

February 2019

APPROVED ACTIVITY PROVIDER LICENCE (EXPEDITIONS)

This Agreement is made the 19-Dec-2019 between **The Award Scheme Limited**, a private limited company registered in England & Wales with company number 02173914, and having its registered address at Gulliver House, Madeira Walk, Windsor, Berkshire, SL4 1EU ("**ASL**") and the **Approved Activity Provider** named below, upon and subject to the terms and conditions appended hereto ("**the Terms and Conditions**"). ASL is the trading company acting on behalf of The Duke of Edinburgh's Award, a body established by Royal Charter (registered charity number 1072490, company number RC000806) whose registered office is at Gulliver House, Madeira Walk, Windsor, Berkshire, SL4 1EU ("**the Charity**").

Name of Approved Activity Provider	H5 Adventure Ltd
Contact Details for Approved Activity Provider	19 Thornhill Royal Wootton Bassett Swindon SN4 7RX
Registered Company or Charity Number	
Type of Approved Activity Provider	Expedition and Expedition Training
Activity	United Kingdom Expedition and Expedition Training
DofE Award Level	Bronze, Silver and Gold
Mode of transport	Foot
Licence Fee	E4 <i>Note: The Licence Fee may be subject to annual increase.</i>
Participant Fee	E4 <i>[NB: This fee should be calculated with reference to the value of the Activity Fee and type of Approved Activity Provider.]</i> <i>Note: The Participant Fee may be subject to annual increase.</i>
Approved Activity Provider Manager	Paul Webb
Commencement Date	1st January 2020
Term	Three Years unless terminated earlier in accordance with clause 10
Territory	United Kingdom

I, the licence signatory, hereby declare that the following policies/licences are in place as required by the terms of the licence:

- Safeguarding and/or Child Protection Policy (in accordance with the standards set out in clause 3.1)
- Insurance
- Complaints Procedure
- AALA (where applicable)
- Health & Safety Policy
- Equal Opportunities
- Emergency Procedure
- Risk Assessment Policy

Signed: *Paul Webb*

Name: Paul Webb

Title/Position: Managing Director

Date: 19-Dec-2019

Duly authorised to sign for and on behalf of the Approved Activity Provider. (Should be the highest level in the organisation.)

Signed: *Philip Treleven*

Name: PHILIP TRELEVEN

Title/Position: UK SERVICES DIRECTOR

Date: 19-Dec-2019

Duly authorised to sign for and on behalf of The Award Scheme Limited

TERMS AND CONDITIONS
APPROVED ACTIVITY PROVIDER LICENCE (EXPEDITIONS)

Where any of the following expressions are used in the Terms and Conditions they shall have the following meanings:

1. Definitions

1.1 Unless the context indicates otherwise states or requires, the terms set out on the Front Sheet (page 1) of this Agreement shall have the meanings attributed to them there and the following expressions shall have the following meanings when used in this Agreement:

"Accounting Date"	31 st March and 30 th September in each Contract Year;
"Accounting Period"	means the period from the Commencement Date to the next following Accounting Date and each six-month period ending on an Accounting Date thereafter;
"Activity"	means UK/Overseas Expeditions and/or Expedition Training
"Activity Fee"	means the fee that the Approved Activity Provider charges each Participant for instruction, training and delivery of the Activity;
"Agreement"	means this agreement, including the Front Sheet, the Schedule and any documents referred to in it;
"Approved Activity Provider"	means the organisation noted on the Front Sheet that is licensed by ASL or the Charity under the terms of this Agreement to deliver specified activities (as noted on the Front Sheet);
"Brand Guidelines"	means the guidelines, amended from time to time, governing the use of the Trade Marks and the overall Charity brand, a copy of which will be provided to the Approved Activity Provider by ASL or the Charity;
"Contract Year"	means the period of twelve (12) months from the Commencement Date and thereafter each twelve (12) month period (or part thereof), commencing on the anniversary of the Commencement Date, throughout the Term;
"DofE Centre"	means a location where the DofE Programmes are run, including, for example, a school, youth centre or Young Offender Institution, with the possibility of more than one DofE Group operating at a DofE Centre; references in this Agreement to a DofE Centre shall include the owners, organisers and other persons with responsibility for the DofE Centre as the context so admits;
"DofE Expedition Assessor"	means a DofE accredited person, allocated by the DofE Expedition Assessor Network, Licensed Organisation or Approved Activity Provider to assess Participants while they are undertaking their expedition in accordance with clause 3.5;
"DofE Group"	means a group of young people based in a DofE Centre who are working together on a DofE Programme; references in this Agreement to a DofE Group shall include the DofE Centre as the context so admits (and

vice versa);

"DofE Handbook"	means <i>'The Handbook for DofE Leaders'</i> (as updated from time to time) which outlines the current requirements and conditions of DofE Programmes;
"DofE Leader"	means the person whom assumes responsibility for a DofE Group operating at a DofE Centre and/or other such location;
"DofE Magazine"	means the magazine relating to the DofE Programme which is aimed at DofE Leaders;
"DofE Programme"	means a series of activities covering different categories that Participants select and undertake to achieve Bronze, Silver or Gold Duke of Edinburgh's Award and receive a Duke of Edinburgh's Award Certificate (as further explained in the DofE Handbook and as set out on the Website);
"eDofE"	means the online management system created by the Charity to assist Licensed Organisations and is used by DofE Groups to record Participants' DofE Programme activity;
"e-Induction"	means the free online induction course summarising the ethos, structure and delivery of DofE Programmes as detailed by the Modular Training Framework available at www.DofE.org/training ;
"Expedition Guide"	means <i>'The DofE Expedition Guide'</i> (as updated from time to time), a copy of which shall be supplied to the Approved Activity Provider;
"Front Sheet"	means page 1 of this Agreement, which sets out certain important details applicable to the Agreement;
"Introduction to the DofE Course"	means the introductory course summarising the ethos, structure and delivery of DofE Programmes as detailed by the Modular Training Framework;
"Licensed Organisation"	means an organisation that has been licensed by ASL to deliver DofE Programmes, including Operating Authorities, Directly Licenced Centres, National Operating Authorities and DofE Business Operators, as further described in the DofE Handbook;
"Major Incident"	means (without limitation) matters of potential national significance, serious casualties or loss of life, considerable damage caused by a person involved with the DofE Programme or an action that could seriously jeopardise the overall reputation of the Charity, ASL or the DofE Programme;
"Mission Statement"	means the statement summarising the mission and objectives of the Charity set out on the Website and as may be updated from time to time;
"Modular Training Framework"	means the programme of training required to be taken as appropriate by any Staff appointed by the Approved Activity Provider to assist in delivering DofE Programmes;

"Participant"	means an individual who participates in a DofE Programme;
"Participant Training"	means the training or instruction required by the Participants to become proficient in the Activity; such training to be devised in accordance with DofE Programmes, the Expedition Guide and/or as may be agreed between the parties from time to time;
"Participant Training Programme"	means the programme for the delivery of the Participant Training to be undertaken by each Participant, to be tailored by the Approved Activity Provider to the needs of each Licensed Organisation or DofE Centre;
"Quality Review"	means a check carried out by ASL or the Charity either as part of the re-licencing process or as an operational quality support check;
"Services"	means all the services to be provided by the Approved Activity Provider as set out in this Agreement and as may be agreed between the parties from time to time including the Participant Training and the provision of other resources to enable the Participants to learn and perform the Activity as a section of their DofE Programme;
"Specialist Equipment"	means technical equipment required specifically for the Activity and which, for the avoidance of doubt, does not include personal or individual equipment or items;
"Staff"	means employees of the Approved Activity Provider including the Trainers and (without limitation) any assessor, supervisor, or volunteer appointed by the Approved Activity Provider to assist in the delivery of the Services;
"Staff Trainer"	means a registered DofE Course Director or other third-party individual or organisation; who may be appointed to provide Staff Training Courses from time to time;
"Staff Training Courses"	means those courses that ASL and/or the Charity may require members of Staff to undertake from time to time, including the online DofE e-induction course before the Staff may be involved in the provision of the Services and other relevant DofE courses within the first six (6) months after the Commencement Date;
"Trade Marks"	means the trade marks listed in the Schedule, including all registrations and applications for those trade marks, or any other words, names, phrases, logos, devices, insignia or signs which may after the date of this Agreement be notified to the Approved Activity Provider;
"Trainers"	means those members of the Staff who are appointed by the Approved Activity Provider to perform the Participant Training in accordance with clause 3.3;
"Variations Agreement"	means an agreement between the Approved Activity Provider and ASL which clearly sets out where the Approved Activity Provider may deviate from the conditions of a DofE Section; and

"Website" means the website accessible at www.DofE.org (as may be updated from time to time).

1.2 In this Agreement:

- (a) clause headings are included for convenience only and shall not affect the construction of the Agreement;
- (b) references to clauses and the Schedule are references to the clauses and the Schedule to this Agreement;
- (c) unless the context otherwise requires: (i) words denoting the singular shall include the plural and *vice versa*; (ii) references to persons shall include bodies corporate, partnerships, unincorporated associations, individuals and any other legal or commercial entity or undertaking; and (iii) references to the word "include", "including", "in particular " and "for example" are to be construed without limitation;
- (d) references to the "parties" means the parties to this Agreement and "party" means any one of them and shall include that person's permitted assignees, transferees or successors in title; and
- (e) references to any legislation or to any provision of any legislation shall include any modification, replacement or re-enactment of that legislation for the time being in force and include any order, regulation, instrument or other subordinate legislation made under the relevant statute or statutory provision.

2. Appointment and role of the parties

- 2.1 For the duration of the Term, ASL appoints the Approved Activity Provider as one of its licensed and approved providers of the Activity in the Territory, and to perform the Services for the benefit of the Participants on a non-exclusive basis.
- 2.2 ASL is responsible for licensing the delivery to, and overseeing the operation of, DofE Programmes by Licensed Organisations. ASL is under a duty to provide to each Licensed Organisation with a list of its licensed and approved Activity Providers. Following signature of this Agreement, ASL shall add the Approved Activity Provider to this list.
- 2.3 It shall be the responsibility of the Approved Activity Provider to enter into an agreement with the Licensed Organisation and/or DofE Centre as appropriate.

3. Main Conditions of the Approved Activity Provider Licence

It is a condition of the appointment of the Approved Activity Provider pursuant to clause 2.1 of this Agreement that the Approved Activity Provider complies with the terms of this clause 3. For the avoidance of doubt, a failure by the Approved Activity Provider to comply with any of the terms of this clause 3 shall entitle ASL to immediately suspend or terminate the Agreement.

3.1 Welfare of the Participants

3.1.1 The Approved Activity Provider shall adopt, and at all times implement and ensure the Staff adhere to, a Safeguarding and/or Child Protection Policy, together with operational procedures, that incorporates appropriate checks including those set out in clause 3.1.3., complies with all applicable law and legislation and reflects good industry practice. As a minimum, the Safeguarding and/or Child Protection Policy must meet the following standards:

- (a) The policy is dated and is less than three years old;
- (b) The policy contains a due date for review;

- (c) The policy contains the signature of the most senior person in the AAP;
- (d) The policy confirms that a senior member of staff has been identified as the Designated Safeguarding Lead in the organisation;
- (e) The policy contains or is linked to procedures for managing allegations against Staff and volunteers;
- (f) The policy makes reference to recording and reporting procedures; and
- (g) The policy is in line with current legislation and statutory guidance including recruitment and selection procedures.

3.1.2 The Approved Activity Provider shall ensure that adequate systems are in place to protect the health and safety of Participants and Staff and that these comply with applicable law and legislation.

3.1.3 The Approved Activity Provider shall perform reasonable checks on Staff following a risk assessment of the role of the individual concerned to ensure that those undertaking regulated activity or regulated work, as defined under the Safeguarding Vulnerable Groups Act 2006, Protection of Vulnerable Groups (Scotland) Act 2007 and Safeguarding of Vulnerable Groups (Northern Ireland) Order 2007 are not barred from doing so. The Approved Activity Provider shall carefully assess any adverse information received and take a reasonable decision on the basis of that assessment whether to allow such individuals to provide the Services, including the Participant Training.

3.1.4 If ASL or the Charity have concerns about the conduct or ability of a member of Staff to undertake his or her role they shall (in writing) make their concerns known to the Approved Activity Provider who shall, within a reasonable time:

- (a) investigate those concerns and take appropriate action accordingly to the policies and procedures; and
- (b) notify ASL and/or the Charity of the actions taken following the investigation.

3.1.5 The Approved Activity Provider shall notify ASL and/or the Charity immediately in the event of any serious incident or accident that leads to or could have led to injury of a Participant (or member of staff).

3.2 Staff

3.2.1 The Approved Activity Provider shall appoint the Approved Activity Provider Manager to act as the designated co-ordinator in order to deliver and manage all aspects of the Services, including liaising with ASL, the Charity and the Licensed Organisation and/or DofE Centres (as applicable). The Charity will provide a support pack to the Approved Activity Provider Manager that sets out his/her role and responsibilities.

3.2.2 The Approved Activity Provider shall ensure, so far as is possible, that the same Staff provide the Participant Training to each Licensed Organisation and/or DofE Centre or Participant for each given section of their DofE Programme, to ensure consistency of delivery.

3.2.3 The Approved Activity Provider shall ensure that it assigns a sufficient number of Staff to guarantee that the Participant Training is delivered effectively and safely.

3.2.4 If any member of Staff also maintains a role within a Licensed Organisation, then the Approved Activity Provider (for whom that member of Staff works, volunteers or owns) may not deliver any part of the DofE Programme activities or services to that Licensed Organisation. The Approved Activity Provider shall notify any such conflicts of interest to ASL and/or the Charity as soon as they are identified.

3.3 Staff Training

3.3.1 Staff who deliver the Services must attend and pass the Staff Training Courses that are relevant to their roles and responsibilities, whether offered by ASL, the Charity or by the Staff Trainer, in accordance with clause 3.3.3. As a minimum all Staff should complete the DofE e-

induction module. The Approved Activity Provider Manager must also attend relevant DofE courses within the first six (6) months after the Commencement Date. If ASL and/or the Charity recommend that other Staff should also attend the courses, the Approved Activity Provider shall take reasonable steps to ensure that this occurs.

- 3.3.2 If relevant, any costs of Staff attending any Staff Training Courses shall be charged to the Approved Activity Provider at the rates from time to time in force, which will be notified to the Approved Activity Provider and published by the Charity on an annual basis.
- 3.3.3 All required staff training must be completed within six (6) months of signing this Agreement. The Charity will use reasonable endeavours to provide a sufficient number of training opportunities for the Approved Activity Provider to meet this requirement.
- 3.3.4 All DofE training undertaken by the Staff must be recorded in eDofE.

3.4 Agreement Conditions

- 3.4.1 In providing the Activity to the Licensed Organisation the Approved Activity Provider shall enter into an agreement with the Licensed Organisation to provide the Activity. This agreement shall:

- (a) last no longer than the Licensed Organisation's Licence term with ASL and/or the Charity;
- (b) afford no exclusivity to the Approved Activity Provider. Licensed Organisations are entitled to enter into multiple agreements with Approved Activity Providers and/or deliver expeditions through their own Staff once they have the relevant level of expertise.

3.5 Expedition Conditions

- 3.5.1 In providing the Activity and leading the expeditions as part of the Participant Training, the Approved Activity Provider shall:

- (a) adhere to all the requirements of the DofE Programme as set for each level of the DofE Programme and described in the DofE Handbook;
- (b) adhere to all the conditions of the Expedition Section of the DofE Programme, as set out in the DofE Handbook; and
- (c) provide the Participant Training in accordance with the Participant Training Programme and the DofE Handbook and the Expedition Guide.

- 3.5.2 The Approved Activity Provider must ensure that all training and practice expeditions required as part of the DofE Programme are completed by all Participants before their final expedition is undertaken, and only after the Approved Activity Provider has ensured that all Participants meet the minimum age requirements required by the Charity as set out in the DofE Handbook.

- 3.5.3 Without prejudice to any other clause of this Agreement, assessed expeditions must, in keeping with the conditions of the DofE Programme requirement of self-reliance, be unaccompanied using remote supervision only. Nothing in this clause 3.5.3 shall, however, minimise the Approved Activity Provider's obligation to exercise at all times its professional discretion so as to ensure the continued safety of the Participants.

- 3.5.4 The Approved Activity Provider shall ensure that each of its Trainers are sufficiently qualified in order to provide the expedition facets of the Participant Training to the highest professional standards and in accordance with the terms of this Agreement. The Activity Provider shall ensure that throughout the Term, where relevant and appropriate, it holds, and does nothing that will jeopardise, licences from the following organisations:

- (a) the Adventure Activities Licensing Authority (where activities requiring relevant AALA licences are delivered to Participants aged 18 or under); and

(b) the Driver & Vehicle Standards Agency.

Originals of the relevant licences shall be available for the Charity to inspect on request.

3.5.5 The Approved Activity Provider shall ensure that sufficient emergency procedures are in place to ensure that Participants can reach safety in the event of injury or the threat of injury. These procedures must be proportionate to the number of Participants, the terrain and/or the potential risks involved in the Activity.

3.5.6 Any variations to this clause 3.5 must be agreed in advance with ASL, prior to the signing of this Agreement and recorded in a Variations Agreement or otherwise in a document that shall be appended to this Agreement. Further variations may be proposed during the Term provided that the Charity has been consulted, given its approval in writing and been notified at least twelve weeks before the Approved Activity Provider intends to implement the agreed exceptions as part of the Participant Training or any one expedition. The Charity may charge an administration fee for all changes as recorded in the Variations Agreement.

3.6 Assessment

3.6.1 The Approved Activity Provider shall be responsible for assessing the competence of each Participant in performing the Activity, in accordance with the standards, DofE requirements and section conditions set by the Charity, as set out in its DofE Handbook and on the Website.

3.6.2 Any person used by the Approved Activity Provider to assess an expedition at whatever level must be an accredited DofE Expedition Assessor (authorised by the Charity) who has completed the relevant stages of the DofE Modular Training Framework. An accredited DofE Expedition Assessor may be an employee or managed directly by the Approved Activity Provider (provided such employee or person has completed the relevant training and is approved by the Charity).

3.6.3 The Approved Activity Provider may book the services of an accredited DofE Expedition Assessor, at the rate set from time to time by the Charity which will be notified to the Approved Activity Provider and published by the Charity on an annual basis, in order to fulfil its obligations under clause 3.6.1.

3.7 Records

3.7.1 Subject to clause 11, the Approved Activity Provider shall keep, and make available to ASL or the Charity, full and adequate records of all aspects of its provision of the Services. These records shall include, but shall not be limited to, information concerning:

- (a) the name of each Participant (where applicable) and all Staff involved with the Activity;
- (b) the activity details of each Participant as required by the Charity;
- (c) any accident, incident or other occurrence leading to damage or injury, and details of any Major Incident;
- (d) all activities and/or training exercises undertaken as part of the Services;
- (e) details of any complaint made to the Approved Activity Provider in relation to the Services and/or the DofE Programme;
- (f) full details of Activity Fees (as set out in clause 5.1.2); and
- (g) the places, venues or premises used by the Approved Activity Provider to deliver the Services.

3.7.2 ASL and/or the Charity shall be entitled to inspect these records at any time with reasonable notice, and the Approved Activity Provider shall provide copies of all such records (in electronic or hard copy form, at the election of ASL or the Charity) at the reasonable request

of ASL or the Charity. In addition, the Approved Activity Provider shall provide evidence on reasonable request that such systems are in place.

3.8 Communication and Quality Assurance

3.8.1 Without prejudice to clause 3.8.3, the Approved Activity Provider is responsible for ensuring that all information relating to the provision of the Services that should be communicated to the Licensed Organisation, DofE Centre and/or the Participants is so communicated. ASL and the Charity shall have no responsibility for relaying such information to the Licensed Organisation, DofE Centre or the Participants.

3.8.2 Where an Approved Activity Provider is in direct communication with participants, the Approved Activity Provider shall be responsible for ensuring parental/guardian consent (if the participant is under 18) is gained to carry out the Activity.

3.8.3 The Approved Activity Provider shall notify the Charity of (i) any complaint received that is not resolved within four (4) weeks of the initial complaint being made, and (ii) any Major Incident. The Approved Activity Provider shall if necessary take action in relation to such complaints and keep the ASL, the Charity and the Licensed Organisation (where appropriate) fully updated in writing or by e-mail as well as by telephone on progress of resolving the complaint.

3.8.4 In addition to its obligations under clause 3.7, the Approved Activity Provider shall set up, operate and maintain a system for dealing with and reporting matters concerning the provision of the Services, in particular in the event of any accident or damage caused to or by the Approved Activity Provider, the Participants or any third parties. The Approved Activity Provider shall keep such records and systems accurate and up to date (and shall retain them for a period of six (6) years) and make them available to ASL or the Charity to inspect on request.

3.9 Documents and Equipment

3.9.1 The Approved Activity Provider shall provide the following documents to each Participant:

- (a) copies of the indemnity and consent forms, to be signed by all Participants (or, if applicable, a parent or legal guardian) unless otherwise provided to Participants by their DofE Centre;
- (b) copies (on request) of the insurance policy, in accordance with clause 7; and
- (c) any other information or materials that may be reasonably required by the Participants to partake in the Activity.

3.9.2 The Approved Activity Provider shall be responsible for providing all Specialist Equipment required by each DofE Centre and/or Participant, the cost of which shall be included as part of the Activity Fee paid by each Participant (unless such Specialist Equipment is otherwise provided to Participants by their DofE Centre). In addition, the Approved Activity Provider may make available for purchase or hire any other non-specialist equipment that may be required by each Participant to perform the Activity.

3.9.3 The Approved Activity Provider shall be responsible for ensuring that the Specialist Equipment and any other equipment hired out or sold by the Approved Activity Provider to a Participant are fit for purpose and maintained in good working order. Neither the Charity nor ASL shall be liable for any damage or injury caused due to a fault in the Specialist Equipment or any other equipment hired out or sold by the Approved Activity Provider to a Participant.

3.10 Equal Opportunities

The Approved Activity Provider shall operate DofE Programmes in a non-discriminatory manner that reflects ASL and the Charity's commitment to equal opportunities (about which, more information is available on request from the Charity).

3.11 Overriding Objective

In providing the Services the Approved Activity Provider shall at all times be responsible for supporting the achievement of the Charity's overall aim as expressed in its Mission Statement and for promoting and fostering the ten guiding principles as set out in the DofE Handbook.

4. Obligations and Rights of ASL

- 4.1 ASL or the Charity shall, at the reasonable request of the Approved Activity Provider, provide, through the Charity, advice and guidance on delivering the Activity as part of the DofE Programmes, and make available to the Approved Activity Provider its know-how, the DofE Handbook and other documents and information relating to the DofE Programmes.
- 4.2 ASL, through the Charity, shall undertake a Quality Review of the Services on a regular basis. In addition, ASL and/or the Charity shall have the right, from time to time, to undertake spot-check inspections of the Services being provided to the Participants, as well as to seek feedback from the Participants (and where relevant their parents and/or legal guardians). The Approved Activity Provider hereby agrees to accede to all reasonable requests of ASL or the Charity whilst undertaking such spot-check inspections.
- 4.3 ASL or the Charity shall appoint a designated co-ordinator from within the Charity to develop and manage all aspects of its relationship with the Approved Activity Provider and the provision of the Services, and the Approved Activity Provider undertakes to cooperate with and assist the co-ordinator at all times during the Term.
- 4.4 ASL and the Charity shall co-operate with and assist the Approved Activity Provider at all times in establishing and maintaining the quality control and reporting mechanisms required to be set-up under clause 3.7.
- 4.5 ASL or the Charity shall maintain a register of Approved Activity Providers and will draw this to the attention of the Licensed Organisations.
- 4.6 ASL reserves the right to alter the services it provides provided it gives the Approved Activity Provider ninety (90) days' notice of any such change.
- 4.7 Trade Mark Licence
- 4.7.1 Subject to the terms and conditions of this Agreement, ASL hereby grants to the Approved Activity Provider a non-exclusive, royalty-free licence for the Term to use the Trade Marks for all purposes connected with the supply of the Services, provided that the Approved Activity Provider shall:
- (a) use the Trade Marks in accordance with the Brand Guidelines, and such other reasonable instructions of ASL or the Charity in relation to the appearance of the Trade Marks;
 - (b) always use the Trade Marks in such a manner that their distinctiveness and reputation is maintained and do nothing which may lessen the distinctiveness of the Trade Marks or that may bring ASL, the Charity or the DofE Programme into disrepute;
 - (c) not use the Trade Marks as part of the corporate or business name, logo or style of the Approved Activity Provider;
 - (d) not use or seek to register any mark or name the same as or confusingly similar to the Trade Marks. No other trademarks nor variants on the Trade Marks shall be used in relation to the Services without the ASL's or the Charity's prior written consent;
 - (e) not do or permit to be done any act which would be likely to jeopardise the ownership by the Charity of the Trade Marks; and
 - (f) use such of the Trade Marks, or any new name, logo or brand, as ASL and/or or the Charity may on reasonable notice require, and always use the Trade Marks in

accordance with the current version of the Brand Guidelines, from time to time issued by ASL or the Charity.

4.7.2 All goodwill in the Trade Marks arising from use of the Trade Marks by the Approved Activity Provider shall belong to the Charity and shall be assigned to the Charity on request. For the avoidance of doubt, this trade mark licence shall terminate on termination of this Agreement.

5. Fees and Payment

5.1 Activity Fee

5.1.1 The Approved Activity Provider shall be entitled to charge each Participant the Activity Fee.

5.1.2 The Activity Fee, unless otherwise agreed between the Approved Activity Provider and the Participant, is inclusive of all disbursements and other costs or expenses incurred by the Approved Activity Provider in performing the Services, and may include the following costs:

- (a) the appointment of all Trainers and any out-of-pocket expenses incurred by the Trainers;
- (b) site or facility hire (including any camping fees);
- (c) the use, hire or purchase of Specialist Equipment required for the Activity;
- (d) insurance cover for each Participant (as required by clause 7);
- (e) any workbook or other documents;
- (f) transport, including fuel and parking costs; and
- (g) administration and management.

5.1.3 The Activity Fee shall represent full consideration for the provision of the Services and the Approved Activity Provider shall not be entitled to charge Licensed Organisations, DofE Centres or Participants any additional sums in respect of the Services (except this clause shall not prevent the Approved Activity Provider charging additional sums in respect of damage to or loss of equipment caused wilfully or by negligent behaviour on behalf of the Participants and/or the DofE Centres). The Approved Activity Provider shall however be entitled to invoice each Licensed Organisation or DofE Centre or Participant directly for the sale and/or hire of any additional equipment provided in accordance with clause 3.9 (not being Specialist Equipment) provided that this is agreed in advance with either the DofE Centre or the Participant and a contract is entered into for such sale or hire.

5.2 Licence Fee

In consideration of the appointment of the Approved Activity Provider pursuant to clause 2.1, the Approved Activity Provider shall pay ASL the Licence Fee annually in advance, the first payment to be made on signature of this Agreement and on each anniversary thereafter. The Licence Fee may be reviewed at the expiry of each Contract Year and any increase to the Licence Fee shall be notified to the Approved Activity Provider.

5.3 Participant Fee

5.3.1 In consideration of the appointment of the Approved Activity Provider pursuant to clause 2.1, the Approved Activity Provider shall pay to ASL a fee per Participant at the rate stated on the Front Sheet. The Participant Fee may be reviewed at the expiry of each Contract Year and any increase to the Participant Fee shall be notified to the Approved Activity Provider.

5.3.2 The Approved Activity Provider shall provide to ASL via the Charity an electronic statement on every Accounting Date (or within two days after such date) which details how the Participant Fee has been calculated, including details on how many Participants have undertaken the

Activity in the preceding six (6) months between each Accounting Date, and the gross value of Activity Fees invoiced.

- 5.3.3 By the 30th day after the first Accounting Date following the Commencement Date and by the 30th day after each subsequent Accounting Date, ASL will invoice the Approved Activity Provider for the Participant Fees.
- 5.3.4 The Approved Activity Provider shall, for a period of six (6) years after the receipt of any payments in relation to the Services (including the Activity Fees), maintain full records which shall include records of when all payments were made, showing the method of calculation in arriving at the Participant Fee, and such records shall be kept in a form which allows accurate checks to be made and shall be supported by all relevant receipts, vouchers and other documents which the Approved Activity Provider customarily generates in the normal course of business.
- 5.3.5 ASL, the Charity and each of their employees, agents or representatives shall be entitled on reasonable notice during business hours, or at any other agreed time, to inspect the records referred to in clause 5.3.4. The Approved Activity Provider shall, at its own expense, provide to ASL within sixty (60) days of the end of each Contract Year a copy of its independently audited, examined or certified accounts (as meeting the requirements of the Charity Commission or Companies House, as appropriate), such accounts to show the sales of the Services and the relevant Participant Fee in the immediately preceding Contract Year. In the event of any disagreement or doubt as to the amount due to ASL hereunder in respect of sales/supplies of the Services at any time during a Contract Year, ASL shall further be entitled to require the Approved Activity Provider to provide a certificate prepared by an independent auditor approved by ASL as to the sales/supplies of the Services and the relevant Participant Fee in the Accounting Period(s) to which the disagreement or doubt relates, and, subject to clause 5.3.6 below, in the event of a discrepancy of more than 5% between the Approved Activity Provider's statements and records being disclosed, the cost of such inspection and audit shall be borne by the Approved Activity Provider.
- 5.3.6 Where any audit carried out under clause 5.3.5 above reveals that any overpayment has been made to ASL by the Approved Activity Provider, ASL shall be entitled to deduct all, or any part of, the cost of such inspection and audit from the amount of the overpayment before returning the balance (if any) to the Approved Activity Provider.
- 5.3.7 Approved Activity Providers may not, without the prior approval of the Charity, identify any element of the Activity Fee charged to Participants for the Services provided as a fee attributed to the Charity nor add any additional fee as a fee attributed to the Charity.

5.4 Payment Terms

- 5.4.1 Unless otherwise stated, the Approved Activity Provider shall pay all monies due to ASL within thirty (30) days of the date of each valid invoice submitted to the Approved Activity Provider.
- 5.4.2 All sums payable under this Agreement are exclusive of VAT (unless otherwise stated) which shall, where applicable, be payable in addition at the rate and in the manner from time to time prescribed by law.
- 5.4.3 All sums payable under this Agreement are non-refundable.
- 5.4.4 Notwithstanding any provision to the contrary, after the termination of this Agreement in accordance with the provisions in clause 10, ASL shall be entitled to all unpaid fees and/or interest payable under the terms specified in the Agreement within thirty (30) days' after the effective date of such termination.

5.5 Default of Payment

- 5.5.1 The Approved Activity Provider fails to pay (i) when and as required to be paid any fee due under this agreement, and/or (ii) any interest payable in the terms specified under this Agreement.
- 5.5.2 If any default occurs ASL may:

- (a) declare the commitment of ASL to make advances for this Agreement to be terminated whereupon such commitment and obligation under this Agreement shall be terminated; and/or
- (b) declare the unpaid amount of the outstanding fee, all interest accrued, and all other amounts owing or payable to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Approved Activity Provider; and/or
- (c) exercise all rights and remedies available to ASL under this Agreement or applicable in law and to pursue any and all available remedies for collection of such fees and interest, including but not limited to the exercise of all rights and remedies against the Approved Activity Provider.

5.5.3 To the extent permitted by applicable law, all remedies contained within this Agreement or by law afforded shall be cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law or in equity, or under any other instrument, document or agreement now existing or hereafter arising and all shall be available to ASL until the monies owed has been paid and satisfied in full. During the existence of a Default in Payment, interest shall accrue on fees due and owing from the date of the same until resolved, if resolution is allowed, at the default rate stated in the below.

5.5.4 If payment due under this Agreement is not paid within thirty (30) days' after its due date it shall be subject to a late payment interest charge of five percent (5.00%) of the total payment due. The Approved Activity Provider agrees to pay and stipulate that five percent (5.00%) of the total payment due is a reasonable amount for a late payment interest charge.

6. Advertising, Publicity and Reputation Management

6.1 The Approved Activity Provider may purchase advertising, at the market rate in force from time to time, in the DofE Magazine. The Approved Activity Provider may also have access to other marketing and promotional opportunities to be agreed with ASL and/or the Charity on a case by case basis.

6.2 The Approved Activity Provider shall be free to publicise the fact that it is an Approved Activity Provider and to use the designation "Approved Activity Provider for The Duke of Edinburgh's Award" and the Trade Marks, provided always that the Brand Guidelines are complied with. For the avoidance of doubt, the Approved Activity Provider may not use the Charity's other logos or brand names, only the Approved Activity Provider logo and any other Trade Marks as set out in the Schedule and made available to the Approved Activity Provider. The Approved Activity Provider may not release any press releases or other publicity material relating to ASL or the Charity without the prior written consent of the Charity (such consent not to be unreasonably withheld).

6.3 In the event of any accident or injury to a Participant, ASL and/or the Charity and the Approved Activity Provider shall discuss and agree the appropriate strategy for dealing with any potential negative publicity, including any negative publicity concerning the Charity and the DofE Programme. No press release or public comment shall be issued unless agreed with the Charity and/or ASL in writing in advance.

7. Insurance

The Approved Activity Provider undertakes to maintain in force a policy or policies of insurance with a reputable insurer for not less than £5 million against all liability for any single claim due to any damage to property or injury to persons arising from the acts or omissions of the Approved Activity Provider, the Staff or the Approved Activity Provider's agents, servants or other representatives in connection with the Approved Activity Provider's obligations under this Agreement (including those obligations the Approved Activity Provider owes to the Staff). For the avoidance of doubt, the policy shall include comprehensive third-party cover for each Participant and accompanying Approved Activity Provider leader. On request, a copy of the insurance policy certificate must be provided to ASL via the Charity and also made available on request for the Participants to view.

8. General Obligation and Warranties

8.1 The Approved Activity Provider hereby warrants, agrees and undertakes that:

- (a) it has the right and ability to enter and perform this Agreement;
- (b) it, including the Trainers and any of the Staff employed to provide the Services on behalf of the Approved Activity Provider shall possess the qualifications and competence necessary to provide the Services to the highest professional standards and in accordance with the terms of this Agreement, and the Approved Activity Provider shall ensure all of its Staff (including the Trainers) are kept up to date on all relevant developments and are re-trained as and when necessary;
- (c) each of its Staff members possess (i) an up to date First Aid certificate (where this is relevant to their role), such qualification to be renewed every three (3) years, and (ii) (if applicable) a Full UK Driving Licence and (iii) any and all other qualifications and/or experience necessary to carry out their role;
- (d) it shall provide the Services with all due professional skill and care and in accordance with all applicable legislation and good industry practice to be expected of an expert skilled in the provision of the Services;
- (e) it shall at the earliest opportunity draw to the attention of ASL or the Charity any particular requirements it needs to perform its obligations under this Agreement;
- (f) where relevant, it is a recognised member of, and where required holds licences from, the relevant authority or governing body of the Activity;
- (g) it shall do nothing (whether by act or omission) in the course of performing the Services and its obligations under this Agreement that may bring the Charity, ASL or the DofE Programmes into disrepute;
- (h) it shall maintain in place throughout the Term an adequate Safeguarding and/or Child Protection Policy (in accordance with the standards set out in clause 3.1) and ensure that all Staff are aware of and implement that policy; and
- (i) it shall provide the Services in a non-discriminatory manner that reflects the Charity's commitment to equal opportunities as set out in the DofE Handbook.

8.2 ASL warrants, agrees and undertakes that:

- (a) it has the right and ability to enter and perform this Agreement; and
- (b) it shall provide, via the Charity such help and assistance as is reasonably required by the Approved Activity Provider and which is notified to ASL or the Charity.

9. Liability and Indemnities

9.1 The Approved Activity Provider shall be responsible and liable at all times for the health and safety of each Participant while such Participant is under the care of the Approved Activity Provider.

9.2 Without prejudice to any rights or remedies of ASL, the Approved Activity Provider shall indemnify, and keep indemnified, ASL, the Charity, the Participants and the Licensed Organisation and DofE Centres fully against all claims, proceedings, actions, damages, costs, suits, demands, losses, liabilities, charges, expenses and any other liabilities incurred by or made against ASL or the Charity in respect of any loss, direct or indirect, or damage or personal injury which arises from any statements made, advice or information given or omitted to be given or anything done or omitted to be done by the Approved Activity Provider under or otherwise relating to the provision of the Services or any of the Approved Activity Provider's other obligations under this Agreement to the extent that such loss, damage or injury is caused by the Approved Activity Provider's negligence (whether caused by an act or

omission), breach of this Agreement (including breach of any warranty given in this Agreement) or any other wrongful act or omission of the Approved Activity Provider, the Staff or its associates, agents, servants and sub-contractors.

- 9.3 Neither ASL nor the Charity shall be liable for any matter arising as between the Approved Activity Provider and Participants. The Approved Activity Provider acknowledges that it shall be its responsibility to manage the relationship including entering into any contract with the Participants.
- 9.4 Without prejudice to any other provisions of this Agreement, neither ASL nor the Charity shall be liable for any act or omission of the Approved Activity Provider, whether or not such action was taken pursuant to any advice given by ASL or the Charity or in reliance on any materials provided by ASL or the Charity.
- 9.5 Nothing in this Agreement is intended and nor shall it be construed as an attempt by either party to exclude or limit its liability for any liability which cannot be excluded or limited under applicable law, including liability for death or personal injury caused by negligence or for fraud.

10. Term and Termination

- 10.1 This Agreement shall commence on the Commencement Date and shall, subject to clauses 10.2 and 10.3, continue in force until terminated by one party serving on the other no less than ninety (90) days' prior written notice, such termination to take effect on the expiry of such notice period.
- 10.2 Where the Approved Activity Provider serves notice of termination to ASL, as directed in 10.1 and subject to clause 10.2 notice must be written and served by the Licence Signatory, or person(s) of equivalent status within the Approved Activity Provider where the Licence Signatory is unavailable.
- 10.3 Each party shall be entitled to terminate this Agreement by written notice forthwith if:
- (a) the other enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof; or
 - (b) the other ceases or threatens to cease to carry on its business or is otherwise unable to meet its debts as they fall due; or
 - (c) the other party commits a material or persistent breach of this Agreement, and (in the case of a breach capable of remedy) such breach is not remedied within thirty (30) days of notice of the same.
- 10.4 ASL shall be entitled to terminate this Agreement by written notice forthwith if there shall be any change in Control of the Approved Activity Provider or any holding company of the Approved Activity Provider, where "Control" means the ability to direct and/or control the affairs, and/or secure the conduct of the affairs, of the Approved Activity Provider or any holding company (as the case may be) whether by virtue of contract, ownership of shares or otherwise.
- 10.5 The termination of this Agreement, however arising, shall be without prejudice to:
- (a) the rights and obligations of either party accrued prior to termination; and
 - (b) the operation of provisions hereof which expressly or impliedly have effect after termination.
- 10.6 The Approved Activity Provider shall co-operate fully with ASL or the Licensed Organisation before, during and after termination of this Agreement to facilitate so far as reasonably possible the continued provision of the Services, either by the Charity or through an alternative activity provider selected by ASL, the Charity or the Licensed Organisation. Without prejudice

to this obligation, the Approved Activity Provider shall, in addition, if requested by ASL or the Charity, continue to provide the Services to Participants who are at the date of termination receiving the Training and/or such further post-termination period as ASL, the Charity or the Licensed Organisation may request (such period not to exceed six (6) months) on the terms of this Agreement, including the terms of payment relating to the Activity Fee, the Participant Fee and the Licence Fee.

- 10.7 Subject to the requirements of clause 5.3.4, all materials bearing the Trade Marks or containing a reference to the name of ASL, the Charity or the DofE Programmes must be either delivered up to ASL and/or the Charity or destroyed (at the election of ASL and/or the Charity in its sole discretion), including in the case of electronic copies permanently deleted, either (i) in situations where this Agreement is terminated in accordance with clause 10.1, within the ninety (90) day notice period for termination referred to therein or (ii) in situations where this Agreement is cancelled or terminated pursuant to clauses 10.2. or 10.3, immediately upon termination. After termination of this Agreement in no event shall the Approved Activity Provider make or claim an association, commercial or non-commercial, to the DofE Programmes, ASL or the Charity, including (without limitation) creating an association through misleading statements or conduct.
- 10.8 On the termination of this Agreement the Approved Activity Provider shall return to ASL or the Charity all data provided to it by ASL or the Charity and all records kept by the Approved Activity Provider as part of its performance of the Services under this Agreement.

11. Data Protection

11.1. For the purpose of this Clause 11 "Data Protection Legislation" shall mean, as applicable:

- (a) The Data Protection Act 1998; or
- (b) Regulation (EU) 2016/679 of the European Parliament and of Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation "the GDPR") OJ119/1, 4.5.2016, together with any implementation of the above law of the United Kingdom.

The terms "Controller", "Data Subject", "Personal Data", "Processor", and "Subject Access Request" shall have the meanings attributed to them in the Data Protection Legislation, and "Processing" and "Process" shall be construed accordingly.

11.2. The Approved Activity Provider shall protect all personal data that it receives or creates as a result of providing the Services or otherwise in connection with this Agreement, and in particular shall:

- (a) comply at all times with the Data Protection Legislation and all other laws, enactments, regulations, orders and standards applicable to its processing of any personal data about Participants and/or any other persons pursuant to this Agreement;
- (b) take appropriate technical and organisational measures against unauthorised or unlawful processing of ant personal data and against accidental loss, theft, destruction of or damage to the personal data;
- (c) not use any personal data for purposes outside the Agreement or pass it to any third parties; and
- (d) observe any guidelines, procedures or policies provided to it by ASL and/or the charity in relation to the processing of personal data.

11.3. To the extent that ASL and/or the charity is the data controller of any personal data the Approved Activity Provider in addition shall:

- (a) process that personal data only in accordance with ASL's and/or the charity's instructions and the contents obtained from the relevant data subject, unless and until it obtains consent from that data subject to any additional processing; and
- (b) co-operate with and provide all reasonable assistance to ASL and/or the charity in relation to any complaint or request in relation to the processing of that personal data, and promptly inform ASL and/or the charity where any such complaint or request is received by it.

11.4. ASL and the Approved Activity Provider agree to co-operate and provide any necessary assistance to enable the other party to respond to a Subject Access Request and to deal with any Data Subject exercising any other rights under the Data Protection Legislation in accordance with such Data Protection Legislation.

11.5. In processing, using or sharing the data, the Approved Activity Provider shall abide by the charity's privacy policy, a copy of which can be supplied to the Approved Activity Provider on request.

12. Anti-Bribery

The Approved Activity Provider will not act in a manner (in particular when acting as an associated person of ASL or the Charity) that constitutes a breach of applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010. The Approved Activity Provider shall comply with any policies or procedures imposed by ASL or the Charity from time to time governing anti-bribery, and the Approved Activity Provider warrants that, in performing the Services, it will not induce or improperly reward any third party, including any public official, to act improperly. For the purposes of this clause to act improperly and the meaning of an "associated person" shall be interpreted in accordance with the Bribery Act 2010.

13. Third Party Rights

The Approved Activity Provider accepts and acknowledges that it is the intention that the Charity, DoFE Centres, the Licensed Organisation and/or any Participant may enforce any term of this Agreement that expressly or by implication confers a benefit on them by virtue of the Contracts (Rights of Third Parties) Act 1999.

14. General

14.1 Notices

Any notice, request or other document to be submitted under this Agreement shall be in writing and be delivered personally, sent by first class post or by e-mail and addressed to the person holding the post or title as noted on the Front Sheet, or such other address as that party shall notify in accordance with this Clause. The notice will be effective if posted on the second working day after posting and if sent by e-mail when the sender receives confirmation of receipt.

14.2 Assignment, sub-contracting etc

14.2.1 The Approved Activity Provider shall not, without the prior written consent of ASL, assign, sub-license, sub-contract or otherwise transfer to, or hold on trust for, any third party any of its rights or obligations under this Agreement.

14.2.2 ASL shall be entitled to sub-contract its obligations under this Agreement to the Charity.

14.3 Confidentiality

Save that the Approved Activity Provider shall be free to publicise its relationship with ASL and the Charity in accordance with clause 6, each of ASL, the Charity and the Approved Activity

Provider shall, save as may be required by law, keep confidential (without limit in time) both the terms of this Agreement and any confidential information of the other party which is obtained by them as a consequence of the Approved Activity Provider providing the Services, other than any information which is or becomes publicly available except as a consequence of the receiving party being in breach of this obligation.

14.4 Entire agreement

This Agreement together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes any prior agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter provided that this clause shall not operate to exclude either party's liability to the other for fraudulent misrepresentation. This Agreement may only be varied in writing if signed by each party's authorised representative.

14.5 Waiver

Failure or neglect by either party to enforce at any time any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of that party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice that party's rights to take subsequent action.

14.6 Severability

If any of the terms, conditions or provisions of this Agreement shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions or provisions which shall continue to be valid to the fullest extent permitted by law.

14.7 Relationship of the parties

Nothing contained in this Agreement shall be construed as establishing or creating between the Approved Activity Provider and ASL the relationship of employer and employee or principal and agent, it being understood that the position of the Approved Activity Provider in performing its obligations under this Agreement is that of an independent contractor. Except as expressly permitted by this Agreement, the Approved Activity Provider shall not have any authority to hold itself out as ASL or the Charity for any purpose whatsoever.

14.8 Law

The parties hereby agree that this Agreement shall be governed by and interpreted in accordance with English Law, and hereby submit to the exclusive jurisdiction of the English Courts.

The Schedule**The Trade Marks**

Registration/ Application No.	Trade Mark	Image
6642251	"DofE"	N/A (word mark)
EU6642251	The Duke of Edinburgh's Award	N/A (word mark)
6639306 (NB only the logo element of this mark is protected by trade mark registration)		

All Trade Marks must be used in conjunction with the Brand Guidelines as issued by the Charity from time to time.