



# AGREEMENT BETWEEN BLUE VENTURES (EXPEDITIONS) LIMITED AND THE VOLUNTEER

This Agreement is made on [REDACTED], 201[REDACTED] between:

- (1) Blue Ventures (Expeditions) Limited, a company registered in Scotland with registered number SC233112 whose registered office is at Caledonian Exchange, 19A Canning Street, Edinburgh, EH3 8HE (**BVE**); and
- (2) [REDACTED] (the **Volunteer**).

## BACKGROUND

- (A) The Volunteer has made a successful application and is due to participate in a BVE research expedition principally sited at Sarteneja and Bacalar Chico Marine Reserve, Belize (the **Expedition**) starting on [REDACTED] (the **Expedition Start Date**) and finishing on [REDACTED] (the **Expedition End Date**).
- (B) The Expedition is to be administered from the UK by BVE. Day-to-day running of the Expedition in Belize is the responsibility of BVE.
- (C) This Agreement sets out the terms on which the Volunteer will undertake the Expedition and the obligations of BVE in relation to the Volunteer.

IT IS AGREED as follows:

### 1. INTERPRETATION

In this Agreement:

- 1.1 **Additional Fee** means a fee over and above the Price which shall be added to the Price to cover SCUBA training that may need to be undertaken on the Expedition under clause 7.2;

**Application Form** means the application form submitted by the Volunteer to BVE when applying for the Expedition;

**BVE's Bank Account** means the bank account as notified by BVE to the Volunteer no later than 10 days before the relevant payment has to be made;

**BVE Diving Protocol** means the rules made available for inspection on-Site by BVE (and, in advance, on request to BVE) relating to diving activities carried out during the Expedition;

**BVE Guidelines** means the BVE Site Rules and the BVE Standards and Protocols made available for inspection on-Site by BVE (and, in advance, on request to BVE) relating to Expedition activities;

**BVE Site Rules** means the rules that apply to all staff and volunteers whilst working at the expedition site;

**BVE Standards and Protocols** means the BVE protocols listed in the operations manual including the BVE Diving Protocol, the cyclone protocol and the boat protocol;

**DAN Insurance** means valid and comprehensive Divers Alert Network (**DAN**) insurance available at <http://www.diversalertnetwork.org> or [www.daneurope.org](http://www.daneurope.org) or relevant Divers



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Alert Network regional office depending on the nationality of the volunteer, covering the Volunteer's SCUBA diving related activities during the Expedition;

**Departure** means the date on which the Volunteer leaves his country of residence to go on the Expedition;

**Deposit** means a deposit of £100;

**Description of Accommodation** means the description of the accommodation at the Site supplied to the Volunteer by BVE;

**Diving Certificate** means the certificate proving that the Volunteer has passed both practical and theoretical diving exams to at least the second scuba diving level (PADI Advanced Diver, BSAC Sports Diver, etc., or equivalent);

**Diving Manager** means the certified SCUBA instructor overseeing all diving related activities during the Expedition;

**Expedition Medical Form** means the volunteer medical form which BVE sends to the Volunteer requiring him to complete it and have it signed by a qualified medical doctor;

**Expedition Manager** means **Jerrod Jones** acting as the representative of BVE during the Expedition;

**Final Payment** means the Price minus the Deposit;

**Force Majeure Event** means any cause preventing BVE from performing any or all of their obligations under this Agreement which arise from or is attributable to either:

- (a) acts, events, omissions or accidents beyond the reasonable control of the prevented party including failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm; or
- (b) war, civil war, coup d'état, armed conflict or terrorist attack, nuclear, chemical or biological contamination but nothing else;

**Illegal** means illegal under the laws of England and Wales, Scotland or Northern Ireland or under the law of the country in which the Expedition is held;

**Itinerary** means the description of the Expedition supplied to the Volunteer by BVE;

**PADI Medical Form** means the medical statement form issued by PADI that BVE sends to the Volunteer requiring him to complete it and have it signed by a qualified medical doctor;

**PADI** means the Professional Association of Diving Instructors;

**Return** means the return of the Volunteer to his country of residence after the Expedition;

**Site** means the area operated by BE in Sateneja and Bacalar Chico Marine Reserve, Belize constituted by the BVE cabin accommodation, wash facilities, dive room and classroom;



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**Travel Insurance** means travel insurance valid in Belize covering accidents and liability to third parties, illness, loss or damage to possessions, any necessary repatriation costs and cancellation of the Expedition;

1.2 In this Agreement:

- (a) a reference to "**including**" or "**includes**" does not limit the scope of the meaning of the words preceding it; and
- (b) any reference imparting a gender includes the other gender.

### 2. PRICE

2.1 The Volunteer shall pay the **Price** to BVE. The Price will be confirmed by BVE on receipt of the Deposit, or on request to BVE.

### 3. COSTS

3.1 The Price has been calculated in accordance with recent exchange rates and local costs. Where before the Expedition Start Date there is:

- (a) an increase in costs due to any government action including new or increased taxes such as VAT; or
- (b) an increase in the price of fuel or staple goods; or
- (c) a fluctuation of applicable exchange rates,

resulting in increased costs in running or connected with the Expedition (**Increased Cost**), BVE may ask the Volunteer to pay part of the Increased Cost, in accordance with clauses 3.3 and 3.4.

3.2 If the Increased Cost is less than 10% of the Price then BVE shall bear the Increased Cost.

3.3 If the Increased Cost is 10% or more of the Price but less than 25% of the Price, BVE shall bear the first 10% of costs (**BVE's Contribution**) and the Volunteer shall pay the Increased Cost in excess of BVE's Contribution within 5 working days of notification by BVE.

3.4 If the Increased Cost is 25% or more of the Price, BVE shall pay BVE's Contribution and the Volunteer shall either pay the Increased Cost in excess of BVE's Contribution within 5 working days of notification by BVE or terminate this Agreement by notifying BVE in writing within 5 working days of the notification from BVE and clause 13 applies.

### 4. PAYMENT

4.1 Immediately following signing this Agreement the Volunteer shall pay the Deposit to BVE.

4.2 The Volunteer shall pay the Final Payment to BVE no later than the date six weeks before the Expedition Start Date or, if later, immediately following signing this Agreement.



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4.3 Any payment required to be made by the Volunteer under this Agreement shall be paid into BVE's Bank Account by direct transfer or cheque payable to BVE and shall only be deemed to have been received once it has been received in cleared funds.

### **5. INSURANCE**

5.1 The Volunteer shall provide BVE with proof, including policy numbers and emergency contact numbers:

- (a) of Travel Insurance no later than one month before the Expedition Start Date; and
- (b) of Divers Alert Network (DAN) Insurance from their regional representative before the Expedition Start Date.

5.2 The Volunteer agrees that if any event occurs which could reasonably be expected to give rise to a claim against BVE, the Volunteer must first make a claim under his Travel Insurance or DAN Insurance, as applicable.

### **6. MEDICAL INFORMATION**

6.1 The Volunteer shall submit an Expedition Medical Form and a PADI Medical Form (the **Medical Forms**), signed by qualified physicians, to BVE no later than one month after the date of this Agreement or one month before the Expedition Start Date, whichever is sooner.

6.2 The information provided on the Medical Forms must be correct and complete and must include details of all pre-existing medical conditions. If, at any time after completing the Medical Forms and before Departure, the Volunteer's medical condition should change, the Volunteer must notify BVE immediately, providing full details of the relevant change. If the Volunteer's medical condition changes after Departure, the Volunteer must notify BVE immediately, providing full details.

6.3 The Volunteer gives BVE authority to arrange any necessary medical or surgical treatments and to sign any required consent forms on their behalf in the case of an emergency. BVE shall not be liable for any medical or surgical treatment arranged or consented to under this clause.

### **7. DIVING AND SWIMMING REQUIREMENTS**

7.1 If the Volunteer has a Diving Certificate or will obtain one before Departure, he must submit it to BVE before Departure.

7.2 If the Volunteer does not submit his Diving Certificate in accordance with clause 7.1 or the Volunteer's diving qualifications are, in the reasonable opinion of BVE, of a lower standard than stated in his Application Form, BVE may charge an Additional Fee for SCUBA training under clause 7.2. The Volunteer must pay the Additional Fee to BVE before Departure, or where already on the Expedition, immediately and directly to BVE.

7.3 If the Volunteer does not have a Diving Certificate and will not acquire one before Departure, or where clause 7.2 applies, the Volunteer shall take part in SCUBA training organised by BVE whilst on the Expedition. The Volunteer may not take part in any diving activities until he has successfully obtained a Diving Certificate.



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7.4 The Volunteer must pass the camp swimming test before taking part in any diving activities in or on the water<sup>1</sup>.

### **8. CHANGES TO EXPEDITION**

8.1 Due to the nature of the Expedition, the Volunteer acknowledges that BVE may need to make certain alterations to the Expedition, Itinerary, services, training, meals, accommodation and other arrangements. BVE may make such alterations as reasonably required at any time.

8.2 Where any alteration referred to in clause 8.1 significantly alters the content of the Expedition as originally described to the Volunteer:

- (a) if the alteration is made prior to Departure, BVE shall notify the Volunteer as soon as reasonably practicable;
- (b) if made after Departure, BVE shall notify the Volunteer as soon as reasonably practicable,

and the Volunteer may terminate the Agreement and clause 13 applies.

8.3 BVE shall not be obliged to pay any compensation or refund to the Volunteer as a result of diving or marine opportunities being reduced because of changes to the Expedition made as a result of circumstances outside the control of BVE, including climatic conditions, unexpected equipment failure and/or a Force Majeure Event, and/or made to ensure the health and safety of the Volunteer and/or of the other members of the Expedition.

### **9. TRANSPORT TO AND FROM THE SITE**

9.1 If the Volunteer arrives in Sarteneja later than required in the Itinerary, the Volunteer must arrange and pay for his transfer to the Site.

9.2 The Volunteer is responsible for all transfer and repatriation costs if he chooses to leave the Expedition, or if BVE or the Volunteer terminates this Agreement before the scheduled transfer from Andavadoaka to Tulear on the Expedition End Date BVE will provide all reasonable assistance in organising such transfer and repatriation.

### **10. VOLUNTEER'S PARTICIPATION, BEHAVIOUR AND RESPONSIBILITIES**

10.1 The Volunteer must:

- (a) read all pre-departure briefing documentation and the pre-departure handbook issued by BVE;
- (b) comply with all legislation, visas, immigration, customs, and foreign exchange regulations of the countries visited during the Expedition;
- (c) abide by all reasonable rules, regulations and instructions issued by BVE, or their research teams and staff during the Expedition;
- (d) carry out all diving on Site in accordance with BVE Guidelines, under the instruction of the Diving Manager, and as described in the BVE Diving Protocol;

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<sup>1</sup> Details of the swimming test may be provided on request.



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- (e) carry out all research under the direction and guidance of BVE staff, and BVE staff in collaboration with other partners shall have control over the direction of the research programme;
- (f) behave responsibly and respectfully at all places during the Expedition including in and around Sarteneja, Belize, at BVE's partner hotels, and with BVE's partners.

### **10.2 The Volunteer must not:**

- (a) drink excessive alcohol on or off Site, or drink more than two units of alcohol on the day or night before diving;
- (b) commit any Illegal act [while on the Expedition];
- (c) be in possession of any Illegal substances; or
- (d) cause any damage to the accommodation, utilities or furniture on Site or the equipment used in the accommodation, in the classroom, equipment stores, field camp, on the boat or within the local community.

10.3 BVE may refuse to allow the Volunteer to participate in any activity at any time during an Expedition if, in BVE's reasonable opinion, the Volunteer's participation may pose a risk to the safety of others.

10.4 BVE may suspend or expel the Volunteer from the Expedition if the Volunteer carries out Illegal or unlawful acts, conducts himself in a manner which in BVE's reasonable opinion would bring, or has brought, the Expedition into disrepute or persists in conduct which in BVE's reasonable opinion is in substantial breach of the BVE Guidelines or of any clause of this Agreement.

10.5 The Volunteer shall be liable for any damage to or loss of BVE's equipment or property, and for any injuries to BVE staff, other volunteers, members of the local community or otherwise, which have been caused by his actions or omissions.

## **11. BVE RESPONSIBILITIES**

11.1 In return for payment of the Price, BVE shall, subject to the terms of this Agreement, provide or arrange:

- (a) accommodation and all meals at the Site for the Volunteer; and
- (b) all activities listed in the Itinerary.

11.2 BVE shall not provide or arrange for:

- (a) tips;
- (b) personal equipment;
- (c) obtaining a visa;
- (d) vaccinations;
- (e) transport in either direction between the Volunteer's country of residence and the Site;



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- (f) any activities not included in the Itinerary;
- (g) any purchases off Site;
- (h) additional food, drinks and refreshments during organised transits to and from the Site; or
- (i) soft drinks, bottled water, alcohol and any 'luxury items' on Site.

### **11.3 BVE shall:**

- (a) ensure that all equipment available for use by the Volunteer on Site is of a reasonable standard;
- (b) carry out appropriate safety checks in respect of that equipment; and
- (c) ensure certain BVE staff on Site will be qualified in rescue techniques.

### **11.4 BVE does not accept responsibility for or is liable to the Volunteer for losses arising in connection with:**

- (a) any activities undertaken by the Volunteer which are unsupervised and outside the scope of the Itinerary or undertaken against the express orders of BVE personnel, regardless of whether they are within the scope of the Itinerary or not;
- (b) damage to any personal property, including the Volunteer's luggage unless due to the negligence of BVE staff whilst acting within the course of their employment;
- (c) to the extent that this is permitted by law, for death, injury, illness or any other loss or damage caused by physical exertion for which a Volunteer is not prepared, consumption of alcohol, high altitude, lack of or limited access to medical attention in remote locations or the adequacy of medical attention once provided, or due to the fault of the Volunteer, the actions of someone unconnected with the Expedition, or due to unusual or unforeseeable circumstances beyond the control of BVE, the consequences of which could not have been avoided even if all due care had been exercised, or an event which BVE could not have anticipated or avoided;
- (d) any Force Majeure Event; or
- (e) the failure by the Volunteer to comply with this Agreement.

## **12. COMPLAINTS**

12.1 If the Volunteer wishes to make a complaint during the Expedition, he shall advise the Expedition Manager immediately.

12.2 If the Volunteer is not satisfied with the response of the Expedition Manager, he shall notify BVE in writing within 28 days of his Return, including all relevant information.

12.3 Failure to follow the procedure set out in 13.1 and 13.2 may prevent BVE from being able to resolve any problems and may therefore prejudice any future claim that the Volunteer may make against BVE.

## **13. TERMINATION**



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### **Termination by BVE with refund**

- 13.1 BVE may terminate this Agreement before Departure for any reason (including because there are insufficient people taking part in the Expedition) by giving notice in writing to the Volunteer.
- 13.2 If BVE terminates this Agreement under clause 13.1, BVE shall refund all moneys paid by the Volunteer.
- 13.3 BVE will not be required to pay the Volunteer any other losses, costs or expenses (including any consequential or indirect losses) arising as a result of termination by either party.

### **Termination by BVE without refund**

- 13.4 BVE may terminate this Agreement and, subject to clause 13.1, shall not be obliged to refund any moneys already paid by the Volunteer to BVE if:
- a) the Volunteer does not pay the Increased Cost in accordance with clause 3.3;
  - b) the Volunteer does not pay the Final Payment in accordance with clause 4.2;
  - c) the Volunteer does not comply with the insurance provisions in accordance with clause 5.1;
  - d) the Volunteer does not comply with clauses 6.1 or 6.2 in relation to the provision of medical information;
  - e) upon BVE's receipt of the Medical Forms or subsequent information about the Volunteer's medical condition, it is the reasonable opinion of BVE and/or that the Volunteer is not medically fit to take part in the Expedition or activities connected with the Expedition;
  - f) after the start of the Expedition, it is the reasonable opinion of BVE that the Volunteer is not sufficiently fit, healthy or able to complete an Expedition without affecting its safety, or the enjoyment of fellow volunteers or staff members (in which case the Expedition Manager may ask the Volunteer to leave the Expedition);
  - g) the Volunteer does not pay the Additional Fee for SCUBA training in accordance with clause 6.3;
  - h) in BVE's reasonable opinion, the Volunteer's behaviour is detrimental to the aims of the Expedition or is jeopardising the safety and welfare of other volunteers, BVE staff or the local community or any person's property;
  - i) the Volunteer has been expelled from the expedition under clause 10.4;
  - j) due to an unresolved complaint, the Volunteer chooses to leave the Expedition before its completion.

### **Termination by Volunteer**

- 13.5 The Volunteer may terminate this Agreement:
- (a) under clause 3.4, if the Increased Cost is 25% or more of the Price, in which case BVE shall refund all moneys paid by the Volunteer to BVE;



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- (b) under clause 8.2, if the content of the Expedition as originally described to the Volunteer has changed substantially, in which case BVE shall refund the Price minus a pro-rata amount for any time already spent on the Expedition, unless BVE has procured an alternative expedition which is substantially the same as the Expedition as originally described to the Volunteer, in which case no refund shall be due or payable;
- (c) at any time and for any reason before the Final Payment date, by giving notice to BVE, in which case BVE shall not be obliged to refund the deposit;
- (d) at any time and for any reason after the Final Payment date but before Departure, by giving notice to BVE, in which case BVE shall refund the Price minus any costs already incurred by BVE. Volunteer acknowledges that because of the nature of the work carried on by BVE, the refund which BVE will be able to offer will be small;
- (e) at any time and for any reason after Departure, by giving notice to the Expedition Manager as soon as is reasonably possible, in which case neither BVE shall not be required to refund any moneys paid by the Volunteer to BVE.

13.6 BVE will not be required to pay the Volunteer any other losses, costs or expenses (including any consequential or indirect losses) arising as a result of termination by either party.

### **14. INTELLECTUAL PROPERTY AND DATA PROTECTION**

14.1 The data and/or information collected during the Expedition is for research and scientific projects run by BVE. The Volunteer shall have no intellectual property rights in any of the data and/or information collected during the Expedition and will not publish, duplicate in any form (including by photocopy, copy or electronic transfer), render public or use for any personal or academic use any data/information collected, without the prior written permission of the directors of BVE.

14.2 The Volunteer authorises BVE to use, sell and/or publish any data, photographs, videos or film collected by the Volunteer during the Expedition, including any photographs, video or film footage that shows the Volunteer in whole or part for any purpose without any form of financial payment.

### **15. ADDRESSES**

The contact, address and phone numbers for each party for the purposes of submission of notices, permissions, documents and other communications under or in connection with this Agreement are:

a) in the case of BVE as follows:

Address: 309A/B Aberdeen House, 22-24 Highbury Grove, London N5 2EA

Telephone: 0044 (0)20 7359 1287

Attention: Richard Nimmo

### **16. GENERAL**



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- 16.1 The Volunteer warrants that all information submitted by him to BVE is true, complete and accurate in all respects.
- 16.2 The Volunteer agrees that any activity he undertakes in connection with the Expedition, whether on his own or under the guidance of any member of the BVE staff, is undertaken at his own risk.
- 16.3 The Volunteer acknowledges receipt of the Pre-Departure Handbook and confirms that he will read and become familiar with its contents before the Expedition Start date.
- 16.4 The parties agree that any and all special requirements of the Volunteer which have been discussed and accepted BVE before entering into this Agreement are set out in the Schedule to this Agreement. BVE will use their reasonable endeavours to accommodate these special requirements.
- 16.5 In signing this Agreement, the Volunteer warrants that he has read and fully understands all terms and conditions of this Agreement and that he has not relied on any oral representations, statements or inducements apart from those contained in this Agreement.
- 16.6 BVE intends to rely upon the written terms set out in this Agreement. If the Volunteer requires any changes, he must request that these are put in writing.
- 16.7 None of the rights or obligations under this Agreement may be assigned or transferred without the prior written consent of the other party.
- 16.8 In the event that any of the provisions of this Agreement are held to be invalid under any applicable statute or rule of law, such provisions will be omitted from this Agreement without affecting the validity or enforceability of any remaining clauses.
- 16.9 This Agreement is governed and construed in accordance with English Law and both parties agree to submit to the exclusive jurisdiction of the English courts in the event of any dispute concerning any aspect of the Expedition.
- 16.10 A person who is not party to this Agreement may not enforce any of its terms under the Contract (Rights of Third Parties) Act 1999.
- 16.11 If the Volunteer is under 18, this Agreement must also be signed by a parent or guardian with the authority to sign on the Volunteer's behalf who agrees that they have read and understood the terms and conditions of this Agreement and will ensure that the Volunteer complies with the Agreement and is bound by its terms.

### **BLUE VENTURES (EXPEDITIONS) LIMITED'S SIGNATURE**

SIGNED by:

for Blue Ventures (Expeditions) Ltd, Managing Director

Name: Richard Nimmo

Date: 02-February-2009



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**VOLUNTEER’S SIGNATURE**

***If you are 18 or over please complete Section 1.***

**SECTION 1**

SIGNED by: .....

Name [*please print*]: .....

Date: .....

[in the presence of:]

Witness's signature: .....

Name: [*please print*]: .....

Address: .....

.....

Date: .....

***If you are under 18 please complete Section 2.***

**SECTION 2**

SIGNED by: .....

Name [*please print*]: .....

Date: .....

[in the presence of:]

Witness's signature: .....

Name [*please print*]: .....

Address: .....

.....

Date: .....

SIGNED by [Parent’s/Guardian’s signature] .....

Name [*please print*]: .....

Date: .....