

TERMS AND CONDITIONS
DIRECTLY LICENSED CENTRE LICENCE

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:

"Agreement"	means this agreement, including the Front Sheet, the Schedule and any documents referred to in it;
"Approved Activity Provider"	means an organisation appointed by ASL or the Charity as an approved provider of a section (or sections) of the DofE Programmes;
"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 supplied to the Directly Licensed Centre;
"Directly Licensed Centre"	means the location, as stated on the Front Sheet, 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 Directly Licensed Centre; references in this Agreement to a Directly Licensed Centre shall include the owners, organisers and other persons with responsibility for the Directly Licensed Centre as the context so admits;
"DofE Award"	means the certified recognition by the Charity of a Participant's achievement in a DofE Programme, categorised, depending on the level of the relevant DofE Programme and according to the Participant's level of achievement, as a Bronze, Silver or Gold Award;
"DofE Award Verifier"	means the person appointed by the DofE Licence Holder and approved by the DofE Regional Director (in England) or the DofE Country Director (for Scotland, Northern Ireland or Wales) (as appropriate) to be responsible for the verification and awarding of DofE Awards;
"DofE Co-ordinator"	means the person who sets up the DofE groups in a centre, oversees their operation and supports the DofE Leaders;
"DofE Country Director"	means the individual appointed by ASL or the Charity to have overall responsibility for delivery of the DofE Programmes in a home nation (Northern Ireland, Scotland and Wales);
"DofE Expedition Assessor"	means a person accredited by the Charity under the Expedition Assessor Accreditation Scheme as being qualified to assess Participants whilst they are undertaking their expedition, and who is registered as such with the Directly Licensed Centre;
"DofE Group"	means a group of young people based in a Directly Licensed Centre who are working together on a DofE Programme;

"DofE Handbook"	means ' <i>The Handbook for DofE Leaders</i> ' (as may be updated from time to time) which outlines the current requirements and conditions of the DofE Programmes;
"DofE Leader"	means the person who assumes responsibility for a DofE group operating at a Directly Licensed Centre and/or other such location;
"DofE Licence Holder"	means the person responsible for signing this Agreement and holding responsibility for such adherence to the terms of this Agreement. This person is to be the Head Teacher or another suitable role of an equal or higher level within the Directly Licensed Centre;
"DofE Magazine"	means the magazine relating to the DofE Programme and aimed at DofE Leaders, DofE Co-ordinators and DofE Managers, a copy of which will be supplied to the Directly Licensed Centre for distribution to Leaders;
"DofE Manager"	means the person designated as the Manager of DofE in the Directly Licensed Centre, and who assumes overall responsibility for all DofE Groups in that location; in the case of a Directly Licensed Centre, the DofE Manager also undertakes the role of DofE Centre Co-ordinator;
"DofE Manager Resource Pack"	means information detailing the duties of the DofE Manager, a copy of which shall be supplied to the Directly Licensed Centre;
"DofE Programme(s)"	means a series of activities covering different sections 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);
"DofE Regional Director"	means the individual appointed by ASL or the Charity to have overall responsibility for delivery of the DofE Programmes in a region of England (as specified from time to time by ASL or the Charity);
"eDofE"	means the online management system created by the Charity to assist Directly Licensed Centres and used by DofE Groups to record Participants' DofE Programme activity;
"Front Sheet"	means page 1 of this Agreement, which sets out certain important details applicable to the Agreement;
"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 by any staff appointed by the Directly Licensed Centre to assist in delivering the DofE Programme(s);

"Operating Area"	means the area of the United Kingdom stated on the Front Sheet from which Participants may undertake DofE Programmes with the Directly Licensed Centre under this Agreement;
"Participant"	means an individual who participates in a DofE Programme;
"Participation Place"	means a place issued to the Participants by the Directly Licensed Centre on their enrolment in a DofE Programme;
"Quality Review"	means a check carried out by ASL or the Charity either as part of the re-licensing process or as an operational quality support check;
"Services"	means all the services to be provided by the Directly Licensed Centre as set out in this Agreement and as may be agreed between the parties from time to time, including those services set out in clause 3;
"SLA"	means a written Service Level Agreement for the supply of additional services by the Charity to the Directly Licensed Centre;
"Staff"	means employees of the Directly Licensed Centre and (without limitation) any assessor, supervisor, instructor, volunteer or other person appointed by the Directly Licensed Centre to assist in the delivery of the DofE Programmes;
"Trade Marks"	means the trade marks listed in Schedule 3 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 Directly Licensed Centre; 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

- 2.1 For the duration of the Term, ASL appoints the Directly Licensed Centre to deliver DofE Programmes in the Operating Area (based in the Directly Licensed Centre only) and to perform the Services for the benefit of the Participants.

3. Principal Conditions of the Directly Licensed Centre Licence

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

3.1. Aim of the DofE Programmes

In delivering DofE Programmes the Directly Licensed Centre shall:

- 3.1.1. comply with, and ensure compliance by Staff, agents and contractors with, the rules set out in the DofE Handbook;
- 3.1.2. use its best endeavours to support the achievement of the Charity's overall aim as expressed in its Mission Statement; and
- 3.1.3. comply with all reasonable instructions issued by either ASL or the Charity concerning the content, operation, implementation and development of DofE Programmes.

3.2. Delivery and Administration

The Directly Licensed Centre shall:

- 3.2.1. identify a suitable candidate to be the DofE Manager, which shall include ensuring that all reasonable background checks and enquiries have been made to the satisfaction of the Directly Licensed Centre;
- 3.2.2. subject to clause 3.2.1, appoint the DofE Manager, who shall be responsible for all matters relating to the delivery of the DofE Programmes, and afford the DofE Manager sufficient time to fulfil the duties of this role as set out in the DofE Manager Resource Pack, including attending at least one compulsory regional meeting per year and responding promptly to requests issued by ASL or the Charity's Country/Regional offices;
- 3.2.3. use eDofE to administer DofE Programmes
- 3.2.4. ensure that the DofE Manager attends training with ASL or the Charity, provide a copy of the DofE Manager Resource Pack to each DofE Manager, and enable (and if required, provide all necessary assistance for) the DofE Manager to train an assistant DofE Manager to act in place of the DofE Manager in the DofE Manager's absence (whether on holiday, sick leave or otherwise)
- 3.2.5. supply ASL or the Charity with up-to-date contact details (including an email address) for the DofE Manager, and ensure these are always up-to-date, as well as giving the DofE Manager access to all hardware, software and network connections necessary to enable access to eDofE;
- 3.2.6. distribute the Participation Places to the Participants, including providing a Welcome Pack with background information on the DofE Programmes and an accompanying eDofE registration, at a price no greater than the rate set by and published by ASL or the Charity. If the Directly Licensed Centre wishes to impose a higher charge than that set by ASL or the Charity, it shall

make clear at the earliest opportunity possible that the extra cost is being levied by the Directly Licensed Centre to contribute to the Directly Licensed Centre's costs in delivering the DofE Programmes;

- 3.2.7. maintain systems for dealing with enquiries from prospective Participants, set reasonable deadlines for response times to be adhered to by the DofE Manager and Staff and, if necessary, set up a waiting list procedure for entry to the DofE Programmes;
- 3.2.8. actively promote the Charity and DofE Programmes to potential Participants in the Directly Licensed Centre; the Directly Licensed Centre may recruit participants from outside of their centre (e.g. not a pupil or member of their centre) but only with the express written agreement of the relevant DofE Regional Director or DofE Country Director in advance; for the avoidance of doubt, the Directly Licensed Centre may not manage, run or otherwise support DofE Programme activity in another establishment that is not the Directly Licensed Centre; and
- 3.2.9. subject to clause 3.3, only use Staff or Approved Activity Providers (details of which will be supplied to the Directly Licensed Centre by ASL or the Charity) to provide expeditions and expedition-related activities to be undertaken by the Participants as part of their DofE Programmes.

3.3. **Approved Activity Providers**

- 3.3.1. Pursuant to clause 4.1.8, ASL shall maintain a list of Approved Activity Providers whom the Directly Licensed Centre (and/or any DofE Group) may engage to deliver expeditions or other activities.
- 3.3.2. Where the Directly Licensed Centre wishes or is required to engage an Approved Activity Provider to provide expeditions (or elects to engage an Approved Activity Provider to provide other activities) to be undertaken by the Participants as part of their DofE Programmes:
 - 3.3.2.1. the Directly Licensed Centre must itself enter into a direct, independent contractual arrangement with the Approved Activity Provider;
 - 3.3.2.2. the Directly Licensed Centre acknowledges that the Approved Activity Provider's delivery of the activity as part of the DofE Programmes, where it does not conflict with any conditions of this Agreement, is pre-approved by ASL or the Charity. Nonetheless, Directly Licensed Centres must raise concerns that they may have in writing to ASL or the Charity concerning the Programmes or provision of Programmes by Approved Activity Providers; and
 - 3.3.2.3. the Directly Licensed Centre hereby undertakes that before it engages any Approved Activity Provider to assist in delivering a section of the DofE Programme the Directly Licensed Centre shall be solely responsible for assessing, in the light of its own requirements and objectives, the skill, expertise (including in health and safety matters) and suitability of the Approved Activity Provider and its staff to perform the services it requires before entering any contractual arrangements with that Approved Activity Provider (and neither ASL nor the Charity shall have any liability to the Directly Licensed Centre in relation to the actions or omissions of an Approved Activity Provider).
- 3.3.3. Where the Directly Licensed Centre elects to engage an activity provider that is not on the list of Approved Activity Providers maintained by ASL pursuant to clause 4.1.8. (which, for the avoidance of doubt, is not permitted in respect of expeditions), the Directly Licensed Centre will be solely responsible for assessing the suitability of any independent activity provider used.
- 3.3.4. Where a Participant makes independent arrangements for undertaking activities as part of their DofE Programme, the Participant, or their parent or guardian will be responsible for assessing the suitability of any independent activity provider used; and
- 3.3.5. The Directly Licensed Centre shall provide to the DofE Leaders details of the Approved Activity Providers. Where ASL has informed the Directly Licensed Centre that it must not use a particular Approved Activity Provider, the Directly Licensed Centre must immediately cease to use and/or promote that activity provider in relation to the delivery of DofE Programmes.

- 3.3.6. If any member of the Directly Licensed Centre staff also maintains a role within an Approved Activity Provider, 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 Directly Licensed Centre. The Directly Licensed Centre shall notify any such conflicts of interest to ASL and/or the Charity as soon as they are identified.

3.4. **DofE Leaders**

The DofE Manager shall:

- 3.4.1. identify suitable candidates to be DofE Leaders, which shall include ensuring that all reasonable background checks and enquiries have been made to the satisfaction of the Directly Licensed Centre;
- 3.4.2. ensure DofE Leaders are appointed to lead the DofE groups, and throughout the Term provide and update the DofE Leaders with information concerning the DofE, including the Charity's commitment to Participants, access to the Charity's literature and the DofE Magazine; and
- 3.4.3. be responsible for facilitating training for the DofE Leaders, in accordance with the Modular Training Framework, and for ensuring that the DofE Leaders attend further relevant training as his or her role and responsibilities develop.

3.5. **Welfare of the Participants**

- 3.5.1. The Directly Licensed Centre shall adopt, and at all times implement and ensure the Staff adhere to, a Child Protection Policy, together with operational procedures, that incorporates appropriate checks including those set out in clause 3.5.3., complies with all applicable law and legislation and reflects good industry practice.
- 3.5.2. The Directly Licensed Centre shall ensure that adequate systems are in place to protect the health and safety of Participants and Staff and that these comply with all applicable law and legislation.
- 3.5.3. The Directly Licensed Centre 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 (as amended by the Protection of Freedoms Act 2012), Protection of Vulnerable Groups (Scotland) Act 2007 and Safeguarding of Vulnerable Groups (Northern Ireland) Order 2007 (as amended by the Protection of Freedoms Act 2012), are not barred from doing so. The Directly Licensed Centre 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.
- 3.5.4. If ASL or the Charity have concerns about the conduct or the ability of a member of Staff to undertake his or her role they shall (in writing) make their concerns known to the Directly Licensed Centre who shall, within a reasonable time:
- 3.5.4.1. investigate those concerns and take appropriate action according to their policies and procedures; and
- 3.5.4.2. notify ASL and/or the Charity of the actions taken following the investigation.

3.6. **Standards and Quality**

- 3.6.1. The Directly Licensed Centre shall ensure that systems are in place to:
- (a) monitor the standards and credibility of the delivery of the DofE Programmes;
- (b) record complaints and to deal quickly and efficiently with those complaints, whether made by a Participant or any other individual; and

- (c) notify and report matters, including complaints, concerning the delivery of the DofE Programmes to ASL or the Charity, in particular in the event of any accident or damage caused to or by the Directly Licensed Centre, the Participants or any third parties.

The Directly Licensed Centre 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.

3.7. **Authorise Awards**

- 3.7.1. The Directly Licensed Centre shall be responsible for checking the progress of a Participant through a DofE Programme and verifying compliance with the DofE Handbook or the Charity's other requirements as may be communicated to the Directly Licensed Centre from time to time.
- 3.7.2. The Directly Licensed Centre shall appoint a DofE Award Verifier to verify and approve DofE Awards on behalf of the Directly Licensed Centre. The proposed appointment of the DofE Award Verifier must be submitted to the DofE Regional Director or DofE Country Director (as applicable) for their approval and authorisation to approve awards in eDofE. More than one DofE Award Verifier may be appointed in a Directly Licensed Centre. A DofE Award Verifier may not verify or approve DofE Awards for any Participants they have trained, led, supervised or assessed at any stage.

The DofE Manager for the Directly Licensed Centre cannot be the DofE Award Verifier for any Participants at the Directly Licensed Centre (except during the first year of this Licence when the DofE Manager may also undertake the role of DofE Award Verifier until a suitable person is identified for the role. Transition to the DofE Award Verifier should be achieved as soon as possible and no later than one year after the date of the signing of this agreement).

- 3.7.3. The Directly Licensed Centre shall be responsible for authorising and issuing the badges and certificates to recognise Participants' completion of DofE Bronze or Silver Awards. The Directly Licensed Centre shall only recognise a Participant's completion of a DofE Gold Award if it has first verified that Participant's compliance with the DofE Handbook, submitted details of that Participant's progress to the relevant Regional or Country office of the Charity and received authorisation from that office to recognise the Participant's achievement with a DofE Gold Award.
- 3.7.4. For the purposes of this clause the Directly Licensed Centre shall maintain a system for regulating the issue of badges and certificates and arrange appropriate presentation ceremonies. The Directly Licensed Centre must issue the badges and certificates and hold the DofE Award presentations within the time limits agreed with their DofE Regional Director or DofE Country Director (as applicable).

3.8. **Staff**

- 3.8.1. The Directly Licensed Centre shall interview and assess all Staff before they are appointed to assist in the delivery of the DofE Programmes to ensure that the Staff are appropriately qualified and/or experienced for the role such Staff are to undertake in connection with the Services. An indication of the number of employees and volunteers required is set out in Schedule 1, together with a brief indication of the likely roles such Staff will perform.
- 3.8.2. The Directly Licensed Centre shall be responsible for ensuring all Staff are sufficiently qualified for the role they are to perform and are familiar with the DofE Programme. All Staff must undergo an induction to the DofE Programmes, attend appropriate training relevant to the responsibilities involved and, as a minimum, the Directly Licensed Centre must train Staff to the level required by the Modular Training Framework. In the event that the Directly Licensed Centre is unable to provide such training to the standard required, ASL or the Charity shall provide the training in consideration of payment as provided under clause 5.2. The courses that the Directly Licensed Centre may need shall be agreed in good faith between the parties at the relevant time.

3.8.3. The Directly Licensed Centre shall only use as DofE Expedition Assessors individuals trained and approved by the Directly Licensed Centre for that purpose, having passed the necessary training as outlined in the Modular Training Framework, or who work on behalf of an Approved Activity Provider or are a member of the Assessors Network.

3.8.4. All training undertaken by the Staff must be recorded. A record must also be retained of all volunteers who are assisting in delivering DofE Programmes. The Directly Licensed Centre shall retain these records for a period of six (6) years and make them available to ASL or the Charity to inspect on request.

3.9. **Equal Opportunities**

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

3.10. **Management Information**

3.10.1. Subject at all times to clause 12, the Directly Licensed Centre shall keep, and make available to ASL or the Charity, full and accurate records and statistics of all aspects of its delivery of the DofE Programmes, including but not limited to:

- (a) the Participants, Staff and DofE Groups (including up-to-date contact information);
- (b) any accident, dangerous incident or other occurrence leading to damage or injury or that could have led to such damage or injury, and details of any Major Incident;
- (c) details of any complaint made to the Directly Licensed Centre in relation to the Services and/or the DofE Programme; and
- (d) all activities and/or training exercises undertaken as part of the DofE Programmes.

The Directly Licensed Centre must use eDofE to record this information (except that relating to (b) and (c) above which should be reported immediately and directly to the DofE Regional/Country Office (as applicable)).

3.10.2. ASL or the Charity shall be entitled to inspect these records at any time, and the Directly Licensed Centre shall provide copies of all such records at the reasonable request of ASL or the Charity. In addition, the Directly Licensed Centre shall provide evidence on reasonable request that such systems are in place.

4. **Obligations of ASL**

4.1. ASL undertakes to provide the following to the Directly Licensed Centre (either acting alone or through the Charity):

4.1.1. a copy of the Charity's Mission Statement and guiding principles;

4.1.2. a DofE Programme that is focused on the personal development of all Participants, is attractive to Staff, is easy to understand and straightforward to run and is held in high regard within the education sector, by employers, parents and wider communities;

4.1.3. a Quality Review system monitored by the Charity;

4.1.4. information, advice, assistance and contact with the Charity's staff to address concerns, give access to networks of the Charity's partners and to share other resources with a view to promoting good practice;

4.1.5. systems (including online functionality) to support the gathering of management information, including through eDofE;

- 4.1.6. the Modular Training Framework and the support services within this framework, including training, resources and support events;
- 4.1.7. a commitment to equal opportunities throughout the DofE Programmes; and
- 4.1.8. information about Approved Activity Providers whom ASL will identify, monitor and license to support the delivery of different sections of the DofE Programmes.
- 4.2. ASL, in association with the Charity, will use all reasonable endeavours to work in close partnership with the Directly Licensed Centre to support Participants and volunteers, to deliver the Mission Statement.
- 4.3. ASL or the Charity shall undertake a Quality Review of the delivery of the DofE Programmes by the Directly Licensed Centre on a regular basis. In addition, ASL or the Charity shall have the right, from time to time, to undertake spot-check inspections and the Directly Licensed Centre hereby agrees to accede to all reasonable requests of ASL or the Charity whilst undertaking such spot-check inspections.
- 4.4. ASL reserves the right to alter the services it provides provided that it gives the Directly Licensed Centre 90 days advance notice of any such change.
- 4.5. **Trade Mark Licence**
 - 4.5.1. Subject to the terms and conditions of this Agreement, ASL hereby grants to the Directly Licensed Centre 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 Directly Licensed Centre 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 or the Charity or the DofE Programmes into disrepute;
 - (c) not use the Trade Marks as part of the name, logo or style of the Directly Licensed Centre or of any of its divisions, departments or operations;
 - (d) not use or seek to register any mark or name the same as or confusingly similar to the Trade Marks. No other trade marks nor variants on the Trade Marks shall be used in relation to the Services without 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 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.
- 4.6. All goodwill in the Trade Marks arising from use of the Trade Marks by the Directly Licensed Centre 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. The Directly Licensed Centre shall pay to ASL the non-refundable Annual Licence Fee yearly in advance and within thirty (30) days of the date of the relevant invoice issued by ASL.
- 5.2. The Annual Licence Fee represents full payment in consideration of the rights granted under this Agreement. Any additional services that the Directly Licensed Centre may require,

including Staff training, shall be charged by ASL at rates determined by ASL from time to time. Such additional charges shall be paid within thirty (30) days of the date of being invoiced by ASL.

- 5.3. Unless otherwise stated on the Front Sheet, all sums payable under this Agreement are exclusive of VAT which shall, where applicable, be payable in addition at the rate and in the manner from time to time prescribed by law.
- 5.4. Notwithstanding any provision to the contrary, after the termination of this Agreement in accordance with the provisions in Section 11, ASL shall be entitled to all unpaid Licence Fees and/or interest payable under the terms specified in the Agreement within thirty (30) days' after the effective date of such termination.

6. Default of Payment

- 6.1. The Directly Licensed Centre 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.
- 6.2. If any default of payment 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 Directly Licensed Centre; 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 Directly Licensed Centre.
- 6.3. To the extent permitted by applicable law, all remedies contained under 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 the Licence Fee then due and owing from the date of the same until resolved, if resolution is allowed, at the default rate stated in the below.
- 6.3. 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 Directly Licensed Centre 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.

7. Publicity and Reputation Management

- 7.1. The Directly Licensed Centre shall be free to publicise the fact that it delivers the DoFE Programme on behalf of ASL or the Charity provided always that the Brand Guidelines are complied with.
- 7.2. Pursuant to clause 3.10.1, the Directly Licensed Centre 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. In such event the Directly Licensed Centre and ASL or the Charity shall discuss and agree the appropriate strategy for dealing with any potential negative publicity, including any negative publicity that may affect the Charity. No press release or public comment shall be issued unless agreed between the parties in writing in advance.

8. Insurance

The Directly Licensed Centre 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 Directly Licensed Centre, the Staff or the Directly Licensed Centre's agents, servants or other representatives in connection with the Directly Licensed Centre's obligations under this Agreement (including those obligations the Directly Licensed Centre owes to the Staff). For the avoidance of doubt, the policy shall include comprehensive third party cover for each Participant.

9. General Obligation and Warranties

9.1. The Directly Licensed Centre hereby warrants, agrees and undertakes that:

- (a) it has the right and ability to enter and perform this Agreement;
- (b) it shall provide the Services with all due professional skill and care and in accordance with all applicable legislation and good practice;
- (c) it shall at the earliest opportunity draw ASL's or the Charity's attention to any particular requirements it needs to perform its obligations under this Agreement; and
- (d) it shall do nothing (whether by act or omission) in the course of performing its obligations under this Agreement that may bring ASL or the Charity into disrepute.

9.2. ASL warrants, agrees and undertakes that:

- (a) it has the right and ability to enter and perform this Agreement;
- (b) it shall work with the Charity to provide such help and assistance as is reasonably required by the Directly Licensed Centre and notified to it; and
- (c) it shall perform the checks listed in Schedule 2 before it licenses an Approved Activity Provider as a provider of a section of the DofE Programmes. However, beyond these checks ASL offers no warranty or representation as to the skill, expertise or suitability of the Approved Activity Provider and shall accept no liability whatsoever for any unlawful act or omission by an Approved Activity Provider. In particular, ASL shall be under no obligation to provide or advise on the content of any of the policies listed in Schedule 2.

10. Liability and Indemnities

- 10.1. The Directly Licensed Centre shall retain overall responsibility and liability at all times for the health and safety of each Participant while such Participant is undertaking a DofE Programme, except when the Participant is under the care of the Approved Activity Provider or other activity provider, during which times it shall be that activity provider's responsibility to oversee the health and safety of the Participant. Where the Directly Licensed Centre appoints an activity provider that is not an Approved Activity Provider, the Directly Licensed Centre shall ensure that its agreement with that activity provider confirms that the activity provider is responsible and liable for the health and safety of each Participant under its care and shall ensure that the contract entered into gives ASL and the Charity rights to enforce the relevant provisions of that agreement as a third party.
- 10.2. Where the Participant has organised an activity for themselves (e.g. volunteering in a charity shop, football training, violin lessons, etc.), the Directly Licensed Centre shall ensure that the Parents/Guardians of the Participant are aware that they are responsible for their child's safety and for checking and satisfying themselves that the activity provider is appropriate.
- 10.3. ASL and the Charity shall not be liable for, and (without prejudice to any rights or remedies of ASL) the Directly Licensed Centre shall indemnify and keep indemnified ASL, the Charity and the Participants 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 Directly Licensed Centre relating to the delivery of the DofE Programme to the extent that such loss, damage or injury is caused by the Directly Licensed Centre'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 Directly Licensed Centre, including the Staff.

10.4. Without prejudice to any other provisions of this Agreement, in no circumstances shall ASL or the Charity be liable for any unlawful act or omission of the Directly Licensed Centre, 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.

10.5. 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.

11. **Term and Termination**

11.1. This Agreement shall commence on the Commencement Date and shall, subject to clauses 11.2 and 11.4, continue in force for the Term or 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.

11.2. Where the Directly Licensed Centre serves notice of termination to ASL, as directed in 11.1 and subject to clauses 11.2 and 11.4, notice must be written and served by the Licence Signatory, or person(s) of equivalent status within the Directly Licensed Centre where the Licence Signatory is unavailable.

11.3. ASL shall be entitled to cancel this Agreement with immediate effect in the event that:

- (a) the Directly Licensed Centre fails to fulfil any of the provisions of this Agreement or such other reasonable guidance issued by ASL or the Charity; or
- (b) ASL, in its sole discretion, decides that the continuation of the Agreement would be detrimental to the interests of the Participants or damaging to the reputation of ASL or the Charity.

11.4. The Directly Licensed Centre shall at all times notify ASL or the Charity in the event that it discovers it is unable to fulfil any of the provisions of this Agreement or any other reasonable instruction issued by ASL or the Charity from time to time. In such event the parties shall meet to agree what appropriate course of action should be implemented, including such action as suspending this Agreement and/or ASL or the Charity itself delivering the DofE Programmes in the Directly Licensed Centre's place in consideration of an agreed fee and under the terms of an SLA.

11.5. 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 fourteen (14) days of notice of the same.

11.6. 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.
- 11.7. 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 11.1, 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 11.2. or 11.3, immediately upon termination. After termination of this Agreement in no event shall the Directly Licensed Centre 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.
- 11.8. Any funds donated, raised and held expressly for the purpose of supporting delivery of the DofE Programmes by either the Directly Licensed Centre or an associated Local Committee (as well as any materials or equipment purchased with such funds) must be surrendered to the Charity for use by another DofE Group, such DofE Group to be selected at the discretion of the Charity, subject only to any restriction imposed by a donor of the said funds, materials or equipment.
- 11.9. As soon as possible following termination of this Agreement (or the moment when termination of this Agreement is first anticipated), the Directly Licensed Centre shall create and put into action a process to support all existing Participants then undertaking DofE Programmes under this Agreement to either:
- 11.9.1. complete their DofE Programmes (and receive a DofE Award in respect of those completed DofE Programmes); or
 - 11.9.2. register with an alternative DofE Group (and/or at an alternative DofE Centre) operating under licence from ASL.

12. Data Protection

- 12.1. In this clause 12, the terms “personal data”, “data controller” and “data processor” shall have the meanings assigned to them in the Data Protection Act 1998 (“the DPA”).
- 12.2. The Directly Licensed Centre 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 DPA 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 any 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;
- 12.3. To the extent that ASL and/or the Charity is the data controller of any personal data the Directly Licensed Centre in addition shall:

- (a) process that personal data only in accordance with ASL's and/or the Charity's instructions and the consents 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.
- 12.4. In processing, using or sharing the data, the Directly Licensed Centre shall abide by the Charity's privacy policy, a copy of which can be supplied to the Directly Licensed Centre on request.

13. Anti-Bribery

The Directly Licensed Centre 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 Directly Licensed Centre shall comply with any policies or procedures imposed by ASL or the Charity from time to time governing anti-bribery, and the Directly Licensed Centre 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.

14. Third Party Rights

- 14.1. The Directly Licensed Centre accepts and acknowledges that it is the intention that the Charity, the Participants or any relevant DofE Group 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.

15. General

15.1. Notices

Any notice, request or other document to be submitted under this Agreement shall be delivered personally, sent by first class post or by email and addressed to the person holding the post or title as noted on the Front Sheet (or such person of equal authority), 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.

15.2. Assignment, sub-contracting etc

- 15.2.1. The Directly Licensed Centre 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 except in that the Directly Licensed Centre may sub-contract delivery of sections of the DofE Programmes to an Approved Activity Provider or other activity provider in accordance with the terms of this Agreement.
- 15.2.2. Provided that ASL shall always remain liable for the obligations set out in this Agreement, ASL shall be entitled to sub-contract its obligations under this Agreement to the Charity and to assign its rights and obligations under this Agreement to another wholly-owned subsidiary of the Charity.

15.3. Confidentiality

Save that the Directly Licensed Centre shall be free to publicise its relationship with ASL or the Charity in accordance with clause 7, each of ASL or the Charity and the Directly Licensed Centre shall (and the Directly Licensed Centre shall procure that the Staff 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 Directly Licensed Centre delivering the DofE Programmes.

The provisions of this clause 15.3 shall not apply to:

- 15.3.1. information obtained by a third party who is lawfully authorised to disclose it;
- 15.3.2. information which comes into the public domain other than as a result of breach by either party of this clause 15.3;
- 15.3.3. information or documents required to be disclosed by law, or to any governmental or regulatory body, including any disclosure to enable a determination to be made under the dispute resolution procedure referred to in clause 15.10;
- 15.3.4. information or documents disclosed to professional advisors for the purpose of taking advice provided such advisors are under no less onerous obligations of confidentiality; or
- 15.3.5. information the disclosure of which is required to ensure the compliance of the Directly Licensed Centre with the Freedom of Information Act ("FOIA"), the Environmental Information Regulations ("EIR") and/or any applicable guidance or codes of practice.
- 15.4. ASL and the Charity acknowledge that the Directly Licensed Centre is a public authority for the purposes of the FOIA and the EIR. ASL and the Charity note and acknowledge the FOIA and the Codes of Practice on the Discharge of Public Authorities' Functions and on Management of Records (which are issued under sections 45 and 46 of the FOIA respectively).
- 15.5. ASL and the Charity agree that the decision on whether any exemption applied to a request for disclosure of information is a decision solely for the Directly Licensed Centre provided it acts reasonably and rationally in deciding whether any exemption applies.

15.6. 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.

15.7. 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.

15.8. 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.

15.9. Relationship of the parties

Nothing contained herein shall be construed as establishing or creating between ASL and the Directly Licensed Centre the relationship of employer and employee or principal and agent, it being understood that the position of the Directly Licensed Centre in performing its obligations under this Agreement is that of an independent contractor. Except as expressly permitted by

this Agreement, the Directly Licensed Centre shall not have any authority to hold itself out as ASL or the Charity for any purpose whatsoever.

15.10. Dispute Resolution

If a dispute (the "Dispute") arises out of or in connection with this Agreement, or the performance by either party of their obligations under the Agreement, the parties shall first attempt in good faith to resolve the Dispute between themselves. If for any reason the parties are unable to resolve the Dispute within thirty (30) days of it first arising the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure (as amended from time to time). Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR and the mediator shall nominate the place of mediation.

15.11. Force Majeure

If either party is prevented or delayed from complying with its obligations under this Agreement by any event beyond the reasonable control of either party including, without limitation, acts of God, national emergency, riots, epidemic or civil commotion (but excluding any events resulting from negligence, reasonable lack of foresight or shortage of funds), such event of force majeure shall not be deemed to be a breach of this Agreement, the party in question shall notify the other party of the event of force majeure and be excused the performance or punctual performance (as the case may be) as from the date of such notice for so long as such cause of prevention of or delay to its relevant obligations shall continue. Notwithstanding the above the party affected shall nevertheless use its reasonable endeavours to mitigate, overcome or circumvent the event of force majeure so as to ensure the performance or timely performance (as the case may be) of its obligations and regularly update the party unaffected on progress.

15.12. Law

Subject to Clause 15.10, 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.

DIRECTLY LICENSED CENTRE LICENCE

Schedule 1

DofE Roles in a Directly Licensed Centre

DofE title	Role which the DofE wishes them to perform	Possible Directly Licensed Centre job title and likely functions. These are suggested here for clarity, and are not conditions of the licence
DofE Licence Holder	Signs agreement with the DofE and positions DofE within the organisation	Senior figurehead – Chair of Governors/ Head Teacher Has made the decision that the DofE Programme should be part of the organisation’s opportunities for young people. Holds responsibility for adherence to the terms of this Agreement. Appoints DofE Award Verifier or also undertakes that role. Appoints DofE Manager.
DofE Award Verifier	Responsible for the verification and approval of DofE Awards	Delegated authority by the DofE Licence Holder to verify and approve DofE Awards on behalf of the Centre. The proposed appointment of the DofE Award Verifier must be submitted to the DofE Regional/Country Director for their approval and authorisation to approve DofE Awards in eDofE. More than one DofE Award Verifier may be appointed in a Directly Licensed Centre. A DofE Award Verifier may not verify or approve Awards for a group of Participants they have trained, led, supervised or assessed at any stage. The DofE Manager for the Centre cannot be the DofE Award Verifier for any Participants.
DofE Manager	The DofE Manager runs the day to day operational activities of the DofE Programme in the Centre and is responsible for delivery of the annual plan. A DofE Manager is also responsible for appointing and training any other DofE staff in the Centre. A DofE Manager may also undertake the role of a DofE Leader. A DofE Manager cannot be the DofE Award Verifier for any participants in the Centre.	
Assistant DofE Manager	In some Directly Licensed Centres, there may be an Assistant DofE Manager who Supports the DofE Manager in their day to day duties, within the limits of authority delegated to them by the DofE Manager	
DofE Co-ordinator	In some Directly Licensed Centres, there may be a DofE Co-ordinator who sets up the DofE groups in a centre, oversees their operation and supports the DofE Leaders.	
DofE Administrator	In some Directly Licensed Centres, there may be an administrator to maintain eDofE records, order Participation Places etc.	
DofE Leader	Takes responsibility for supporting DofE Participants as they progress through their DofE Programme and submits applications for approval of DofE Awards to the DofE Award Verifier.	
DofE Helper	Helps out with the running of a DofE Group, usually on an <i>ad hoc</i> basis (ie as a volunteer).	

DIRECTLY LICENSED CENTRE LICENCE

Schedule 2

Checks to be performed by ASL on all Approved Activity Providers

ASL or the Charity will use all reasonable endeavours to check and review (but shall not be responsible for drafting or advising on) the following matters and policy documents of any potential activity provider before agreeing to grant it a licence as an Approved Activity Provider:

- Health and Safety policy;
- Child Protection Policy and Procedures;
- Public Liability Insurance;
- Equal Opportunities Policy;
- Staff matrix and qualifications;
- Copy of Adventure Activities Licensing Agency ("AALA") Licence (if appropriate);;
- copy of National Governing Body membership details (if appropriate); and
- The outline programme of activities and delivery programme, and any risk assessment of those programmes carried out by the Approved Activity Provider.

Schedule 3

The Trade Marks

Trade Mark	Number	Image
DofE	6642251	
Official Marque – No Text	6639306	
Official Marque - With Name	As “Official Marque – No Text”	
Merchandising Marque	6639355	
Logo With Descriptor (Example image given here – bespoke personalised artwork available on request)	As “Official Marque – No Text”	

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