

VOLUNTEERING JOURNEYS: TERMS & CONDITIONS OF SERVICE

The services provided by Volunteering Journeys Private Limited (herein referred to as "Volunteering Journeys") are subject to the following terms and conditions:

Travel

Volunteering Journeys does not arrange flights or make any travel arrangements to and from your destination. This is totally the responsibility of the volunteer. General advice concerning passport, visa and health requirements is available in our country guides, which will be sent to you after confirmation of your booking. Where Volunteering Journeys makes suggestions and provides advice on travel documentation, this is indicative only. Participants are solely responsible for having the correct and necessary travel documents that they require for their travel.

Passport, visa and health requirements are subject to change and you must check current requirements before departure and not rely on our guide books or manuals sent. It is your responsibility to obtain all documents required for your trip, to ensure that these are in proper order and to take them with you. Volunteering Journeys will not be liable if you fail to do so and you will be responsible for meeting any additional cost incurred by reason of such failure. It is the responsibility of the volunteer, not Volunteering Journeys, to make sure that the relevant visas and/or permits are in place. Please check with the appropriate Embassy or Consulate well before you travel.

The participant is responsible for carrying all necessary documents when travelling abroad, including but not limited to passport, visa, university letter (where necessary), etc. If you choose to obtain a visa 'on arrival' for those countries that allow this process, Volunteering Journeys is not liable in any respect if, for whatever reason, you are refused a visa and cannot enter the country and continue your travel plans.

Further, Volunteering Journeys cannot accept responsibility if entry is denied to a country due to incorrect visa or passport documentation or for any reason determined by the appropriate immigration authorities that lie outside our control.

Insurance

Volunteering Journeys does not provide our participants with insurance of any kind. While insurance is not mandatory on all Volunteering Journeys programs, it is on some and this is mentioned in the volunteer requirements page for each program. However, while travel insurance is not mandatory on some our programs, it is strongly recommended for all of them. The volunteer is solely responsible for deciding the type, extent and level of any insurance they require during the planned travel period and is solely responsible for organising this insurance for themselves.



Immunizations

While Volunteering Journeys pre-departure packages include information on immunizations, each volunteer is responsible for checking and confirming the immunizations required for their specific type of travel. Where Volunteering Journeys makes suggestions and provides advice on immunizations, these are indicative only. Participants are solely responsible for having the correct and necessary immunizations that they require for their travel. We strongly recommend that volunteers visit their health professional six to eight weeks before travelling to cover their bases.

Refund Policy

We understand sometimes participants have to cancel their plans for various reasons. It is important to note that when a booking is made (after payment of the registration fee) it takes away a confirmed spot from our capacity and could potentially limit other future applicants interested in joining the program at the same time.

While the deposit on the registration fee is non-refundable (see below), we do offer refunds on the remainder of the program fees for cancelations based on the amount of notice given to us. Our refund policy on cancelations is as follows (notice period is calculated based on date of arrival in country, not project start date):

- Notice period of 91 days plus: 100% refund given
- Notice period of 31-90 days: 50% refund given
- Notice period of 16-30 days: 25% refund given
- Notice period of 0-15 days: no refund given

All transaction costs, including exchange rate fees and other processing fees, will be deducted from the refund payments.

Registration Fees (or "Deposit")

A non-refundable Registration fee (currently USD 299) will be required before we can confirm each booking. Payment of this fee allows us to block dates for project placement and accommodation for each participant and is non-refundable under all circumstances.

A volunteer's placement on a program cannot be confirmed until the registration fee has been paid in full.

Program Fees

Details of program fees are outlined on each program page on our website. Program fees are subject to change without notice, but we will honor participants who have already paid their



registration fee with the lower rate should rates increase after they pay their registration fee. Program fees are due on the dates provided on the invoice.

We charge a mandatory <u>5% International Banking fee</u> to all participants to cover for all banking and transactional costs, including, but not limited to, transaction fees, exchange rate fees, PayPal fees, etc.

The payment of program fees does not guarantee the exact program selected. In case we are unable to offer you placement in the exact program and dates requested, we will work with you to provide acceptable alternatives, failing which we will arrange for a refund if appropriate. As with all volunteering in developing countries, it is important that participants remain flexible as things can change on short notice. Staff shortages, school and public holidays, etc. may require the participants to take part in alternative projects from time to time.

Registration fees and program fees are not transferrable to other persons.

Early Termination & Unscheduled Absences from the Program

Participants are free to leave their program prior to its scheduled completion for any reason whatsoever. However, no portion of the program fee will be refunded for early termination.

If any participant goes missing for multiple days from the program (for reasons other than sickness, weekend travel or scheduled permitted absences) to attend outside excursions or other unauthorized activities, they may not be permitted to re-join the program and may even be grounds for dismissal from the program. Needless to say, no portion of the program fee will be refunded for such activities.

Change of Dates and Duration

Once registered and before they begin their placement, the participants may change the start date and program duration once, subject to availability, at no additional cost. Each additional change to the start date or program duration will incur an administration fee of USD 25 per change.

Personal Risks

Volunteering in developing countries often involves travelling to and working in parts of the world where there may be subject to some level of personal risk. The volunteer acknowledges and accepts sole responsibility for any such risks of whatever nature that may occur during the term of this volunteering agreement.

Volunteering placements are often in areas where the standards of accommodation, transport, safety, hygiene, telecommunication facilities, level of infrastructure development and medical



facilities are not the same as you may be used to at your home country or what you may find on a conventional holiday.

Volunteering Journeys cannot accept any responsibility for unforeseen accidents, injuries, loss of personnel or even death, which you agree to fully assume. You understand that during the placement certain events may occur, including, but not limited to, accident or illness in remote places with limited medical facilities, political instability, political unrest and the forces of nature. You agree to assume all risks associated with the journey to the maximum extent permitted by law.

Dates, schedules, program details and cost are given in good faith, based on information available and in force at the time they are given and are subject to change and revision in the event of a change of circumstances. You acknowledge that volunteering requires a degree of flexibility, and understand that the itinerary, accommodation and modes of transport are subject to change without prior notice due to local circumstances.

You acknowledge that Volunteering Journeys contracts with a network of partners, companies, government agencies and individuals throughout the country, to assist in the volunteer placements. To the best of Volunteering Journeys knowledge, these third parties are qualified to perform the duties they are contracted to perform. However, Volunteering Journeys will not be held liable for any injury, damage, loss, delay or irregularity that may occur due to the behaviors of these third parties.

All services are subject to the laws of the country in which they are provided. Volunteering Journeys reserves the right to make changes in the agreed itinerary whenever, in their sole judgement, conditions warrant, or if they deem it necessary for the comfort, convenience, or safety of the volunteer. Volunteering Journeys also reserves the right to withdraw, without penalty, any program announced for any reason it deems necessary for such action.

Indemnity

The participant agrees to indemnify Volunteering Journeys and its local partner organizations against any and all claims, demands, losses, causes of action, costs, expenses, fees and damages which the organizations may incur directly or indirectly out of:

- the breach of these terms and conditions by the participant; or
- any claim or other cause of action made against Volunteering Journeys as a result of the participant's omissions / actions / inactions and/or failure to perform the services required.

Local Rules

Volunteering Journeys will not accept responsibility or liability for any participant who contravenes any law or regulation of any country visited.



The participant must abide by the rules put in place by Volunteering Journeys (and/or it's local partners if applicable). Breaking these rules may result in dismissal from the program with no refund. Illegal drug use is strictly prohibited and may result in instant dismissal from the program with no refund.

The volunteer agrees to comply with Volunteering Journeys' Code of Conduct.

Absence from the program

If any participant does not report on the program already signed up by him/her within a period of five (5) days from the program start date without providing any notice, such program will be deemed to have been cancelled.

Participants can commence their program any time after the scheduled start of their programs so long as they provide sufficient notice to Volunteering Journeys on their late arrival. However, no portion of the program fee for the absence period will be refunded.

Miscellaneous

The participant agrees not to directly contact any of Volunteering Journeys' partner organizations which have been disclosed to them by Volunteering Journeys and shall not directly enter into any arrangement with the partner organizations without written approval except for the following reasons:

- confirming travel arrangements
- providing specific information requested by the partner organization

The participant agrees to allow Volunteering Journeys to use feedback, including quotes, photos, blogs, videos etc., on www.volunteeringjourneys.com as well as Volunteering Journeys' social networking pages. Participant may request that photographs and videos showing individuals be removed from the site, unless these were submitted with the purpose of being shown on the site.

Volunteering Journeys reserves the right to discontinue or alter any aspect of the services provided at any time. Notwithstanding anything else contained in any agreement, the liability of Volunteering Journeys to the participant shall not in aggregate exceed the amount of the registration fee paid by the volunteer.

Volunteering Journeys does not warrant or make any representations regarding the correctness, accuracy, reliability, or otherwise of the materials in this site or the result of their use.

Force Majeure



Volunteering Journeys cannot accept liability or pay any compensation where the performance or prompt performance of Volunteering Journeys or our partner's contractual obligations is prevented or affected by reasons or circumstances amounting to 'force majeure'.

Circumstances amounting to 'force majeure' include any event which we or the supplier of the service(s) in question could not, even with all due care, avoid such as, for example, war or threat of war, civil strife, government intervention, natural or nuclear disaster, industrial dispute, terrorist activity, adverse weather conditions, fire and similar events.

Release Clause

The participant agrees to irrevocably release, discharge and agrees not to sue Volunteering Journeys, including any of its agents, employees, managers directors, shareholders, host families and host country partner organizations ("the released parties") from any actions, suits, liability, claims, or other causes of action of any nature which may hereafter arise from any cause whatsoever including, without limitation, that arising from the participant's placement on a program.

Severability Clause

These terms and conditions are severable. In the event any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

Copyrights, Trademarks and Links

The content of the pages of our website (<u>www.volunteeringjourneys.com</u>) is for your general information and use only. It is subject to change without notice.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose.

- You acknowledge that such information and materials may inadvertently contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
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 Reproduction is prohibited other than in accordance with the copyright notice, which
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- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

Volunteer Code of Conduct

The Volunteering Journeys Code of Conduct sets out the standards of behavior that is expected of all participants across all locations and programs. Each participant will be given a copy of this document before commencing their program. It is the responsibility of each participant to fully read, understand and fully adhere to the Code of Conduct.

Disciplinary Procedures

Volunteering Journeys will aim to be flexible, helpful and friendly to all participants. In particular, we will try to help you with your work if you're trying hard, but still getting into difficulties. Nevertheless, formal complaints procedures (by you) and disciplinary procedures (by us) are necessary to ensure the smooth running of our operations.

Every reasonable effort will be made to resolve any disciplinary matter before it becomes serious. However, we reserve the right to take appropriate action in the event of behavior which would reasonably be expected to give offence to our staff, partners, projects or other participants in the program. This includes, but is not limited to, behavior such as serious rowdiness or drunkenness, open disobedience to the local rules & regulations, failure to turn up to work, leaving work without any adequate reason, or in the event of an unreasonable inability, from whatever cause, to do the work expected. It would be at the discretion of Volunteering Journeys to suspend you from your work during any disciplinary process. You are under the authority of Volunteering Journeys throughout the period of the project placement.

Financial Disclaimer

Volunteering Journeys does not take any direct responsibly for the use of third party online payment facility. Volunteering Journeys will not be responsible for any malfunction in software for online payment. All disputes arising with Payment fraud will directly be dealt with the Banks or the relevant/appropriate financial institution, depending on the method of Payment used by the customer.

Jurisdiction

Volunteering Journeys Pvt Ltd of 121 Kingsmead Avenue, Worcester Park, UK and you, the participant, are the sole parties to the contract for the provision of your volunteer placement. The proper law of the contract between us is the UK Law. The courts of the United Kingdom



shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the contract.