes.