



AGREEMENT BETWEEN BLUE VENTURES (EXPEDITIONS) LIMITED, TIOMAN DIVE CENTRE AND THE VOLUNTEER

This Agreement is made on [REDACTED] 200[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) Way Out Creations (Tioman Dive Centre), a company registered in Malaysia, whose registered address is 10th Floor, Bangunan Yee Seng, 15 Jalan Raja Chulan, Kuala Lumpur (**TDC**) ; and
- (3) [REDACTED]
[REDACTED]
[REDACTED] (the **Volunteer**).

BACKGROUND

- (A) The Volunteer has made a successful application and is due to participate in a joint BVE/TDC research expedition principally sited at Tioman Island, Malaysia (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 Malaysia is the responsibility of TDC.
- (C) This Agreement sets out the terms on which the Volunteer will undertake the Expedition and the obligations of BVE and TDC 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 (as agents of TDC) when applying for the Expedition;

BVE's Bank Account means bank account details as notified by BVE (as agents of TDC) 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 TDC (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 TDC (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 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 or relevant Divers Alert Network regional office



AGREEMENT BETWEEN BLUE VENTURES (EXPEDITIONS) LIMITED, TIOMAN DIVE CENTRE AND THE VOLUNTEER

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 per person;

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 Katie Yewdall acting as the representative of TDC during the Expedition;

Final Payment means the Price minus the Deposit;

Force Majeure Event means any cause preventing either TDC or 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 TDC on Tioman Island, Malaysia constituted by the TDC dive cabin, accommodation, wash facilities and classroom;

Travel Insurance means travel insurance valid in Malaysia 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:



AGREEMENT BETWEEN BLUE VENTURES (EXPEDITIONS) LIMITED, TIOMAN DIVE CENTRE AND THE VOLUNTEER

- (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** as confirmed by BVE (on behalf of TDC) by email 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 (on behalf of TDC) 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 TDC 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, TDC shall bear the first 10% of costs (**TDC's Contribution**) and the Volunteer shall pay the Increased Cost in excess of TDC's Contribution within 5 working days of notification by BVE (as agent for TDC).
- 3.4 If the Increased Cost is 25% or more of the Price, TDC shall pay TDC's Contribution and the Volunteer shall either pay the Increased Cost in excess of TDC's Contribution within 5 working days of notification by BVE (as agent for TDC) 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 (as agent for TDC).
- 4.2 The Volunteer shall pay the Final Payment to BVE (as agent for TDC) no later than the date six weeks before the Expedition Start Date or, if later, immediately following signing this Agreement.
- 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. BVE shall collect such payment as agent for TDC.

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 DAN Insurance before the Expedition Start Date.



AGREEMENT BETWEEN BLUE VENTURES (EXPEDITIONS) LIMITED, TIOMAN DIVE CENTRE AND THE VOLUNTEER

5.2 The Volunteer agrees that if any event occurs which could reasonably be expected to give rise to a claim against BVE or TDC, 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 TDC immediately, providing full details.

6.3 The Volunteer gives TDC and/or 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. Neither TDC nor BVE shall 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 TDC and/or BVE, of a lower standard than stated in his Application Form, BVE (as agent for TDC) may charge an Additional Fee for SCUBA training under clause 7.2. The Volunteer must pay the Additional Fee to BVE (as agent for TDC) before Departure, or where already on the Expedition, immediately and directly to TDC.

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 TDC whilst on the Expedition. The Volunteer may not take part in any diving activities until he has successfully obtained a Diving Certificate.

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

8. CHANGES TO EXPEDITION

8.1 Due to the nature of the Expedition, the Volunteer acknowledges that TDC and/or BVE may need to make certain alterations to the Expedition, Itinerary, services, training, meals, accommodation and other arrangements. TDC and/or 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, TDC shall notify the Volunteer as soon as reasonably practicable,

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

8.3 Neither TDC nor BVE shall 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



AGREEMENT BETWEEN BLUE VENTURES (EXPEDITIONS) LIMITED, TIOMAN DIVE CENTRE AND THE VOLUNTEER

outside the control of TDC or 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 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 TDC, BVE or the Volunteer terminates this Agreement before the scheduled Expedition End Date and TDC and 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 TDC, 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;
- (e) carry out all research under the direction and guidance of TDC staff, and TDC staff in collaboration with BVE 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 Tioman Island, Malaysia, at TDC's partner hotels, and with TDC's and 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 TDC may refuse to allow the Volunteer to participate in any activity at any time during an Expedition if, in TDC's reasonable opinion, the Volunteer's participation may pose a risk to the safety of others.

10.4 TDC 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 TDC's reasonable opinion would bring, or has brought, the Expedition into disrepute or persists in conduct which in TDC's reasonable opinion is in substantial breach of the BVE Guidelines or of any clause of this Agreement.



AGREEMENT BETWEEN BLUE VENTURES (EXPEDITIONS) LIMITED, TIOMAN DIVE CENTRE AND THE VOLUNTEER

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

11. TDC RESPONSIBILITIES

11.1 In return for payment of the Price, TDC 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 TDC 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;
- (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 TDC 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 TDC staff on Site will be qualified in rescue techniques.

11.4 Neither TDC nor BVE accepts 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 TDC or 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 TDC 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 TDC or BVE, the



AGREEMENT BETWEEN BLUE VENTURES (EXPEDITIONS) LIMITED, TIOMAN DIVE CENTRE AND THE VOLUNTEER

consequences of which could not have been avoided even if all due care had been exercised, or an event which TDC 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 TDC and BVE from being able to resolve any problems and may therefore prejudice any future claim that the Volunteer may make against TDC or BVE.

13. TERMINATION

Termination by BVE or TDC with refund

- 13.1 BVE, with the agreement of TDC, 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, TDC shall pay to BVE all moneys attributable to that Volunteer that have been paid to it by BVE and BVE shall refund all moneys paid by the Volunteer to BVE (as agent for TDC).
- 13.3 Neither TDC nor BVE will 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 or TDC without refund

- 13.4 TDC and/or 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 (as agent for TDC) 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 TDC 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 TDC 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);



AGREEMENT BETWEEN BLUE VENTURES (EXPEDITIONS) LIMITED, TIOMAN DIVE CENTRE AND THE VOLUNTEER

- g) the Volunteer does not pay the Additional Fee for SCUBA training in accordance with clause 6.3;
- h) in TDC'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, TDC 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 TDC shall pay to BVE all moneys attributable to that Volunteer that have been paid to it by BVE and BVE shall refund all moneys paid by the Volunteer to BVE (as agent for TDC);
- (b) under clause 8.2, if the content of the Expedition as originally described to the Volunteer has changed substantially, in which case BVE (as agent for TDC) 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 neither BVE nor TDC shall 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 (as agent for TDC) shall refund the Price minus any costs already incurred by BVE and TDC. Volunteer acknowledges that because of the nature of the work carried on by BVE and TDC, the refund which TDC 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 nor TDC shall be required to refund any moneys paid by the Volunteer to BVE (as agent for TDC).

13.6 Neither TDC nor BVE will 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 and TDC. 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 and TDC.
- 14.2 The Volunteer authorises BVE and TDC 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.



AGREEMENT BETWEEN BLUE VENTURES (EXPEDITIONS) LIMITED, TIOMAN DIVE CENTRE AND THE VOLUNTEER

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: 2D Aberdeen Studios, Aberdeen Centre, 22-24 Highbury Grove, London N5 2EA

Telephone: +44 (0)20 3176 0548

Attention: Richard Nimmmo

b) in the case of TDC as follows:

Address: Tioman Dive Centre, Kampong Tekek, Tioman Island, Pahang, Malaysia

Telephone: +609 4191 228

Attention: Katie Yewdall

c) in the case of the Volunteer as follows:

Address: [REDACTED]
[REDACTED]
[REDACTED]

Telephone: [REDACTED]

16. GENERAL

- 16.1 The Volunteer warrants that all information submitted by him to BVE and/or TDC 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 TDC 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 by TDC and BVE before entering into this Agreement are set out in the Schedule to this Agreement. TDC and 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 TDC and BVE intend 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.



AGREEMENT BETWEEN BLUE VENTURES (EXPEDITIONS) LIMITED, TIOMAN DIVE CENTRE AND THE VOLUNTEER

- 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.

TIOMAN DIVE CENTRE'S SIGNATURE

SIGNED

for Tioman Dive Centre

Name: Katie Yewdall

Date: 21st January 2009

BLUE VENTURES (EXPEDITIONS) LIMITED'S SIGNATURE

SIGNED

for Blue Ventures (Expeditions) Ltd

Name: Richard Nimmo, Managing Director

Date: 21st January 2009



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: