

These terms and conditions shall apply to all schools who instruct BXM Expeditions to lead a Duke of Edinburgh's Award unless specifically stated otherwise

1. Definitions

1.1. All words and expressions in this contract shall have the following meanings.

- 1.1.1. *BXM Expeditions* means BXM Expeditions Limited a company owned by Ben Maxfield, who has overarching responsibility for arranging, co-ordinating and administering the Duke of Edinburgh's Award expeditions for you.
- 1.1.2. The *participating school(s)* means you the participant, who has enrolled your pupils on to a Duke of Edinburgh's Award.
- 1.1.3. The *group leader(s)* means a qualified, experienced and trained leader who is responsible for co-ordinating and leading each day's field activity.
- 1.1.4. The *group assistant(s)* means a person with appropriate knowledge and experience in monitoring and providing day-to-day assistance to individual group members.
- 1.1.5. A *group member(s)* means a participant from the school.
- 1.1.6. The term *Award(s)* means the Duke of Edinburgh's Award: bronze, silver or gold.
- 1.1.7. The term *DofE* means the Duke of Edinburgh's Award.
- 1.1.8. The term *activity* or *activities* are expressions that refer to the DofE Award offered by BXM Expeditions.
- 1.1.9. The term *policy document* means written supplementary information and conditions relating to a specific activity.

2. Your Agreement

- 2.1. By enrolling for an activity with BXM Expeditions, you, as a participating school, agree to comply fully with these general terms and conditions and any additional conditions contained in the policy document.
- 2.2. Where there is inconsistency between these terms & conditions and the activity policy document, the order of precedence in declining order will be (1) the activity policy document, (2) these general terms & conditions.
- 2.3. You are advised to seek clarification from BXM Expeditions if there is anything in these terms and conditions that you do not fully understand. Please ensure that you are aware of your obligations as a participating school before enrolling group members with us onto the DofE Award Scheme.
- 2.4. All prices are based on a minimum of 10 participants as less than 10 participants would incur extra costs.
- 2.5. A participant drop out must be 4 weeks in advance of the expedition or the money for that participant will be lost due to the commitment we make to instructors
- 2.6. Cancellation by a school must be done 4 weeks in advance or the school will be liable for the full cost of the expedition (again because of our commitments).
- 2.7. Any requests for staff information or company policies should be requested 8 weeks in advance of an expedition as during expedition season, BXM does not have the administrative manpower to supply this.
- 2.8. **You agree to use BXM Expeditions exclusively as your supplier of Duke of Edinburgh's Award expedition activities for 3 years from the start of this Agreement. BXM Expeditions in return will not raise prices for your school in this time.**

3. Risk & Safety

- 3.1. BXM Expeditions places great importance on the health and safety of each group member taking part in an organised activity. Each activity has been carefully assessed to minimise the risk of accidents.
- 3.2. BXM Expeditions only use group leaders who are qualified or fully trained and are confident working within the venue and terrain where the activity is to take place. Each activity is assessed according to level of difficulty. The ratio of group leaders & group assistants to group members is carefully tailored to each activity, and where relevant, the guidelines set out by Adventure Licensing Agency are followed. As a baseline, we BXM works on a 1:10 ratio.

- 3.3. Health and safety is the responsibility of everyone participating in an organised activity; therefore, at the time of enrolling the group members, you agree to ensure every pupil participating in the activity completes a medical consent form to make BXM Expeditions aware of any of the following:
- 3.3.1. injuries that may affect a pupil's ability to participate fully in the activity;
 - 3.3.2. any illness or contagious disease
 - 3.3.2.1. that may pose a health risk to other group members, or
 - 3.3.2.2. may require medical attention at some time during the activity;
 - 3.3.3. any medication a pupil is taking eg for heart or respiratory related illnesses.
- BXM Expeditions reserves the right to decline any individual they feel is not sufficiently fit or physically able to take part in an organised activity. The decision of BXM Expeditions will be final.
- 3.4. You agree to abide by the decisions of the group leader or instructors which shall be final and binding. BXM Expeditions reserves the right to refuse any group member(s) continued participation in an activity if they are found to
- 3.4.1. be under the influence of alcohol or drugs; or
 - 3.4.2. repeatedly refuse to follow a group leader's instructions or behave in an irresponsible manner that is likely to endanger themselves or other group members; or
 - 3.4.3. be abusive, aggressive or violent towards other group members, group leaders or assistants; or
 - 3.4.4. have sustained an injury that is likely to impede them from taking further part in the activity.
- 3.5. BXM Expeditions will not be liable for minor injuries or damage to clothes, footwear or equipment belonging to a group member resulting from a slip, trip or fall where BXM staff have not been at fault.

4. Accommodation

- 4.1. Unless expressly stated otherwise, BXM Expeditions will only provide tents and arrange for overnight stays at approved campsites. However:
- 4.1.1. at their expense, a group member(s) may arrange their own accommodation, which must be pre-booked and paid for directly with the accommodation provider;
 - 4.1.2. BXM Expeditions may be able to offer suitable recommendations for hotels, hostels, bunkhouses or bed and breakfast in the locality where the activity is to take place, but cannot be held responsible for cleanliness, service or standards;
 - 4.1.3. For the avoidance of doubt, BXM Expedition's insurance does not cover group members whilst they are resident in alternative accommodation as described in 4.1.1.

5. Food & Nutrition

- 5.1. Unless specified otherwise in the activity policy document, BXM Expeditions is not responsible for supplying any food or drinks.
- 5.2. BXM Expeditions will offer nutritional advice specific to the activity to which a group member has enrolled, but cannot be held liable for any advice given that might cause a group member to suffer an allergic reaction.

6. Weather & Timing

- 6.1. BXM Expeditions cannot be held liable for extreme weather conditions. Group leaders will do everything possible to ensure an activity will be successful and make necessary preparations for bad weather. If poor or deteriorating weather conditions prevail and which cause a venue or location to be deemed potentially unsafe by the group leader then:
- 6.1.1. BXM Expeditions reserve the right to alter venue schedules and start times; and
 - 6.1.2. If it is not possible to vary the start time or venue then the group leader will liaise directly with BXM Expeditions, and where applicable, the mountain rescue services. Based on the information received, BXM Expeditions will decide whether or not the activity should continue, either in part or in whole; this decision will be final and binding.
- 6.2. If an activity is partially or fully cancelled due to adverse weather conditions, then no refund can be given although a discounted alternative will be offered.

7. Payments

- 7.1. Unless specified otherwise in the activity policy document, terms of payment are as follows:

- 7.1.1. A deposit to be paid at time of booking, amount to be discussed and agreed between BXM Expeditions and the participating school.
- 7.1.2. The balance of full cost will be due 4 (four) weeks prior to the activity taking place.
- 7.1.3. Refunds required due to illness and/or injury can only be approved where confirmed by a doctor's note.

8. Licences & Insurance

- 8.1. BXM Expeditions is licensed by the Adventurous Activities Licensing Service (part of HSE) to carry out Hill Walking and Mountaineering:
Licence No: L10350/R2047
Issue Date: 10.08.2012
Renewal Date: 10/08/2017
- 8.2. BXM Expeditions is insured by Leisure Insure as follows:
Public and Products Liability £5,000,000
Employer's Liability £10,000,000
- 8.3. BXM Expeditions is an Approved Activity Provider by the Duke of Edinburgh Award Scheme. We work closely with the DofE Head Office at Windsor to ensure our programmes and procedures meet their standards. The founder of BXM Expeditions is an experienced Duke of Edinburgh Manager and this experience and knowledge is reflected in the training framework. All Instructors and Leaders must have strong DofE knowledge and preferably experience or completion of the Supervisors course. We also have staff that are DofE Accredited Assessors.

9. Instructors and Leaders

- 9.1. Pete Goldsmith is the technical advisor for BXM Expeditions and a very experienced advisor for the Duke of Edinburgh Award scheme. Pete's qualifications include MIA, IML, ML (winter) and he runs Mountain Leader courses twice a year. Pete provides crucial advice regarding staff and risk assessments.
- 9.2. All staff, including Instructors, for BXM Expeditions have been assessed while working on a previous expeditions by either BXM Expeditions senior staff or Pete Goldsmith. All staff must provide their certificate of NGB qualification and must only ever work within their remit. All staff must provide evidence of their own DBS (formerly CRB) clearance and up-to-date First Aid certificate, as well as any other relevant paper work such as Duke of Edinburgh Accredited Assessor confirmation.
- 9.3. Instructors will be assigned to expedition groups, normally 1:10 ratio. Trainee leaders can be used in addition to this and will take instruction from the Instructors. Where there are 3 or more Instructors, there will be a senior Instructor assigned who will regularly update the BXM HQ.
- 9.4. Where possible, Instructors and leaders will be assigned for linked expeditions (i.e. practice and qualifying expeditions with the same participating schools) and given all appropriate paperwork.
- 9.5. Instructors will sign a Leaders Contract with us prior to the activity and will take charge of all BXM Expeditions equipment and relevant paperwork for the duration of the activity.
- 9.6. BXM Expeditions will issue all relevant policies and procedures along with Risk Assessments and medical information for all group members if the school is not handling the medical paperwork. All Instructors and leaders will make themselves fully familiar with this information prior or at the start of the activity.
- 9.7. Instructors will work within the remit of their qualifications, and will take responsibility for any situation where a trainee leader does not have the required qualification and/or experience.
- 9.8. Instructors will make decisions about the level of remote supervision based on the competency of the groups. Instructors will make their own decisions as to whether to walk, cycle and use cars for remote supervision.
- 9.9. Instructors will be in charge of a maximum of 2 groups. Ratios can be increased if the weather, ability of the group or location requires. BXM Expeditions will adapt to suit these conditions, based on information received at HQ from the Instructors.

10. Operating Procedures

10.1. Prior to the start of the activity

- 10.1.1. Following initial engagement with the participating school, BXM Expeditions will build a positive working relationship with the assigned DoFE Co-ordinator / Manager.
- 10.1.2. Risk Assessments of the area chosen will be carried out by BXM Expeditions senior instructors or a designated experienced Instructor, and approved by Pete Goldsmith – Technical Advisor (PG)
- 10.1.3. Open Expeditions contact will be between BXM and the group members and their parents or guardians – areas will be pre-chosen and risk assessed.
- 10.1.4. All group members will be emailed basic expedition YouTube links, a kit-list, food advice sheet and medical/consent forms. This is also made available on our website.
- 10.1.5. BXM Expeditions must receive a completed consent form and medical disclosure for each group member prior to the expedition. This must be signed by the group member and their parent or guardian if they are under 18. There must always be an available nominated person available for each individual on Open Expeditions.
- 10.1.6. BXM will supply appropriate maps, tents, gas Trangia stoves and gas. Participants will be trained to use these effectively. BXM Expeditions does not supply compasses.
- 10.1.7. Pre-activity training is done on an individual basis and Instructors are responsible for ensuring groups are competent. Instructors must contact the Operations Support Officer (OSO) if they are in doubt or unsure.

10.2. During the activity

- 10.2.1. BXM Expeditions will have an assigned Senior Instructor who will have a copy of all group members' paperwork, routes and risk assessments.
- 10.2.2. Instructors will always facilitate a formal and professional welcome where expectations will be clearly set out and emergency procedures will be re-emphasised.
- 10.2.3. A full equipment check will take place and Instructors will be vigilant in checking the essentials: waterproofs, sleeping bags, warm clothes, appropriate rucksacks and waterproof liners.
- 10.2.4. Instructors will carry out an on going risk assessment and constant monitoring throughout the expedition. This will assess variable hazards including changing weather, ability and morale of the group.
- 10.2.5. There will always be at least one vehicle available on all activities. Participating schools will be advised to use their own transport where possible.
- 10.2.6. The Senior Instructor will make contact with BXM Expeditions HQ daily when all groups are in, this may require driving to a phone or signal.
- 10.2.7. The Instructor will phone the duty phone should the groups be 3 hours late in arriving at the camp or the finish.
- 10.2.8. Emergency procedures to be followed where appropriate.

10.3. Post Activity

- 10.3.1. The Instructors will de-brief the group members prior to their departure.
- 10.3.2. Participating schools and all group members are encouraged to give feedback direct to Ben Maxfield or Leigh Rose Ben@bxmexpeditions.co.uk or leigh@bxmexpeditions.co.uk
- 10.3.3. Expedition reports will be completed by all Instructors on groups.
- 10.3.4. All BXM Expeditions equipment to be returned to BXM Expedition HQ.

11. Force Majeure

- 11.1. BXM Expeditions will not be held liable for failure to complete or delay in performance of any activity associated with a trip, expedition, Award scheme or any other event offered by BXM Expeditions by reasons of the following:
 - 11.1.1. Government imposed emergency rules or regulations; or
 - 11.1.2. Act of God; or
 - 11.1.3. any significant weather event; or
 - 11.1.4. air travel, train travel or ferry cancellations.

12. Complaints

12.1. BXM Expeditions prides itself on offering a developing service in search of the perfect expedition, supported by a complaints procedure that aims to resolve disputes as quickly and amicably as possible. If you believe that you have been treated unfairly by BXM Expeditions or members of their staff, please write in the first instance to the address below:

BXM Expeditions
5 Axis, Westmead Business Park
Swindon,
SN5 7YS

13. General

- 13.1. We shall be entitled to terminate this Agreement immediately by notice to you if you commit any serious or persistent breach of any of your obligations under this Agreement.
- 13.2. For the avoidance of doubt, in no event shall either party be liable to the other for any indirect or consequential loss of any nature and howsoever caused.
- 13.3. During the term of this Agreement and for a period of 12 months following its expiry or termination for any reason, you shall not employ or engage to provide services in a similar capacity any Leader acting on our behalf with whom you have had material dealings in connection with this Agreement at any time in the preceding 12 months.
- 13.4. These terms and conditions are governed by English law and any disputes shall be heard in the English courts.