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Because It's There Adventures

DUKE OF EDINBURGH'S AWARD EXPEDITIONS

CONTRACT

Your contract is with Calvin Mason & Associates Ltd T/A Because It's There Adventures, a company registered in England and Wales (registered number 08968890). Registered office: 41 Goring Road, New Southgate, London N11 2BU. (BIT Adventures).

This is an important document and will create legally binding obligations on you. If you do not understand anything set out in it you should take legal advice before entering into a contract with us.

This document sets out what you can expect from BIT Adventures and what your obligations are. By booking a Programme of training and expeditions (Programme) with BIT Adventures you, (and where you are under the age of 18 years your parents or guardians) are entering into a contract. You warrant and guarantee that you have the authority to accept and do accept these Conditions which shall apply to your booking to the exclusion of all other terms and conditions.

TERMS & CONDITIONS

1. Confirmation

Once details of your booking have been agreed we will send you a document (Confirmation Invoice) which will contain details of the price (Programme Fee), dates and locations for the Programme. Please check the contents of the Confirmation Invoice carefully, in the event of any discrepancy you must contact us immediately so that we can make the necessary changes to your Programme. Delay in notifying us of any discrepancies may result in you incurring additional costs and charges.

What is included in the Programme:

- Planning and logistical arrangements for the Programme.
- The professional services of BIT Adventures instructors for training and supervision of expeditions.
- Assessment of qualifying expeditions by Duke of Edinburgh's Award (DofE) Accredited Assessors.
- Campsite and Bunkhouse fees for participants as applicable.
- Tents, emergency group shelters (carried by supervisors), stoves, pans, and fuel for participants to use during training and expeditions.

What is not included in the Programme:

- Transportation to and from the agreed training and expedition venues.
- Additional campsite costs such as hot showers.
- Your food and personal equipment.
- Supervision or transportation arrangements in the event you are excluded, or no longer able to participate in the expedition or training.
- Understanding the nature of the Programme.

Physical demands and risks.

You confirm that you understand the likely physical demands and risks of the Programme, that the expeditions may take place on difficult terrain, in changeable weather conditions and will require extended physical effort; and due to the nature of the Duke of Edinburgh's Award expeditions (which are required to be unaccompanied, self-reliant and completed by the participants using their physical efforts with minimal external intervention). You must take responsibility for your own health and safety and will not be directly supervised for all parts of the Programme.

2. Completing the DofE Expedition section

In order to complete the Duke of Edinburgh's Award expedition section, you need to complete a programme of training and sufficient practice expeditions followed by an assessed qualifying expedition.

We will ensure that you are given the best opportunity to complete the expedition section. You are required to demonstrate the expedition skills that you have learned before we can sign off your training and practice expeditions.

Where skills have not been demonstrated to the appropriate standard further training and practice will be necessary before we can sign you off as being competent to take part in the qualifying expedition. We will recommend an appropriate programme for you and will advise you of the additional costs.

We accept no responsibility for any additional costs incurred as a result of you not successfully completing training, practice or qualifying expeditions.

If you have completed the appropriate training and/or practice expeditions elsewhere, you must supply written proof of this at the time of making your booking. You will not be able to take part unless we receive written proof before the Programme start date. We reserve the right to exclude you from the Programme, at any time, if we believe your expedition skills are not sufficient to allow you to safely participate.

3. Health

You must be sufficiently physically fit and medically healthy to participate safely in the Programme and you must be willing and able to be involved in all aspects of the training and expeditions.

If you have any medical problem or disability, you must tell us before you confirm your booking so that we can advise as to the suitability of the chosen Programme.

Before the Programme begins a Consent Form including a medical declaration (Consent Form) will be sent to you. A copy of the Consent Form must be completed and signed by you and returned to us at least 28 days before the first day of training or expedition we deliver for you (Programme Start Date). It is your responsibility to ensure that we are notified via the Consent Form of any medical problems, disabilities and any other issue which may affect your ability to participate.

If any medical problems or disabilities are suffered or arise after the Consent Form is submitted you must notify us immediately.

If you answer 'yes' to any of the questions on the Consent Form, we may require you to obtain confirmation from a medical professional that you are fit to take part in the Programme.

If any medical problem or injury occurs during the training or expeditions you must notify us immediately. You should speak to an instructor or the base emergency contact. We will assess the problem and provide

the appropriate medical care. If we are not notified immediately we cannot be held liable for any subsequent complication or deterioration in your health.

We reserve the right to decline or cancel a booking or part of a booking, or exclude you at any time without refund or compensation, if we reasonably believe that you are not sufficiently fit to take part in the Programme or if you have any medical problem or disability that is likely to prejudice your health and safety or the health and safety of anyone else participating in the Programme.

4. Personal Equipment and Food

You must have appropriate food and personal equipment including clothing and footwear as detailed in the DofE expedition kit list. We reserve the right to exclude you from the Programme if in our opinion you are not suitably equipped to safely take part in the Programme.

5. Behaviour, exclusion and damage

Behaviour

We reserve the right to exclude you from the Programme, if in our opinion your behaviour is likely to prejudice the safety and wellbeing of any member of the Programme or the Programmes satisfactory progress. Reasons for exclusion may include but are not limited to failure to comply with our instructions, failure to fully participate in Programme activities and disruptive or threatening behaviour.

Exclusion

In the event of you being excluded from a Programme no refunds will be given and we will not be responsible for any associated costs or losses which may arise.

Damage

We reserve the right to charge you for any damage to, or loss of, property or equipment caused wilfully, recklessly or by negligent behaviour.

6. Insurance

Our insurance cover is detailed on the Consent form. Further details of our insurance policy are available on request. DofE also provides limited personal accident cover for participants. We strongly recommend that you or the Participants obtain personal insurance to cover the event of cancellation due to your or a Participant's illness and to cover personal kit during the programme.

7. Minimum numbers

We require a minimum of twelve participants to run any Programme. If the numbers of participants on your Programme drops below twelve, we will discuss options with you, including the possibility of increasing the Programme Fee per Participant on a pro rata basis.

8. Payment of fees and alterations to the booking

To confirm your booking we require a non-refundable deposit (Deposit) as detailed in the Confirmation Invoice. The balance of the Programme Fee (Balance) is due 28 days before the Programme start date.

If you are booking within 28 days of the Programme start date then full Programme Fee is due at the time of making the booking.

If you don't pay the balance in time we reserve the right to treat your booking as having been cancelled by you and the conditions and charges below will apply.

We can accept payment by cheque made payable to Calvin Mason & Associates Ltd or by bank transfer to the following account: Calvin Mason & Associates Ltd, Account Number: 11188536, Sort Code: 83-04-25.

In the case of late payment we reserve the right under late payment legislation to charge you interest at the statutory rate on any overdue sums and to charge you for debt recovery costs.

If you change or cancel your booking

We start to incur costs from the moment you make your booking. If, after our Confirmation Invoice has been issued, you wish to change your booking in any way, we will do our utmost to make these changes but it may not always be possible.

You may be asked to pay an amendment fee to cover any additional costs we incur in making this alteration. If we are able to make the requested alteration a new Confirmation Invoice will be sent to you.

Please contact us as soon as possible if you need to amend your booking. All requests for changes to your booking must be made in writing.

You may cancel your place on the Programme at any time, to do this please notify us in writing. Since we incur costs in cancelling places on a Programme, you will have to pay the applicable cancellation charges shown below and you will remain liable for any losses arising from your breach of the conditions of the contract.

- Cancellation more than 31 days before the Programme Start Date: **Deposit**
- Cancellation 31 days or less before the Programme Start Date: **Deposit and 100% of total Programme Fee**

Without prejudice to the above, BIT Adventures may in its sole and absolute discretion refund part of the Programme Fee.

Note: If the reason for your cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges but it is your sole responsibility to do so and we accept no liability for any acts or omissions of the insurance company.

If we change or cancel your booking

It is unlikely that we will have to make any changes to your Programme after you have booked, however we plan the Programme many months in advance and in the interests of your safety and enjoyment this may be necessary. We reserve the right to make changes to the Programme any time. Most of these changes will be minor and we will advise you of them at the earliest possible date.

We also reserve the right to cancel your Programme or any part of it, for any reason. If we are unable to provide the Programme or any part of it, you can either have a refund in full for any parts of the Programme that we have not already delivered or accept an offer of an alternative Programme if available.

If we change or cancel the Programme we will not be liable for any indirect or consequential loss costs or expenses suffered by you.

9. If you have a problem or a complaint

If you have a problem during the Programme, please inform us immediately and we will endeavour to assist or put things right. You should speak to an instructor or the Base Emergency Contact.

If your complaint is not resolved then please follow the arrangements set out in our complaints policy:

If you fail to follow this simple procedure you will not have given us the opportunity to assist you and rectify your complaint during the Programme and to fully investigate your complaint after the Programme and this may affect your rights as you will have failed to have mitigated (minimised) your losses and may be unable to recover compensation for this element subsequently.

10. Our Liability to You

Our obligations whilst providing any service or facility included in your Programme are to take reasonable skill and care to provide or arrange for the provision of such services and facilities.

If the Contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected your enjoyment of part or the entire Programme. However we will not be liable where any failure in the performance of the Contract is due to:

- you or any other participant;
- any acts of third party suppliers;
- a third party unconnected with the provision of the Programme, where the failure is unforeseeable or unavoidable;
- unusual and/or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability except in cases involving death or personal injury arising from our negligence shall be limited to a maximum of twice the price paid for you to undertake the Programme.

11. Data Protection

We shall ensure that appropriate security measures are in place to protect your personal data (as defined in the Data Protection Act 1998). When you make a booking, you consent to all the information you provide being used by those acting on behalf of BIT Adventures and The Duke of Edinburgh's Award for the purpose of administering and delivering the programme.

12. Photographs and Video

By agreeing to these terms and conditions you consent to BIT Adventures staff taking video or photographs of you to be used with discretion for publicity and training purposes including but not limited to printed publications and on the internet. If you wish to opt out please contact us prior to the Programme start date.

13. Intellectual Property

You agree and acknowledge that all intellectual property rights and know how contained in and relevant to the Programme, including materials, trademarks of BIT Adventures and advertising materials and text are, and shall remain, the property of BIT Adventures. You will use such intellectual property rights only in accordance with the instructions and prior permissions of BIT Adventures.

14. General

This Contract is made on the terms of these Conditions, which are governed by English Law, and you agree to the exclusive jurisdiction of the English Courts.

If any of these Conditions is found by any Court or other competent authority to be wholly or partly unfair or unenforceable the validity of the rest of the Conditions and the rest of the Condition in question shall not be affected and shall remain valid and enforceable to the extent permitted by law.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

Where the context otherwise requires, words importing the singular meaning shall include the plural meaning and vice versa and words denoting the masculine gender shall include the feminine and neuter genders.

Where the context so admits, words denoting persons shall include natural persons, companies, charities, corporations, firms, partnerships, limited liability partnerships, joint ventures, trusts, voluntary associations and other incorporated and/or unincorporated bodies or other entities (in each case, whether or not having separate legal personality) and all such words shall be construed interchangeably in that manner.

A person who is not a party to the contract or these Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract or these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from this Act.