



Bull Precision Expeditions Ltd DofE Expedition Booking Terms and Conditions

These booking terms and conditions are relevant to DofE Expeditions where deposits are made on or after 1 November 2013.

1. Interpretation

1.1 The following expressions have the following meanings unless the context otherwise requires:

- “Agreement” means the agreement made between the Client and BPE in connection with the delivery of DofE Expeditions and associated training, planning and preparation.
- “Awarding Body” refers to relevant organisations such as Mountain Leader Training England and the Adventures Activities Licensing Authority.
- “Client” means the Group, Organisation or School. For BPE DofE Open Expeditions, the Client is the Participant.
- “Code of Conduct” means the set of rules and guidelines that the Participant shall abide by whilst on the Expedition.
- “Commencement Date” means the date the completed and signed Group Booking Form is received by BPE and signed by us to acknowledge receipt.
- “DofE” means the Duke of Edinburgh’s Award (Registered Charity Number: 1072490).
- “DofE Expedition Programme” means the organisation of training, planning workshops and expeditions that meet the 20 expedition conditions as set out by the DofE and that comply with the Operating Authority approval and safety requirements.
- “DofE Expedition Network” refers to the organisation managed by DofE who look after a particular area where expeditions take place. A list of the Expedition Networks is available on the DofE website.
- “Fees” means the fees due to BPE for the DofE Expedition Programme.
- “Group” refers to all the Participants on the DofE Expedition Programme.
- “Group Booking Form” refers to the form issued by BPE to the Client that details the elements of the DofE Expedition Programme that will be delivered, the dates when these will take place, the number of participants and teams and the finance statement.
- “Group Equipment” refers to the BPE equipment loaned out for use by Groups whilst on their DofE Expedition or training. This includes, but is not limited to, tents, stoves, fuel safety bottles, maps, map cases and compasses.
- “Incident Form” refers to the form completed by a BPE Leader in the event of an incident, injury or near-miss occurring. These are logged and reviewed in accordance with industry standards under the terms of our AALA agreement, and input into our Risk Assessments.



- “Joining Instructions” Participant Information issued for each BPE-led event with details of Start & Finish locations, dates and times and equipment required.
- “Leadership Information” Information Sheet issued to BPE Leaders and Client detailing the staff who will be attending, contact numbers and details of the training or expedition locations.
- “Operating Authority” means a Licensed Organisation which holds the license to deliver DofE programmes in a specified geographic area, for example a local authority.
- “Participants” refers to the Students registered on the DofE Expedition Programme. All Participants must be registered on the DofE through their Licensed Organisation at the time of booking.
- “Participant Application Form” refers to the forms completed by Participants who apply to take part on the DofE Expedition, and their medical details. These forms must be signed by a parent or guardian with legal responsibility if the Participant is under the age of 18 at the time of booking.
- “Personnel” means the persons employed or engaged by BPE in organising and/or conducting DofE Expeditions for the Client.
- “Proposal” refers to the DofE Expedition Proposal issued by BPE to the Client prior to the booking.
- “Register” refers to the table of Participants taking part on the DofE Expedition Programme, and will include their Training Records, key medical and contact information, and any information relating to their DofE Expedition.
- “Risk Assessment” refers to the careful examination of any hazards associated with the DofE Expedition Programme, and what precautions and procedures should be taken to reduce that risk and protect all parties from harm.
- “Team” refers to the individual DofE expedition team. Team must be between 4 and 7 Participants (maximum of 8 for canoeing).
- “Term” means the period from the Commencement Date to the completion of the DofE Qualifying Expedition and issue of Assessors Reports for the Participants registered.
- “We”, “Our”, “Us” refers to Bull Precision Expeditions Ltd.
- 1.2 Any reference to a statute shall include any statutory extension or modification or re-enactment of such statute and any other instrument plan, regulation, permission or direction made or issued there-under or delivering validity there-from.
- 1.3 Wording importing the singular meaning shall include the plural meaning and vice versa.



2. Booking, Acceptance of Authority and Informed Consent

- 2.1 We will provide the Client with a written Proposal which will provide clear details of the DofE Expedition programme, what is included and what is excluded from the Programme, and the price for that work. The price of the DofE Expedition in the Proposal is correct at the time of booking and covers that which is set out in the Proposal. We will also issue a Group Booking Form, detailing the numbers in the Group, the dates of the DofE Expedition Programme, and the financial statement.
- 2.2 The Client must complete and sign the BPE DofE Group Booking Form prior to the commencement of any DofE work. By completing the Group Booking Form, the Client is agreeing to the booking terms and conditions contained herein.
- 2.3 This Agreement shall commence on the Commencement Date and (subject to the provisions for earlier termination in Clause 7) shall last for the Term.
- 2.4 During the Term, BPE shall provide the services set out in the Agreement in return for payment of the Fees by the Client.
- 2.5 Each Participant must complete the BPE Application and Medical Consent Form. For Participants under the age of 18 as at the date the form is completed, the form must also be signed by a Parent or Guardian with legal responsibility for the care of that Participant. By signing the form, all parties are agreeing to these terms and conditions.
- 2.6 If the Participant has ever had any medical condition or disability, the Client must inform us so that we can advise as to the suitability of the Expedition, health and safety considerations and what, if any, reasonable adjustments are required to be made. We reserve the right to decline a Participant booking if, in its belief, such a medical problem or disability is likely to endanger the Participant's health and safety and/or the health and safety of anyone else participating in the Expedition. In this situation the terms of paragraph 8.2 will apply.
- 2.7 Whilst we provide a comprehensive risk management system, the Participant accepts and fully understands the adventurous nature of DofE Expeditions, and that there may be hazards encountered on DofE Expeditions.
- 2.8 Information provided to BPE must be complete and accurate, provided within the stated timelines and given to us in writing. Failure to disclose any information that is required may result in BPE terminating the agreement and withdrawing the Participant from the DofE Expedition in accordance with paragraph 8.2.
- 2.9 Any changes to the information provided (whether the Group Booking Form or the Participant Application & Medical Consent Form) must be notified to BPE in writing as soon as reasonably practicable.
- 2.10 BPE will maintain a Register, which will list the details of all Participants taking part, along with information required for the safe delivery of the DofE Expedition. This data will be shared with the BPE Leaders and only used for the purposes required for the supervision of the Participants whilst on the DofE Expedition Programme. Only Participants who are listed on the Register will be eligible to take part on the DofE Expeditions.
- 2.11 All Equipment provided by BPE for the use by the Group will be handled by the Participants in the appropriate manner for its intended use. Where any Group Equipment is lost, not returned,



returned incomplete or damaged resulting from misuse, then BPE reserve the right to charge the Client the full replacement cost (at RRP) of those items plus a £10 Administration Fee.

- 2.12 If we feel that a Participant or team requires additional practice expedition(s) to reach the required standard for safety, then this will be advised at the time to the Client. Any additional training or practice expeditions are not included in the Fees and may be subject to additional cost. Alternatively, the Client would need to accept responsibility for any additional training or practice expeditions required prior to the commencement of the qualifying expedition.

3. Obligations of BPE

3.1 BPE agrees:

- 3.1.1 to conduct and organise DofE expeditions with the highest level of skill, care and diligence and in a good and workmanlike manner;
- 3.1.2 to handle expedition-related issues, including dealing with accidents and emergencies, monitoring teams' progress, and camp site management;
- 3.1.3 to ensure that a declaration for completion by activity providers & tour operators is completed;
- 3.1.4 to comply with the requirements relating to risk assessments;
- 3.1.5 to comply with the requirements for minimum numbers and qualifications of first aiders;
- 3.1.6 to ensure compliance with all relevant and applicable statutory requirements;
- 3.1.7 to ensure that all of the Personnel are appropriately dressed, qualified and experienced to undertake their tasks and are provided with the necessary and appropriate training to perform the Provisions;
- 3.1.8 to provide written confirmation:
 - i. that an enhanced DBS check has been carried out for each of its staff providing the services under this Agreement before commencement of the DofE Expeditions which is dated no more than three months' before the date of this Agreement; and
 - ii. whether the DBS certificate included details of any convictions or additional information which may impact on the suitability of any of the Personnel to work with children.
- 3.1.9 to ensure that all Personnel have signed and dated copies of BPE's safeguarding policy as well as attended safeguarding or child protection training provided by BPE from time to time, and provide details and copies of the same to the Client within 7 days of any such request;
- 3.1.10 that should it become aware of anything in relation to the suitability of any of its Personnel to work with children to give full details of the circumstances to the Client;
- 3.1.11 to comply with and to ensure that the Personnel comply with:



- i. all relevant legislation and statutory requirements (including but not limited to the Health & Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999);
 - ii. all regulations, codes of practice, guidance notes and other requirements, including but not limited to the DofE; and
 - iii. any reasonable instructions and guidelines issued by the Client from time to time.
- 3.1.12 to provide to the Client, within 14 working days of any request, copies of any information as the Client may require, including but not limited to audit records and/or information relating to BPE's quality of operations, environmental and health and safety procedures and systems;
- 3.1.13 to ensure that it and its Personnel are responsible for the security of their own personal belongings that are brought into the Client and on DofE Expeditions.
- 3.2 BPE shall plan and operate the DofE Expedition Programme in accordance with the conditions laid out by the DofE and BPE warrants that in doing so it will work to a high professional standard.
- 3.3 BPE will complete and send all forms required by DofE to notify the appropriate DofE Expedition Networks of expeditions taking place in their areas, within the timescales as set by DofE.
- 3.4 BPE will comply with the local Operating Authority procedures for the completion of forms to approve the DofE Expeditions within the timescale set.
- 3.5 All DofE leaders appointed will have qualifications of an appropriate Awarding Body and relevant experience to carry out the DofE Expeditions.
- 3.6 BPE will conduct and provide all relevant risk assessments in accordance with its own policies and procedures and in accordance with any such Awarding Body or organisation.
- 3.7 BPE will provide the Client access to all information reasonably required by the Client, including any information required by the Client to comply with any statutory requirements.
- 3.8 Whilst the DofE Expedition is in progress, all major decisions shall be made by BPE (or the DofE Leaders on behalf of BPE), provided always that the Client or its representatives are consulted in advance of any such decisions being made. Any incident or injury sustained requiring medical attention will be recorded on an Incident Form and logged by BPE. All day-to-day management decisions of the DofE Expedition will be made by the BPE Leaders.
- 3.9 BPE will issue Joining Instructions to the Client for distribution to all Participants, at least 2 weeks prior to each BPE-led event (training, workshops or expeditions).
- 3.10 BPE will issue Leadership Information to the Client at least 2 weeks prior to each BPE-led event (training, workshops or expeditions) along with any additional supporting paperwork (e.g. routecards and route plans)
- 4. Obligations of the Client**
- 4.1 The Client agrees:



- 4.1.1 to be responsible for the payment of all Fees due to BPE under this Agreement.
 - 4.1.2 to pay invoices within 30 days of receipt.
 - 4.1.3 to promptly pass on information required by Participants supplied by BPE to the Client, including Joining Instructions issued by BPE.
 - 4.1.4 to notify BPE of any information of which it is aware which may affect the suitability or availability of any Participant to take part in the DofE Expedition.
 - 4.1.5 to be overall responsible for the transport arrangements of Participants to the Start and Finish locations of DofE training and expeditions.
 - 4.1.6 to provide members of staff in a Pastoral role throughout the DofE Expedition, including being present on the camp site, where there are Participants aged 16 or under. There must be a member of Client staff at each separate Start and Finish location, in order to be able to liaise with parents dropping off or picking up Participants. There must also be a minimum of 1 Client staff on each camp site used. The ratio of Client staff on the DofE Expedition should be in accordance with their Licensed Authority requirements.
 - 4.1.7 to conduct specific risk assessments on pastoral issues where applicable.
 - 4.1.8 to provide on-call support during expeditions, if no member of Client staff is present on the DofE Expedition (for groups where Participants are all aged over 16).
- 4.2 During the DofE Expeditions, the role of attending Client staff will include, but not limited to:
- 4.2.1 Assisting with manning checkpoints during the expedition as agreed with BPE leaders;
 - 4.2.2 Ensuring Participants maintain a standard of behaviour at all times that is acceptable, in keeping with the ethos and spirit of the DofE and abiding by any rules and expectations requested by the camp sites;
 - 4.2.3 Managing and co-ordinating with parents for any changes to pick-up and drop-off times or locations, especially with regards to withdrawal of Participants from a DofE Expedition, if appropriate;
 - 4.2.4 Provide transport and accompany any Participants requiring hospital attention in the event of an accident, as deemed required by the BPE Leaders;

5. Liability

BPE is liable for and shall indemnify and keep the Client fully indemnified on demand from and against each and every legally enforceable action, proceeding, liability, loss, damage, cost, claim, fine, expense and/or demand suffered or incurred by the Client which arise from or in connection with or pursuant to any act or omission of or the performance of BPE's obligations under this Agreement, including without limitation those arising out of third party demand, claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non compliance with this Agreement by BPE or its employees, servants, representatives or agents.

BPE is not under any liability whatsoever in respect of loss or damage to personal property, not caused by the negligence or default of BPE.



6. Medical Conditions, Risk and Insurance

- 6.1 BPE shall at its own cost maintain in force with insurers of repute such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under this Agreement. As a minimum these shall include, but not be limited to:
- 6.1.1 Employers' liability insurance for a minimum of £10 million pounds per claim; and
 - 6.1.2 Public liability insurance (including product liability) for a minimum of £5 million pounds for each occurrence.
- 6.2 BPE shall provide copies of all insurance policies and renewals within 14 working days of any request by the Client.
- 6.3 DofE Expeditions are physically and mentally challenging by their very nature. It is the sole responsibility of each Participant to ensure that they are in good mental and physical health and physically fit enough to embark on their DofE Expedition.
- 6.4 Participants must declare any significant condition they have ever had to BPE so that risks that exist as a result of the condition may be mitigated.
- 6.5 If any known medical conditions are not declared then BPE reserve the right to withdraw the Participant from the Expedition Programme and the provisions of paragraph 8.2 apply.
- 6.6 If the Participant contracts or develops a medical condition or suffers an injury during the Term, within 7 days the Participant must declare the condition or injury to BPE so that any risks that exist as a result of the condition or injury can be mitigated.
- 6.7 In order to assess the risks to a Participant and the Team as a result of a medical condition, BPE reserves the right to seek information and advice from the Participant's GP together with independent medical advice. Where there is a charge for information from a Participant's GP, this will be at their expense.
- 6.8 Participants have a duty of care to the rest of the Team and must act accordingly and in line with local and UK law, school and Local Authority policies, and the Code of Conduct. Team members must act so as not to prejudice the good order, discipline or safety of the DofE Expedition and refrain from any conduct that may give offence, cause damage to any person or property or detract from the enjoyment of the Team. If BPE deems that the behaviour of a Participant is likely to contravene any of the above terms, it may at its sole discretion withdraw the Participant from the Expedition and the Participant shall be responsible for all costs associated with such withdrawal.

7. Cancellation, Withdrawal and Termination

- 7.1 BPE may cancel a DofE Expedition for reasons of safety in its absolute discretion or for other matters of serious concern beyond its control which may occur up to and including the date of the DofE Expedition. The following are examples which may lead to cancellation; Act of God, war, terrorism, invasion, civil war, revolution, riot, disorder, civil disturbance and human and animal movement restrictions, regulations or other refusals to grant licences by governmental or local authority, fire, flood and outbreak of disease and imposition of quarantine.
- 7.2 In the event that BPE cancel a DofE Expedition under Clause 7.1 it will either:



- 7.2.1 Offer a substitute date; or
- 7.2.2 Refund to the Client the sums paid under this Agreement.
- 7.3 The Client may cancel any or all elements of a DofE Expedition, by providing written notice to BPE. In the event of cancellation of any element of the expedition programme by the Client with less than 28 days' notice received by BPE, we reserve the right to charge the Client the full cost due for the relevant section of the DofE Expedition.
- 7.4 If in the reasonable opinion of the Client the continuing of this Agreement could bring the Client into disrepute, the Client may, at any time, without prejudice to its rights and remedies terminate this Agreement with immediate effect by giving written notice to BPE.
- 7.5 If such termination arises for reasons entirely unconnected with the conduct or performance of BPE, its employees, agents or representatives, then the Client will pay such management charges and disbursements as have been reasonably incurred by BPE in part performance of its obligations under this Agreement, and all other sums paid to BPE in terms of the Costs for the provision of the DofE Expedition will be reimbursed to the Client.
- 7.6 Either party may, at any time, without prejudice to its rights and remedies terminate the Agreement with immediate effect by giving written notice if the other party:
- 7.6.1 Fails to comply with this Agreement where such failure is not capable of remedy or where such failure is capable of remedy, fails within 28 days of receipt from the other party of a written notice of such failure to remedy the said failure to the reasonable satisfaction of the other party; or
- 7.6.2 Goes into administration, liquidation, suffers the appointment of a receiver in respect of the whole or any part of its assets, makes an arrangement for the benefit of or composition with its creditors generally, or threatens to do any of these or suffers any similar occurrence.
- 7.7 If a Participant wishes to voluntarily withdraw from the DofE Expedition Programme during the Term, then the Client must inform BPE in writing within 7 days. If a Participant wishes to voluntarily withdraw from the DofE Expedition whilst in progress, they must inform the BPE Leader responsible for their team. If the Participant is under 18, authority will be sought from the Parent prior to any further action being taken. In either case, the provisions of paragraph 8.2 shall apply.
- 7.8 In the event that the Participant or Client fails to pay the full expedition price, this will be treated as a voluntary withdrawal from the DofE Expedition Programme, and the provisions of paragraph 8.2 shall apply.
- 8. Refunds and Charges**
- 8.1 Where the Participant withdraws from the DofE Expedition Programme or is withdrawn pursuant to paragraph 7, the Participant shall reimburse BPE all reasonable costs, losses or expenses that BPE suffers or incurs as a result of the withdrawal.
- 8.2 In the event that the Participant withdraws, or is withdrawn from the DofE Expedition programme pursuant to paragraph 7, no refund of the Deposit will be given and the Participant will be liable to pay to BPE:



8.2.1 an administration fee of **£10 + VAT**

8.2.2 a percentage of the DofE Expedition price as set out in the table below:

Length of time between DofE Qualifying Expedition and receipt of notification in writing	Percentage of the Expedition Fee
30 days or less	100%
During or following the Practice Expedition but more than 30 days before Qualifying Expedition	75%
Within 30 days of the Practice Expedition	50%
After completion of Training and Planning Workshops but more than 30 days before the Practice Expedition	40%
Within 30 days of the start of the Training	25%

9. Dispute Resolution

9.1 In the event of a dispute, either party may call a meeting of the parties by service of not less than 5 days' written notice at which an authorised representative from the Client and DofE Co-ordinator shall attend.

9.2 The Client and DofE Co-ordinator shall use all reasonable endeavours to resolve disputes arising out of this Agreement. If they fail to resolve the dispute within 7 days of the dispute being referred to it, either party by notice in writing shall refer the dispute to the Head of the Client and the Managing Director of BPE who shall co-operate in good faith to resolve the dispute as amicably as possible within 7 days of the dispute being referred to them. If they fail to resolve the dispute in the allotted time, either party may refer the dispute to the Legal Department of the Client and the Managing Director of BPE, who shall co-operate in good faith to resolve the dispute as amicably as possible within 7 days of the dispute being referred to them. If they fail to resolve the dispute in the allotted time, the parties may within 7 days following that period on the written request of both parties ("**the ADR Request**") agree in writing to enter into an Alternative Dispute Resolution Procedure with the assistance of a mediator agreed by the parties or, in default of such agreement within 15 days of receipt of the ADR Request, a mediator appointed by the Centre for Dispute Resolution, Harbour Exchange Square, London.

9.3 The parties shall bear their own legal costs of this Dispute Resolution Procedure, but the costs and expenses of mediation shall be borne by the parties equally.

10. Complaints

Any complaints to BPE shall be made by telephone on 01623 884322 or in writing to Bull Precision Expeditions Ltd, The Coach House, Hexgreave Hall, Farnsfield, Newark NG22 8LS as soon as possible. Full details of BPE's Complaints Policy are available on request.

11. General

11.1 In the following Clauses 11.2 and 11.3 "personal data", "processing" and "third party" have the meaning ascribed to them in the Data Protection Act 1998.



- 11.2 BPE acknowledges that personal data relating to the Participant is confidential information and will be transferred by the Client to BPE for the sole purpose of the DofE Expeditions only.
- 11.3 BPE shall not use any personal data relating to the Participants and shall not subject such personal data to do any processing except as may be required for the purposes of the DofE Expeditions. In particular, BPE will not make use of such personal data for promoting or marketing its own services or other events and will not transfer such personal data to any third party.
- 11.4 BPE warrants that
- 11.4.1 it has full power and authority to receive, store and process personal data;
- 11.4.2 it has in place, appropriate technical and organisational measures to prevent unlawful or unauthorised processing, accidental or unlawful destruction, accidental loss, alteration, unauthorised disclosure or access and adequate security procedures to ensure that unauthorised persons will not have access to any personal data, or to equipment used to process personal data and that any persons it authorises to have access to any personal data will respect and maintain the confidentiality and security of all personal data; and
- 11.4.3 it will comply with the Data Protection Act 1998 (as if it were a data controller) and, in particular the data protection principles set out in Schedule 1 of the DPA in relation to the processing of the personal data in terms of this Agreement.
- 11.5 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. In addition, each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this agreement.
- 11.6 The terms of this Agreement may be varied or revised only in writing and with the agreement both parties.
- 11.7 The Participant shall have the benefit of and may enforce this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (“Third Party Rights Act”).
- 11.8 This Agreement shall be governed by and construed in all respects in accordance with English law and subject to the exclusive jurisdiction of the English Courts.

These terms and conditions together with the DofE Expedition Proposal, Group Booking Form and Participant Application and Medical Consent Form, provide the entire agreement between BPE and the Client and/or Participant and supersede all prior representations, communications, negotiations and understandings, whether verbal, written or otherwise.