

THE CULTURAL EXPERIENCE

SCHOOLS & GROUPS

SAFETY MANAGEMENT SYSTEM

The Cultural Experience
The Old Glove Factory
Bristol Road
Sherborne
DT9 4HP
United Kingdom
www.theculturalexperience.com

Company registered in England and Wales Number 02819354



1. Health & Safety Policy Statement

The Cultural Experience (TCE) is committed to ensuring that all reasonable measures are taken so that our clients are assured of a high level of safety throughout their tour. This shall be achieved by:-

1.1 Establishing and maintaining a written Safety Management System which is consistent with the advice contained within the Health & Safety Executive (HSE) publication Successful Health and Safety Management (HSG65).

1.2 Facilitating and promoting a positive health and safety culture throughout our own, our clients' and our suppliers' organisations worldwide.

1.3 Planning and setting standards which meet the needs of our clients and are measurable, achievable and realistic.

1.4 Measuring and reviewing performance of our compliance with the terms of this standard and our own Safety Management System, including a formal annual verification by a suitably qualified external expert (to be determined at a future date)

The Cultural Experience considers the continual improvement and monitoring of safety standards the responsibility of all employees. TCE staff are encouraged to bring any matters of concern to the immediate attention of their line manager.



Signed: Alan Rooney, Managing Director Date: 15/03/2013

2. Direction, Management, Implementation & Review of the Safety Management System (SMS)

2.1 Identification of Responsibilities

Policy making will be the responsibility of The Company's senior management who will ensure that:

2.1.1 Safety management systems are developed for the implementation of the Safety Management System Policy.

2.1.2 Competent persons are appointed to implement the requirements of the SMS.

2.1.3 Additionally:

- TCE will prepare and train suitable internal members of staff to implement the requirements of the SMS.
- Adequate resources will be provided to implement the requirements of the SMS.

Planning will be the responsibility of the Safety Manager who will:

2.1.4 Ensure the participation of appropriate personnel in the development and implementation of the SMS procedures.

2.1.5 Ensure personnel are trained and competent in the requirements of the SMS.

2.1.6 Monitor the performance of the SMS and staff in its implementation, providing feedback to the Senior Management, both on areas of success and also any areas where there is a need for improvement.

2.1.7 Examine the trends identified by the monitoring activities contained within the SMS.

2.1.8 Keep up to date with safety requirements and best practices applicable to the provision of tours.

Implementation will be the responsibility of the Safety Manager, who will ensure that:

2.1.9 All staff are made formally aware of the basic remit of the SMS.

2.1.10 All staff are made aware of the need to report any weakness or failures in the SMS to their manager.

2.1.11 All staff are made formally aware of their personal responsibilities to the SMS and given sufficient training and resources to undertake these successfully.

2.2 Review of the Safety Management System SMS

The Safety Manager will ensure that:

2.2.1 TCE will maintain regular contact with suitable organisations to ascertain whether there are any developments in safety of which it needs to be aware to further improve the Safety Management System.

2.2.2 Any accidents, incidents or near misses brought to our attention will be logged. All reports will be reviewed and, where the situation merits, an investigation will be held. An automatic investigation will be held where there is a fatality, or hospitalisation for 24 hours or more. Where relevant, all reasonable steps will be taken to reduce the likelihood of a similar incident occurring in the future. All major accidents and all incidents considered to be serious shall be reported to the Safety Manager as outlined in our Accident, Incident and Near Miss Procedure. Additionally, the Senior Management of TCE will hold an annual review of any such accidents, incidents or near misses.

2.2.3 The Senior Management will hold a formal review and update of the SMS on at least an annual basis.

3. The Tour, Visits & Excursions

Our Safety Manager will use reasonable endeavours and steps to ensure:

3.1 Where visits and excursions appear in a final itinerary, risks have been evaluated and monitored.

3.2 Where appropriate, information we consider is necessary to help the Party Leader make informed decisions and manage their own responsibilities for the safety of their group is brought to the attention of the Party Leader in good time.

3.3 If the client wishes to visit tour accommodation or tour sites in advance of travelling with their group in order to effectively plan the visit and/or complete any necessary risk assessments, The Cultural Experience will undertake to provide 2 nights accommodation in one twin room on a bed and breakfast basis in or near to the booked accommodation, subject to availability. This offer is available to Party Leaders who hold a confirmed booking with TCE and does not include travel or other costs.

4. Accommodation

4.1 For all contracted accommodation used or featured by TCE, TCE will ensure that an accommodation contract or agency agreement is signed confirming (as a minimum) that the accommodation conforms to local and national fire, safety and hygiene standards and will have current liability insurance cover for the duration of the contract. Wherever possible, copies of the relevant documents will be obtained. Where accommodation is being used on an ad-hoc basis, by virtue of a hotelier or agent accepting our booking, they are accepting our stated terms and conditions.

4.1.1 Confirmation that contract conditions are still being met will be obtained every three years.

4.2 All accommodation (used or featured) will be subject to a standard audit prior to first use and thereafter at a maximum of three year intervals.

- a. A standard audit will not be required if a supplementary audit has been carried out in the past three years.
- b. The standard audit may be completed by TCE, hotelier or agent.

- c. The standard audit results will be assessed by an auditor trained in accordance with 3.9, assisted by a common scoring scheme. Where the standard audit results indicate areas for concern the auditor should instigate appropriate additional action, which may include the use of a supplementary audit, before use.
- d. Based on the results of an audit analysis, the result will be recorded as one of the following categories:

High Conformity

Minor or no areas of improvement have been identified. The management will be commended and encouraged to maintain their standards.

Acceptable Conformity

Room for improvement has been identified, but the defects do not render the building unsafe. The defects will be brought to the immediate attention of the management at the time of auditing and followed up in writing within 14 days. The deficiencies will be evaluated and a schedule of remedial action will be agreed and monitored.

Unacceptable

Member will remove the accommodation from its programme and will not consider its reinstatement until the defects have been rectified and the establishment has been re-audited to a standard that is either high or acceptable conformity.

4.3 TCE will maintain a schedule of all accommodation indicating the current audit status.

4.4 TCE will establish an emergency contact with all contracted accommodation used, for use in the Emergency Procedure.

5. Transportation

5.1 Coaches - Booked Direct

For all coach operators used and booked direct by TCE, TCE will ensure that:

5.1.1 All coach suppliers booked direct shall sign a coach contract, in which they confirm that they comply with all applicable national, local, trade and other laws, regulations, rules and codes of practice. This contract also stipulates a set of safety standards regarding drivers' hours, driver vetting, insurance cover, subcontracting and vehicle age.

5.1.2 Confirmation that contract conditions are still being met will be obtained every three years.

5.1.3 Standard Coach Audit

a. All coach suppliers will be subject to a Standard Coach Audit prior to first use and thereafter at a maximum of three year intervals. A Standard Audit will not be required if a Coach Supplementary Audit has been carried out in the past three years.

b. The audit may be completed by TCE, supplier or agent.

5.1.4 The supplier maintains a management regime that recognises its responsibilities to its travellers

5.1.5 Each UK coach company contracted to TCE is required to take responsibility to establish that their drivers do not have a material criminal record or detrimental employment history and a system is in place for ensuring they are suitable for working with children. For coach companies outside the UK, it is understood by the client that such assurances may not always be possible.

5.1.6 In certain unforeseen circumstances such as coach breakdown or driver illness etc., it may not be possible to comply with the terms outlined above and TCE reserves the right to find the best available alternative.

5.1.7 We will endeavour to select coach operators who belong to recognised industry bodies such as the

Confederation of Passenger Transport (CPT), Guild of British Coach Operators or are Coach Marque accredited, and a check will be made on the operator's status with VOSA.

5.1.8 We will check that suppliers are in possession of valid and current liability insurance, motor insurance and other necessary local certification and licences to operate legally, and that drivers hold the requisite licences to drive their vehicles.

5.1.9 All itineraries for TCE tours are submitted to coach companies for evaluation, taking into account current legislation on drivers' hours. When necessary, TCE reserves the right to pass on any additional costs to the client should this become necessary (for example, the employment of an additional driver)

5.1.10 All UK coaches will be fitted with seat belts. In the event of a vehicle breakdown, if it is necessary to provide a replacement vehicle the coach will be fitted with seat belts if it is a UK coach. However, due to the different legislation in countries outside the UK, this may not be possible if a non-UK coach is supplied

5.1.11 TCE shall ensure that vehicles are fit for purpose by checking and informing clients on the type and capacity of the vehicles to be supplied, checking the suitability of the planned maintenance regime, sampling the presentation of vehicles and specifying a maximum age of 8 years of vehicles to be supplied

5.1.12 TCE will check the driver finance arrangements and communication system, will check the suitability of the breakdown cover, and will establish an emergency contact as part of the Emergency Procedure.

5.1.13 It is the intention of TCE to use our regular use coach companies whenever practical (companies we use 5 or more times in one year). The following are the circumstances in which we may select an infrequently used company:

- In peak periods when availability is strictly limited.
- Where the location of departure would be best served by an infrequently used company.
- When a last-minute breakdown or other unforeseen event from a regular use company necessitates a subcontracted company.
- When a coach breaks down on tour and has to be replaced by another vehicle.
- Where a client specifically requests a company not used by TCE

5.2 Coaches – Agent Supplied

For all agents supplying coach services, our Contracting team will ensure that:

5.2.1 All agents supplying coach services will sign a contract in which it stipulates that they comply with all applicable national, local, trade and other laws, regulations, rules and codes of practice. This contract also stipulates a set of safety standards regarding drivers' hours, driver vetting, insurance cover, subcontracting and vehicle age.

5.2.2 Confirmation that contract conditions are still being met will be obtained every three years.

5.2.3 Standard Coach Audit – Agent Supplied

- a. All coach suppliers used by the agent will be subject to a Standard Coach Audit prior to first use and thereafter at a maximum of three year intervals.
- b. The audit may be completed by an STF member, supplier or agent.
- c. The Standard Coach Audit will be assessed against the values laid out in section 5.1.

5.3 Airlines

All air transport to and from the UK is regulated by the Department of Transport and the Civil Aviation Authority. These bodies operate to very strict safety criteria and no additional practical measures can be undertaken by TCE. Flights originating in other jurisdictions are governed by the laws and regulations of the country in question.

5.4 Rail Transportation (including Eurostar)

All rail transport is regulated nationally by the countries through which trains travel. It is not felt that TCE can take any additional measures.

5.5 Ferries & Eurotunnel

All ferries (and Eurotunnel) are regulated nationally. It is not felt that TCE can take any additional measures.

5.6 Public Transport

The regulations concerning public transport are determined by the appropriate authorities in each country. It is not felt that TCE can take any additional measures.

6. Services secured by Agents and Ground Handlers

Where Agents or Ground Handlers provide services that would be the subject of a safety review if booked direct by The Cultural Experience, e.g. visits and excursions, they shall sign a contract agreeing to use the same standards as outlined in the appropriate paragraphs of this document.

7. Accidents, Incidents & Near Misses

The Safety Manager will ensure that:

7.1 TCE will encourage clients to report any safety related issues immediately. This will enable the Company to investigate their concerns and to ensure that any necessary action is taken straight away. To facilitate this, TCE will provide an Accident, Incident and Near Miss Reporting Form to all Party Leaders prior to travel.

7.2 TCE will keep a record of all incidents, accidents and near misses of which it becomes aware or which are brought to its attention. All reports will be reviewed and, where the situation merits, an investigation will be held. An automatic investigation will be held where there is a fatality, or hospitalisation for 24 hours or more. Where relevant, all reasonable steps will be taken to reduce the likelihood of a similar incident occurring in the future. All major accidents and all incidents considered to be serious shall be reported to the Senior Management of TCE. Additionally, the Senior Management of TCE will hold an annual review of any such accidents, incidents or near misses.

8. Provision of Pre-Tour Information

Our Safety Manager will ensure that TCE's pre-tour safety information will provide all groups with information which is intended to draw attention to key safety points, promote increased awareness and assist them with their responsibilities.

9. Emergency Procedure

9.1 The Safety Manager will ensure that:

9.1.1 He or she, or a suitable and competent Duty Officer appointed by the Safety Manager is available by telephone 24 hours a day throughout the duration of the tour

9.1.2 A Duty Kit – monitored and updated weekly – will be maintained and provided to the Duty Officer. The Duty Kit will include outline details of current groups on tour, the School Emergency Contact for each group (usually the School Head) and emergency contact details for all relevant suppliers.

9.1.3 The Tour Director, Party Leader, School Chaperones and drivers of British coaches and agents will be provided with details of how to contact the Safety Manager or Duty Officer should the need arise as suggested in Department for Education and Local Authority guidelines.

9.2 In the event of an emergency:

9.2.1 The Tour Director will contact the Safety Manager and report the nature of the emergency

9.2.2 The Safety Manager will contact and liaise with the School Emergency Contact and respond to the emergency in an appropriate fashion

10. Training

The Safety Manager will ensure that as part of TCE's commitment to the safety of the tours it organises, all employees will be fully trained to enable them to meet the requirements of those areas of the Safety Management System for which they may be required to exercise responsibility. All employees will also receive appropriate annual refresher training. A record of all training undertaken will be maintained.

The Safety Manager will ensure that:

10.1 SMS Awareness Training

All employees of TCE will undergo SMS awareness training. This training aims to ensure that all employees are fully aware of the scope and principal commitments made in the SMS policy document. In addition all employees will be kept informed of the progress and latest developments of the Safety Management System.

10.2 Emergency Procedure Training

All staff employed by TCE will receive training in the Company's Emergency Procedures within 6 months of joining the Company. All staff will receive refresher training every two years.

10.3 Duty Officer Training

All staff who are selected as Duty Officers will receive appropriate training prior to their carrying out this role for the first time. All staff will receive refresher training every two years.

10.4 In House Auditor

In House Auditors will be appointed to analyse and undertake audits for Accommodation and Coach suppliers and will analyse the results of a Standard Audit, identify and action suitable additional investigation if required and provide an informed opinion on the suitability for use as such by TCE.

In House Auditors will visit suppliers to satisfactorily complete a Supplementary Audit, make recommendations regarding improvements to the safety management of the supply where necessary and provide an informed opinion on the suitability for use by TCE.

In addition, In House Auditors will discuss and explain the reason and purpose of the audit and any additional recommendations with the supplier.

10.4.1 In House Auditor Training

Prior to completing any audits, In House Auditors shall complete an initial training course, to be supplied by a suitably qualified third party consultant. This course will enable the auditor to understand the reasoning behind the audit requirements and to be able to fully complete the audit process and forms. Furthermore, initial training course shall involve a competency assessment which shall include undertaking an accompanied Supplementary Audit with an in house auditor with a minimum of two year's experience or an auditor from the relevant STF consultants. By the end of this process, the auditor shall be able to demonstrate competence in the completion and outcomes of audits. All In House Auditors shall complete refresher training at least every two years, undertaken and approved by the relevant third party consultant.

10.4.1.1 In House Auditors who fail to demonstrate competence during the initial training course shall not be authorised to analyse Standard Audits or complete Supplementary Audits.

10.4.1.2 In house auditors who fail to complete the refresher training shall be required to retake and pass the initial competency assessment again, before continuing auditor duties.

10.4.1.3 TCE will maintain a list of suitably qualified in house auditors and a record of all training undertaken shall be maintained for a minimum period of 5 years.

11 Appendices

A - Code of Conduct & Requirements for School Groups travelling with TCE

1. The Party Leader and School Chaperones are responsible for the members of their group and at all times remain in loco parentis. The Cultural Experience employees and appointed agents are unable to take any responsibility for students and students' actions as by law only qualified teachers are allowed to act in loco parentis.
2. At least one member of staff must accompany the group members on all programmed activities or excursions, including any run by the The Cultural Experience.
3. Tour Directors, The Cultural Experience employees and appointed agents can at no time be left alone with a minor.
4. The Party Leader and School Chaperones are responsible for maintaining discipline amongst the group in any activity, including those led by the Tour Director. If the Tour Director is concerned about the behaviour of any Group Member he or she may make a decision, in conjunction with the Party Leader or a School Chaperone, to withdraw that member from the activity.
5. If the Party Leader or a School Chaperone is concerned about the safety or behaviour of a member of the group, they should if necessary withdraw the member from the activity or excursion, informing the Tour Director where applicable.
6. The Party Leader must ensure that all members of the group are covered by an appropriate travel insurance policy to cover, and have access to or copies of the relevant documentation.
7. The Party Leader should ensure that an adequate First Aid kit is brought on the tour, and that this is accessible at all times. The Party Leader or a School Chaperone should have basic First Aid knowledge.
8. As per section 7 of the Safety Management System (SMS), the Party Leader will endeavour to report any safety related incidents to the Tour Director using the Accident and Incident Form provided to the Party Leader prior to travel.
9. The Party Leader is responsible for ensuring that all Group Members have a valid passport and visa if necessary, and for submitting any such relevant information to The Cultural Experience correctly and in a timely fashion.
10. The Party Leader should provide The Cultural Experience with an Emergency Contact in the UK (often the school head) who can be reached in case of emergency, accident or delay. In addition the Party Leader should have emergency contact details for the parents/carers/guardians of all members of the party, including partners and/or next of kin for staff.
11. If a member of the party fails to arrive at the time of departure, the Party Leader should contact the emergency contact number of that person to establish the reason for their non-appearance. With this information the Party Leader can make a ruling as to whether to wait further, arrange a pick-up, or depart. The Cultural Experience can accept no responsibility or any costs incurred due to a late departure caused by the Group or any Member of the Group. The Party Leader should emphasise the importance of all participants arriving at the meeting point at the right time prior to the day of departure.
12. All members of the Group must obey the rules and/or guidelines of the accommodation where they are staying and must respect the needs of other guests. Any damage to hotel property is the responsibility

of the group members and must be settled in resort, unless a written guarantee of payment is received from the school head or deputy head. If payment cannot be made or guaranteed it may be necessary to involve the local police to resolve the issue.

13. The Cultural Experience expects the School and/or Party Leader to have formulated and to enforce their own policy in relation to the event of a student, students or Group Member breaking UK or local laws, including but not exclusive to theft, vandalism and the misuse of drugs or alcohol. The Cultural Experience can take no responsibility for any costs or injuries incurred in the event of criminal proceedings arising from the actions of any Member of the Group.
14. All Members of the Group must respect the regulations and/or code of conduct which are in force at any location on the tour (such as the accommodation, museums, churches, nature reserves).
15. All Members of the Group should be adequately prepared and clothed. The Cultural Experience can accept no responsibility for theft, loss or damage of any personal possessions belonging to any Member of the Group, which may occur while on tour.

B - Glossary of Terms

For the purposes of the Code of Conduct, Safety Management System and Booking Conditions:

Client in both the singular and plural form, refers to the school, college or group paying for services provided by The Cultural Experience

Group means collectively the Party Leader, School Chaperones and Students

Group Member means any individual member of the group, including Party Leader, School Chaperones or Student

Party Leader is the person considered by TCE to be the appointed representative for the School or College and to be responsible for all members of the group; both students and staff members.

School Chaperone means the staff members of the school group, under the direction of the Party Leader

School Emergency Contact means a representative from the school (usually the School Head) who can be contacted by the Safety Manager or Duty Officer in the event of an emergency, accident, or delay

SMS means Safety Management System

The Cultural Experience, TCE or The Company means Midas Tours Ltd trading as 'The Cultural Experience'

Tour Director means the person or persons employed by TCE to lead, accompany and provide tour guide services to the group