



P O Box 392
Newlands
7725
Western Cape
South Africa

Email: admin@africanvoluntourism.org.za www.africanvoluntourism.org.za

VOLUNTEER TERMS AND CONDITIONS

African Voluntourism Services Agreement

Introduction

This Volunteer Services Agreement is a legally binding contract which sets forth all of the terms and conditions of Your agreement with *African Voluntourism*. As part of Your application process, You are required to verify and affirm that You have read and thoroughly reviewed this contract and that You understand, entirely accept and agree to be bound by all of its terms. All services and volunteer arrangements provided by or through *African Voluntourism* are subject to this contract being completed by You of an application being Annexure "A" and/or corresponding payment of any fee to *African Voluntourism* whereupon You will be contractually bound to this agreement.

If you have any questions regarding this contract, please email *African Voluntourism* and we will be happy to assist you. However, this document, including any Annexures hereto, is the sole source of any obligations and/or services to be provided by *African Voluntourism* and therefore no oral or other communications or documents regarding the substance of this agreement are relevant or binding upon *African Voluntourism*. You should retain legal counsel to assist you if you do not fully understand any provision included in this document.

1. Definitions

This Agreement includes certain key terms that are specifically defined in the Definitions that follow. Other defined terms may be included in the body of the Agreement. Defined terms shall have the meaning and intent respectively defined below:

1.1 "Agreement" – means this Agreement together with Annexure "A" and other Annexures attached to this agreement.

1.2 "Applicant" – means a specific person identified in the Application Form and any reference to "You" or "Your" may be used interchangeably when referring to the Applicant.

1.3 "Arrival" – means the first date of arrival and/or commencement of services with *African Voluntourism* either on a project, internship or a tour.

1.4 "Third Party" – means the persons, entities and/or organizations located within South Africa or other host country which has entered into an arrangement with *African Voluntourism* the terms of which, amongst other things, the Third Party agrees to accept *African Voluntourism* Applicants and allow the Applicants to provide Volunteer Services in connection with Projects being conducted. Dependant on the Project, the Third Party may also provide accommodation and meals to the Applicant.

1.5 "Host Countries" – means the country in which the Applicant is placed to perform Volunteer Services, including but not limited to the Republic of South Africa.

1.5 "Hosts" – means the people of the Republic of South Africa or Host Countries who provide living accommodations and meals to the Applicant for the duration of the Project, which may include Homestays, bed and breakfasts, self-catering hostels, or similar accommodation.

1.8 "RSA " – means the Republic of South Africa.

1.9 "Placement" – means the general process of placing an Applicant in a particular Project located within Host Countries.

1.10 "Project Fees" – means the applicable fees to be paid to *African Voluntourism* by the Applicant and as set out in the attached Project Sheet and/or invoice.

1.11 "Project" – means the specific venture and/or activity for which the Applicant is engaged and selected to provide volunteer services, internship as more fully specified in the Project Sheet attached hereto.

1.12 "Project Period" – means the length of time for which the Applicant is scheduled to volunteer, or do an internship in a Host Country in completion of the assignment, as more fully specified in the attached Project Sheet.

1.13 "Project Staff" – means the employees, representatives, contractors, agents and the like, responsible for or otherwise in charge of the Project for which the Applicant is providing volunteer and internship opportunities/ services.

1.14 "Project Sheet" – means the Annexure hereto and which contains the specific terms of the Applicant's Placement, including a description of the Project, possible project activities / tasks and any similar information specific to the Applicant.

1.15 "Volunteer" and intern means the Applicant who renders services/work without any form of remuneration.

1.16 " Volunteer Services" and internship – means the activities/tasks, which the Applicant will render to the Project and as set out in the Project Sheet.

1.17 "Indemnified Party" means any combination of the following: *African Voluntourism*, its officers, employees, contractors, consultants, agents and any related entities, associates or affiliates of *African Voluntourism*, and each of their respective officers, employees, contractors, consultants and agents, from time to time.

2. These terms and conditions

2.1 The relationship between *African Voluntourism* and the Applicant is governed by these terms and conditions and any Annexures hereto ("terms and conditions");

2.2 No amendment or consensual cancellation of the terms and conditions, extension of time, waiver or relaxation or suspension of any of the provisions or terms of these terms and conditions shall be binding unless recorded in writing and signed by an authorised representative of *African Voluntourism*;

2.3 The Applicant agrees to abide by the terms and conditions, which may be amended from time to time. The current terms and conditions are available to Applicants on request from *African Voluntourism*.

3. Provision of services by *African Voluntourism* .

3.1. *African Voluntourism* reserves the right, in its sole and absolute discretion, to decline any Applicant.

3.2 Placement of Applicants – In consideration of Your payment of the Project Fees identified in the Project Sheet/Invoice and the Volunteer Services to be provided by You pursuant to this Agreement, *African Voluntourism* agrees to arrange a Project in a Host Country for which You

shall provide Volunteer Services for the duration of the Project Period. Additional specific terms of the Project and the Volunteer Services to be provided by You are provided in the Project Sheet. *African Voluntourism* is not obligated to perform any other services for or on behalf of You other than those specific services identified in this paragraph 3. Unless specifically provided otherwise in this Agreement, You shall remain solely responsible for paying any and all costs and expenses related to your participation in any Project and/or Placement.

3.3 Project Mismatch – If, after Your arrival in the Host Country, there is a valid mismatch in your selected project we will work with you to try to resolve any difficulties as quickly as practicable, and where possible an alternative projects will be sought bearing in mind cost implications to both parties.

3.4 Project Variance – On occasions, Project Staff may request that You assist with some additional tasks or services, not covered in Your Project Sheet or other relevant documentation, that are related to the assigned Project.

If, after Your arrival, a Project terminates prematurely or other circumstances require *African Voluntourism* to move You from Project, *African Voluntourism* will endeavour to assist You with logistical arrangements within reason. Your travel insurance policy should cover unexpected cancellations / curtailments.

If a Project change is requested by you before You leave for your Host Country, *African Voluntourism* will attempt to find an alternative Project for You in the same region. If *African Voluntourism* is unable to confirm an alternative Project within the region or You do not wish to accept the alternative Project selected for You, *African Voluntourism* will refund to You any monies that may be due to You subject to paragraph 6 below.

3.5 Airport Collection and Drop-Off – A *African Voluntourism* preferred transport operator will pick You up from the airport closest to the project area in your Host Country. You are required to inform *African Voluntourism* of Your flight schedule, in writing, at least 28 calendar days in advance of Your arrival in your Host Country. Furthermore, you should re-confirm your arrival within at least 48-hours again by e-mail or Fax. If, due to unforeseen circumstances, *African Voluntourism* or its representative fails to arrive within thirty minute of Your scheduled arrival in your Host Country, You should call African Voluntourism' 24-hour contact number as listed in your info-pack. This also applies if Your flight is delayed or otherwise changed. *African Voluntourism* or their Representative will collect you from the Your Host or Project and drop you off at the airport in time for your departure. It is your responsibility to confirm your departure with the relevant airline 3 days prior to departure. However, *African Voluntourism* will gladly do this for you if requested timeously.

Airport/project/airport collection costs are included in your project fee.

3.6 Host/Third Party – *African Voluntourism* arranges for the Host and or Third Party to provide living accommodation and meals for You during the Project Period. In terms of accommodation and meals, *African Voluntourism* assumes no responsibility beyond arranging for the Host to provide such services to You. You are solely responsible for arranging your own accommodation and meals, at Your sole expense, if You arrive early or stay after the Project Period.

Please see individual Project Sheet for details regarding meals and accommodation as they may vary from Project to Project.

3.7 Accommodation – accommodation will be within communities at a local home-stay or bed & breakfast / similar. Should Your accommodation choice be unavailable *African Voluntourism* reserves the right to make suitable alternative arrangements on Your behalf.

Accommodation may vary according to the socio-economic profile of the Host and the area. We will however, facilitate that basic standards of hygiene for bathroom, toilet, kitchen and living conditions are functional and clean.

Accommodation will be within a formal building, being well maintained and in good repair.

Any accommodation provided as part of a Placement is intended solely for use by Applicants. No visitors of any Applicant are permitted to make any use of any accommodation or meals provided by the Host/Third Party.

If You choose to spend time away from the accommodation provided during the Project Period, such as on an overnight trip that You organize, You do so at Your own cost and neither *African Voluntourism* nor the Host/Third Party will refund or reimburse You for accommodation and meal costs incurred by You during time spent away from the Host/Third Party.

Please see individual Project Sheet for details regarding accommodation as they may vary from Project to Project.

3.8 Meals – Through the Host/Third Party, You are provided local foods, namely breakfast, lunch (where applicable) and dinner this could be project specific, for each day during the Project Period.

Meals will be provided with due consideration to any special dietary requirements that You may have. However, restrictions on special dietary requirements may apply in rural areas.

In certain circumstances, You may wish to supplement the provided meals with food purchased by You. In such cases, You may wish to account for this contingency in Your personal finances and budget.

The Host/Third Party does not provide any mineral water, alcohol or other beverage types. If You have a special or unique diet, *African Voluntourism* will work with the Host in providing these where possible. If the Host is not able to assist, *African Voluntourism* will outsource such special dietary requirement and have it delivered to your Host. You will be responsible for the additional cost for this special dietary service- which costs will be presented to you before commencement of the Volunteer Services.

No refund or other reimbursement is available if You decide to spend time away from the Host/Third Party during the Project Period.

3.9 Restrictions for rural areas – While most Projects are situated within or near major metropolitan areas, some projects may be in more rural or isolated areas. Some modern conveniences and services such as local telephone and Internet access may not be available for Placements in rural areas. However, *African Voluntourism* will try to reasonably locate access to any such services, within limitations.

4. Responsibilities of Applicant

4.1 Payment of Project Fees

In consideration for *African Voluntourism* services in planning and arranging Your Placement and/or Project, You hereby agree to timely pay to *African Voluntourism* all of the Project Fees listed in the Project Sheet and/or invoice, as more particularly provided therein.

4.2 Insurance

African Voluntourism does not provide travel insurance to Applicants. You are required to take out your own comprehensive travel insurance cover when paying your deposit to cover you for, but not limited to, cancellation, curtailment, medical expenses, personal baggage, emergency evacuation and money.

You are solely responsible for evaluating and determining the type, extent and levels of any insurance coverage You may purchase for the Project Period, including, without limitation, coverage for: light work; the cost of cancellation of the Placement; the cost of assistance including repatriation in the event of accident or illness; legal liability and expenses; lost baggage; cancelled flights; medical expenses; kidnapping; liability arising due to personal injury to You or a third party; and cancellation of your Placement for any other reason.

Proof of insurance taken must be provided to *African Voluntourism* when confirming flight and visa particulars on the Travel Detail Form.

4.3. Placement

You hereby understand and agree that Project placement is subject to availability and at the sole discretion of *African Voluntourism*.

4.4. Developing Countries

Host Countries can be viewed as developed or developing country with many needs but limited resources. As a result, You hereby agree that Placements and Projects in rural or isolated areas can not and shall not be held to the same standards as in developed nations. You agree that You shall not request any Placement and/or Project in a Host Country unless You have a thorough understanding of what to expect as far as accommodation, meals and likely Project challenges.

4.5 Applicant Information

You hereby authorise *African Voluntourism* to collect and retain personal information about You in connection with Your application and You agree to provide additional information about You as requested by *African Voluntourism*.

Such information to be collected and considered by *African Voluntourism* in reviewing Your application includes, but is not limited to, references, employment history, health history and medical information, social security and driver's license numbers, current and previous mailing addresses, criminal background check and family members.

You agree, understand and acknowledge that *African Voluntourism* may use Your personal information in company promotion materials (newsletter) or share Your personal information with the Project Staff, Hosts/Third Parties and similar persons or entities in connection with possible Placements and/or Projects for You. If *African Voluntourism* should determine, in its sole discretion, that You are unsuitable for any Placement or Project, You agree that *African Voluntourism* may terminate Your application request by notifying You of the termination. Upon any such termination, You agree that You are only entitled to any refunds that may be specifically required pursuant to paragraph 6 below.

4.6. Performance of volunteer services for project

For the entire duration of the Project Period, You hereby agree that You shall provide voluntary, non-remunerated, services in connection with the Project, as requested and directed from time-to-time by the Project Staff. You hereby agree to join Your Project on the correct date and to continue work on the Project throughout the duration of the Project Period.

4.7. Respect and adherence to local culture, customs and laws

Host Countries are culturally diverse. Each culture cherishes and protects their traditional cultures, where values, thinking, dressing, and daily activities are very different from western culture. It is Your responsibility to understand and follow the local culture, customs, laws and Volunteer Code of Conduct during Your entire stay in the Host Country. You agree to dress appropriately, respecting the culture of your Host/Third Party.

It is your responsibility to follow and abide by the laws of the Host Country. Failure of which may lead to prosecution.

4.8. Project rules and requirements

In addition to the contractual requirements imposed upon You in this Agreement and the applicable laws of the Host Country, You are required to follow and adhere to any specific rules and/or requirements established by *African Voluntourism* and any rules and/or requirements applicable to the specific Project. Please contact *African Voluntourism* if You are concerned

about any rules and/or regulations of *African Voluntourism* and/or Project Staff or if You wish to read any such rules and/or regulations prior to executing this Agreement.

4.9 Developing Countries

Host Countries can be viewed as developed or developing country with many needs but limited resources. You agree, understand and acknowledge that You will not be provided and shall not expect to receive luxurious or superior accommodations and/or meals during the Project Period in the Host Country (unless negotiated and agreed in advance). You further agree, understand and acknowledge that the living accommodation and meals in Projects are project specific and may be minimal and basic.

4.10. Contact Information

You agree that it shall be your sole responsibility to retain and carry with you any and all necessary contact information, including the address and contact numbers of *African Voluntourism* so that You may contact them in the event any need should arise.

4.11. Project Acceptance

You agree that it is ultimately Your responsibility to make sure that the assigned Project is the best Project for You and Your needs.

4.12. Additional Information

You are responsible for contacting *African Voluntourism* prior to accepting a Project and/or leaving for the Host Country to request from *African Voluntourism* any additional Project or Host/Third Party information that You may need before accepting a Project and/or leaving for Your Project.

4.13. Compliance with host/Third Party rules

You agree to respect the culture and follow the rules of the Host/Third Party. Hosts/Third Party in Host Country may be sensitive to cultural differences and it is Your responsibility to discuss cultural issues with *African Voluntourism* and/or Hosts and Third Parties.

4.14. Visitors

Visitors are not permitted to stay overnight. If you would like to bring a visitor for a brief visit, You must first get permission from the Host/Third Party

Host/Third Party members and children are not allowed to stay in a room with you or visitors at any time.

4.15. Valuables

You agree and acknowledge that You will not leave any valuable belongings unattended or in any room without a lock and that neither *African Voluntourism* nor its Host/Third Party are responsible, under any circumstances, for any damaged, lost or stolen items.

However, as an added precaution, *African Voluntourism* will give preference to Host/Third Party accommodation that has household insurance cover, although this is not guaranteed or a prerequisite.

4.16. Personal care

You agree that where applicable it is Your responsibility to clean Your own room and personal use items (including underwear and under garments) during the Project Period and to bring any other accessories needed for personal use during Your stay with the Host/Third Party. A list of recommended items will be provided prior to departure to assist in your packing.

You may use a laundry service, or arrange such in-house service with your Host, at a mutually agreed rate.

You further agree that You may not and will not use any personal belongings of the Host/Third Party such as TV, telephone, air-conditioner or any other facilities without prior permission. For any such use, You agree to separately pay for those products and services not provided in the Terms.

4.17. Responsibility for travel

You agree, understand and acknowledge that You will be solely responsible for arranging and paying for Your own travel, specifically including all airfare to and from the Host Country and local transportation. It is your responsibility to carry all necessary documents while you travel overseas. You agree that *African Voluntourism* shall not be responsible for any supporting documents necessary for Your travel needs or other purposes. You agree that *African Voluntourism* is not responsible for any airfare or for any other charges that may result from cancelling, changing or transferring flights or other arrangements which may result or occur as a result of Your Placement and/or Project being revised, cancelled, terminated or otherwise modified for any reason and not limited to due to Force Majeure and/or any event and/or circumstances outside *African Voluntourism* control.

Project Fees do not cover in-country transportation, unless expressly listed in the Project Sheet.

4.18. Personal expenses

You agree, understand and acknowledge that You are solely responsible for all of Your personal expenses during your Placement, which includes but is not limited to the cost of daily transportation to and from Your Host/Third Party accommodation and Your Project where applicable.

Items such as, but not limited to, telecommunications, laundry, gratuities, donations, beverages, portage, additional sightseeing, additional transportation are for your own account.

4.19. Prohibition against direct contact

You agree, understand and acknowledge that *African Voluntourism* has invested considerable resources in securing Your Placement and/or Project. As a consequence, You agree that You shall not directly contact any Host/Third Party/Project Staff or any other similar contact or resource provided or otherwise disclosed to You by *African Voluntourism* and You agree that You shall not, under any circumstances, directly enter into any services arrangement with any such person or entity without *African Voluntourism* prior written approval. In the event of any breach by You of this subparagraph, You agree that You shall remain fully obligated to pay *African Voluntourism* for all Project Fees provided in the Project Sheet/Invoice and You also automatically waive and forfeit any and all rights to reimbursement provided in paragraph 6 of the Agreement.

4.20. Personal liability

You agree that You are and shall remain personally and solely liable for Your conduct, actions and/or omissions within the Host Country, including, without limitation, any damages You and/or Your guests may cause: (i) to the Host/Third Party and/or accommodations provided by the Host/Third Party; (ii) to the Project Staff and/or the Project; and (iii) any person or property located within the Host Country.

4.21. Project facilities

You agree that You shall not make any personal use of any Project facilities (for example, a school's swimming pool or sports facilities) without the prior consent of the Project Staff, if not included in your Project Sheet.

4.22. Passports

You agree that You are solely responsible for ensuring that You have and maintain a valid passport that is acceptable to the immigration authorities of the Host Country and which will remain valid for the duration of the Project Period and for a period of at least six (6) months after the termination of the Project Period.

You shall be required to have at least ONE (1) unused page when presenting your passport for endorsements.

4.23. Immunisations and medical conditions

You agree that it is and shall remain Your sole responsibility to ensure that You have taken appropriate medical advice from your doctor with respect to the Host Country, and that you have received all of the appropriate inoculations, immunizations and medical treatments with respect to the Host Country within the appropriate period of time prior to Your arrival in the Host Country. In addition, You agree that you are solely responsible for bringing with You and maintaining any necessary/recommended medications or medical equipment (such as syringes, water sterilization tablets, mosquito netting and malaria tablets). You also agree to take reasonable steps to keep Yourself in good health by taking any such medications and not taking part in any high-risk activities during your Placement, which could compromise Your health.

4.24. Medical Disclosures

You agree that You will fully disclosed to Us any and all medical conditions and health issues that are relevant to Your Placement before departure and Your work on any Project. You agree that if You provide any incorrect or false information to us, You will be solely responsible for any results and/or legal consequences under the laws of the Host Country. If You have given any incorrect or false information about Your medical or mental health conditions, You may be removed from the Project immediately and You agree that You automatically waive and forfeit any right to any reimbursements otherwise payable pursuant to paragraph 6 hereof.

4.25. Special medical needs

If You have any special medical needs or conditions or if You need special help, You agree to inform *African Voluntourism* in writing at time of Application. Medical facilities may be limited in your Project area so You are solely responsible for verifying that any medical treatments and/or facilities that You need or anticipate needing to accommodate Your medical needs are available in the Host Country or near the location of Your Project.

4.26. Food and water

Normal precautions should be taken when consuming water, although the water quality in South Africa generally is of a high standard.

Consuming of certain road-side foods should also be taken with precaution. You agree that You are solely responsible for avoiding the consumption of foods from roadside vendors and/or cheap restaurants. Eating foods from roadside vendors or similar sources may result in diarrhoea or more serious ailments.

4.27. Travel advisories

It is Your sole responsibility to investigate and adhere to any travel warnings from Your governmental agencies. You agree that *African Voluntourism* shall bear no obligation or responsibility whatsoever for any liability resulting from Your failure to follow any travel advisories. You hereby agree that You are solely responsible and do hereby assume all personal risks of travelling to and working/volunteering in the Host Country.

4.28. Entry Visas

In cases where an entry visa is required for entering the Host Country, You agree, understand and acknowledge that You are solely responsible for arranging, obtaining and/or extending Your visa, including payment of any and all fees associated with Your visa.

4.29. Visa Complications

In the event that Your Placement has to be cancelled or significantly curtailed due to the immigration authorities not accepting Your visa as adequate, You agree, understand and acknowledge that You are not entitled to any refund of any payments and/or Project Fees.

4.30. Prohibited activities

You agree that You shall not engage in any mercenary activities, criminal activities, illegal drug use or trafficking, interactions with terrorist groups, or any political activities. You agree that You will not travel alone after dark or engage in any other reckless or negligent conduct that could impact your welfare or safety such as alcohol abuse or ingesting any other drugs. You further agree that You will not swim in any open rivers or travel alone in dense forest or isolated areas where you may get lost. You agree that You will not smoke inside any Project facility or any Host/Third Party premises. Failure to obey any of the above conditions may lead to immediate cancellation of your involvement in the Project and removal from the Host/Third Party premises and You hereby forfeit and waive any rights to any reimbursement that may otherwise be provided in paragraph 6 hereof.

4.31. Misconduct

Should you be found to be breaking any laws (civil or criminal), Volunteer Code of Conduct, project rules or child, gender or human rights in terms of the Host Country's Laws, *African Voluntourism* reserves the right to remove you immediately from the project at *African Voluntourism* sole and absolute discretion with no reimbursement of Project Fees otherwise provided in paragraph 6 . All local and national laws are applicable and the children's, gender and human rights are to be adhered to and respected at all times. See paragraph six (6) for additional terms and conditions.

4.32. Complaints/Disputes

4.32.1 contact *African Voluntourism* when the volunteer does not report for work and in cases of gross misconduct and breach of the Terms and Conditions;

4.32.1.1 If deemed necessary, African Voluntourism will assist in the manner indicated below concerning the resolution of any disputes between the parties;

4.32.1.1.1 Informally

The parties shall each nominate a representative, which representatives shall attempt to reach resolution within five days of the nomination of their respective representatives; failing which

4.32.1.1.2 the dispute shall be determined by submission to informal mediation within three days of the process set out in 4.32.1.1 above failing.

The independent mediator will assist the parties in attempting to resolve the dispute within five days of his appointment, failing which;

4.32.1.1.3 either of the parties may refer the dispute to Arbitration by a person agreed upon by the parties and whose decision shall be final and binding on the parties.

4.32.2 The Arbitration shall be conducted in Cape Town as quickly as possible and in accordance with the procedure prescribed by AFSA. (Arbitration Foundation of South Africa).

4.32.3 The decision of the Arbitrator, in addition to being final and binding, may be made an Order of Court at the option of either party and shall not be subject to an appeal.

5. Application and Fee Payments

5.1 Payment

In consideration for *African Voluntourism* services in planning and arranging a Placement and Project for You, You agree that You shall timely pay to *African Voluntourism* all of the Project Fees listed.

5.2. Confirmation and invoicing

On receipt of your Application and Booking Form, a project acceptance and quotation will be forwarded to you within five working days for your acceptance or amendments. If you have not heard from us within this time period, please follow up your application with us. Acceptance onto a Project is subject to the sole and absolute discretion of *African Voluntourism* and no discussion or correspondence will be entered into.

On acceptance of quotation we will invoice You for payment within 3-5 working days via fax or email.

5.3. Non-refundable deposit to secure

You shall pay by bank transfer a non-refundable deposit to *African Voluntourism* in the amount of 50% of the presented invoice, which represents a portion of your Project Fees, to secure your place on the Project. The payment of the deposit to *African Voluntourism* shall be, in all cases and notwithstanding anything to the contrary contained herein, non-refundable.

5.4. Project Sheet and travel detail form

Upon receipt of Your initial application and deposit, *African Voluntourism* will send You a Project Sheet and a Travel Details Form.

You must then complete and return to *African Voluntourism* the Travel Details Form in full by the specified date. *African Voluntourism* will begin to arrange Your Placement once You have fully completed and returned the Travel Detail Form.

5.5. Balance of payment

You hereby agree to pay to *African Voluntourism* the remaining balance of the Project Fees at least 45 days prior to Your scheduled arrival date of Your Placement, or the full amount due if you apply in less than 45 days from arrival.

5.6 Change of booking

If you wish to revise your Project and/or change your booking after acceptance *African Voluntourism* will use reasonable efforts to make the requested changes, provided *African Voluntourism* receive your requested revisions in writing and there is sufficient time to do so. An amendment fee will be charged. No revisions will be implemented without advance payment of the specified fee. Should *African Voluntourism* not be able to accommodate your request and You therefore must cancel, *African Voluntourism* usual cancellation procedure will apply.

5.7 Failure of payment

Failure to pay the balance of fees due in full 45 days prior to arrival will result in the cancellation of your application. Fees received to date by *African Voluntourism* will not be refunded.

6. Cancellation and Refund Policy

6.1 Refund considerations

Due to the cost incurred in identifying and securing Projects, *African Voluntourism* is therefore unable to provide and does not provide an open refund policy. It is solely your decision to join our Project and no Applicant should participate in our Project if the Applicant feels that he or she is paying more for the services than Applicant will be receiving from the Project. *African Voluntourism* commits significant resources to arranging each Placement and Project. *African Voluntourism* is unable to recover these advance costs so *African Voluntourism* is required to

adopt and enforce a strict policy against refunds, except as otherwise specifically provided in sub-paragraph 6 .2 below.

6.2 Restrictions

Cancellation of any Project must be received in writing and acknowledged by *African Voluntourism* . Should You cancel a Project the following conditions apply:

- a) If *African Voluntourism* has 45 days or more notice, only the deposit is forfeited.
- b) If *African Voluntourism* has less than 45 days notice, the deposit in addition to a cancellation fee will be payable by You as follows:
 - o 44 – 29 days 70% of total fee
 - o 28 – 15 days 85% of total fee
 - o 14 – 0 days 100% of total fee

6.3. Cancellation of project by *African Voluntourism*

If *African Voluntourism* cancels a Project, due to no fault on Your part, before the start of the Project date, *African Voluntourism* will provide You a full refund of the applicable Project Fees. If *African Voluntourism* cancels a Project after the start of the Project because closure of the Project or of a sudden outbreak of disease, political instability, natural disaster or similar condition beyond the control of *African Voluntourism*, will refund to You a portion of the Project Fees based upon the pro-rata remaining weeks in the Project, if *African Voluntourism* is unable to place You in an acceptable alternative and/or similar Project.

6.4. Payment of Refunds

Any refunds payable hereunder by *African Voluntourism* will be made to you within ninety (90) days from confirmation of cancellation.

7. Termination of Agreement

7.1. Immediate termination

African Voluntourism reserves the right to immediately terminate this Agreement by giving You written notice of termination if any of the following events occur: (i) *African Voluntourism* discovers that You are involved in any illegal activities or convicted of any criminal activities before or during the Project; (ii) failure to conform to the Volunteer Code of Conduct and/or Your behaviour, actions and/or conduct is deemed threatening or unacceptable or offensive in the judgment of the Host/Third Party/Project Staff or otherwise causes fear or distress to any member or guest of the Host/Third Party/Project Staff or anyone else involved in the Project; (iii) you provide to *African Voluntourism* incorrect or false information in Your Application, regarding but not limited to personal, medical or mental health conditions. Any such termination pursuant to this paragraph shall be effective from the date of notice of termination and You agree that You shall not be entitled to any refund whatsoever.

7.2. Performance related termination

African Voluntourism reserves the right to terminate this Agreement by giving You written notice of termination if any of the following events occur: (i) the Host/Third Party/Project Staff feel that You are not fulfilling Your responsibilities and duties under this Agreement; (ii) You refuse to accept and perform Your volunteer services under this Agreement; or (iii) You violate any term of this Agreement. In the event *African Voluntourism* elects to terminate this Agreement for any of the grounds provided in this subparagraph, *African Voluntourism* will first give You written notice identifying the violation alleged by *African Voluntourism* and You will have five (5) days from notice to remedy the alleged violation. If You fail to remedy the alleged violation within the specified time period, *African Voluntourism* may proceed to terminate this

Agreement by giving You written notice of termination. No refunds whatsoever shall be recoverable or payable to You in the event of any termination of this Agreement pursuant to this subparagraph.

7.3. Effect of termination

In the event of any termination hereof, You shall be required to immediately leave and vacate the Host/Third Party premises and the Project premises. If you fail to immediately vacate and avoid the Host/Third Party premises and/or Project premises, appropriate legal action may be initiated against you as is necessary to compel your compliance. In all events, *African Voluntourism* shall bear no responsibility or liability for any termination hereunder and you are solely responsible for any costs of return travel, meals and/or alternative living arrangements. Cost(s) of any legal or required action will be recovered from you on the attorney and own client scale.

8. Releases and Waiver of Liabilities

8.1 Personal risk assumption

You hereby agree, understand and acknowledge that Your agreement to travel to, temporarily live in and provide Volunteer Services on a project in the Host Country necessarily involves a certain degree of hazards, inherently dangerous activities and personal risks to You, both foreseen and unforeseen, all of which are fully accepted by and solely assumed by You. In addition, You hereby fully and irrevocably release and forever discharge *African Voluntourism* from any and all liability for your personal injury, emotional injury, illness, disease, death, and/or property damage that may result or occur during your placement and/or the Project Period.

African Voluntourism and its Third Parties/Hosts indemnify themselves against any death, disability, injury and other claims resulting from any hazardous/adventurous activities undertaken by You.

8.2. In favour of *African Voluntourism*

You hereby fully, and irrevocably release, discharge and agree not to sue *African Voluntourism* including any and all of its successors and assigns, its agents, managers, participants, applicants, members, employees, officers or representatives, coordinators, hosts/third parties, advisers or other persons, entities, parties, organisations or agencies collaborating with *African Voluntourism* (collectively "released parties"), voluntarily and without duress, from any and all actions, suits, liability, claims, demands, losses, costs and/or causes of action for damages or other legal or equitable relief of any nature including, without limitation, claims for personal injury, emotional injury, illness, disease, death, property damage or other losses, expenses and/or damages (collectively "claims"), which may hereafter arise from any cause whatsoever, including, without limitation, that arising from Your participation in any Project or Placement and/or any Project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with *African Voluntourism*, whether or not foreseeable or contributed to by the negligent acts or omissions (whether ordinary negligence or gross negligence) of *African Voluntourism* or released parties.

8.3 Acknowledgement

You agree, understand and acknowledge that Your release and waivers in this paragraph 8 in favour of the Released Parties effectively releases and discharges the Released Parties from any liability or claim that You may have against the Released Parties with respect to any Claims that may result from Your participation in any Placement and/or Project. You also agree, understand and acknowledge that *African Voluntourism* does not assume any responsibility or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance, in the event of injury, illness, death, or property damage. You agree, understand and acknowledge that You are solely responsible for Your own safety and health care needs and for the protection of Your property.

8.4 Insurance

African Voluntourism and/or their service providers provide both Passenger and Public Liability insurances whilst transporting any Volunteer in the course of the Project. However, You agree, understand and acknowledge that *African Voluntourism* does not carry or maintain any health, medical, disability, damage or other liability insurance coverage for Your benefit or for any other Applicants, and You hereby expressly release *African Voluntourism* from any responsibility or obligation to do so. You agree, understand and acknowledge that *African Voluntourism* requires that You obtain and maintain suitable insurance coverage on Your behalf during the Project and that You are solely responsible for obtaining and maintaining such insurance.

8.5. Medical Treatment

You also hereby release and forever discharge the Released Parties from any and all Claims whatsoever that may arise on account of any first aid or other medical treatment rendered during Your participation in any Project and/or any other project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with *African Voluntourism*

8.6. Special or punitive damages

Neither party to this agreement, nor any released parties, shall be liable to each other for any special, consequential, exemplary or punitive damages, even if said party has been advised of the risk or possibility of such damages, and each party hereto expressly waives any and all rights to assert or recover any such damages from one another.

8.7. Consequential Loss

Neither *African Voluntourism* and/or their service providers will be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity or for any indirect, incidental, special or consequential damages or loss howsoever arising including but not limited to the loss, damage, injury or such related losses and damages to persons, reputation, property even if *African Voluntourism* and/or their service providers had knowledge that such damages or loss might arise

8.8. Extent of releases and waivers

You hereby agree, understand and acknowledge that the releases and waivers given by You in this paragraph 8 are intended by You and *African Voluntourism* to be as broad and as inclusive as permitted by law.

9. Additional Representations and Warranties

9.1 Volunteer services

You agree, understand and acknowledge that Your agreement to provide Volunteer Services in connection with Your Placement is an important condition of this Agreement.

9.2. Contractual age

You represent and warrant that You are of majority age and that You have full and complete contractual capacity and to the extent necessary that you have been duly authorised to enter into this Agreement by your Guardian, so as to bind yourself to this Agreement.

9.3. Photographic assignment and release

You hereby grant and convey unto *African Voluntourism* all rights, title, and interest in and to any and all photographic images and video or audio recordings that may include images and/or recordings of You and made by or on behalf of *African Voluntourism* or made with the consent of *African Voluntourism*, in connection with Your participation in any Project arranged through *African Voluntourism* and/or any Project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with *African Voluntourism*, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or

recordings Your consent to the use of acquired right, title and interest by *African Voluntourism* includes mention of Your name, age, town/city/country/area of residence.

9.4 Project work

You understand, agree and acknowledge that all work and details of the Volunteer Services to be provided by You in connection with the Project are governed solely by the Host/Third Party /Project Staff and *African Voluntourism* has no control or responsibility with regard to Your work on the Project and *African Voluntourism* do not and cannot guarantee Your level, extent or amount of work. *African Voluntourism* however, facilitates and oversees the project work plan agreement with Hosts/Third Parties and may therefore mediate if required.

9.5 Physical and mental health

You represent and warrant that You are in sufficient physical and mental health to participate in the Project selected for You and do not have any physical or mental conditions which could impair Your ability to participate in any Project.

9.6. Developing Countries

You represent and warrant that you agree, understand and acknowledge that working in Host Countries not only offers opportunities for great adventure and cross-cultural immersion, but it also carries the corresponding limitations of a developing and developed country. These limitations include, but are not limited to, poverty, poorer quality of food and water, poorer living accommodations, limited and less sophisticated medical services, limited or non-existent personal comforts such as air-conditioning, limited communication and transportation facilities, terrorist activities, higher criminal rates, beggars, and wide-ranging cultural differences that may affect Your stay in many ways. These are the realities of a developing and multi-cultural country and You acknowledge and assume the task and risks of accepting these and other similar limitations during Your stay within the Host Country. In addition to the foregoing, You agree, understand and acknowledge the potential of reduced safety standards.

9.7. Placement

You agree, understand and acknowledge that You are solely responsible for determining the Project designated as Your preference and You hereby warrant and represent to *African Voluntourism* that You have thoroughly and exhaustively researched the Host Country as designated by Your preference and You hereby consent to and accept all conditions of living and working in the Host Country and acknowledge that you are fully aware of any and all hardships and adversity associated with living and working in the Host Country. For these reasons, You hereby warrant and represent that you will not assert or allege that *African Voluntourism* has misled You in any way in connection with any Placement for which You are selected.

9.8. Transfer of personal information

In connection with Your Placement, it may be necessary for *African Voluntourism* to transfer personal information about You, including medical information, background-check information and details of any convictions, to Hosts/Third Parties in order to secure your Project Placement and Acceptance. You hereby fully consent to any and all such transfers of Your personal information.

10. **Indemnity of African Voluntourism**

You agree, in addition to the foregoing, to fully indemnify and hold *African Voluntourism* harmless from and against any and all claims, demands, losses, causes of action, costs, expenses, fees and damages arising out of or related to: (i) any breach by You of this Agreement; (ii) any damages, losses, personal injury, property damage, fines, assessments, fees or costs that are caused to or asserted against *African Voluntourism* as a result of Your actions, inaction or omissions;

or (iii) any contractual claim or other cause of action asserted against *African Voluntourism* as a result of Your conduct and/or Your failure to perform the volunteer services required hereunder.

11. Force Majeure

Various events, which African Voluntourism is unable to control, may arise and cause disruption, delay or cancellation of Your Placement or Project. Such circumstances are likely to include: war or threat of war, terrorist activity or threat of such activity, riots or civil strife, industrial action, natural or nuclear disaster, fire, adverse weather conditions, health risks and epidemics, labour dispute, strike, work slow down or work stoppage and all similar circumstances beyond the control of *African Voluntourism* (collectively "Force Majeure"). You agree, understand and acknowledge that *African Voluntourism* shall have no liability for any delay or cancellation of a Project or Placement due to Force Majeure and You hereby agree to accept all risks associated with the occurrence of any Force Majeure. *African Voluntourism* only obligation in the event of any Force Majeure is to reasonably attempt to reschedule or relocate Your Placement and/or Project. If *African Voluntourism* is unable to reschedule or relocate Your Placement and/or Project, You are entitled to seek any reimbursement of Project Fees that may be provided pursuant to paragraph 6.

12. Miscellaneous Provisions

12.1 Construction and interpretation

Each and all parties hereto acknowledge and agree that this Agreement is not a standard contractual form and that each respective party hereto is represented, or had the opportunity to be represented, by legal counsel in connection with the matters set forth herein, and that this Agreement shall, for all purposes, be deemed drafted by all parties hereto and no rule of construction or interpretation shall be invoked either against or in favour of any party respecting the interpretation of any provision hereof. Whenever used herein, the singular number or singular nouns shall include the plural, the plural the singular and the use of the masculine, feminine or neuter gender shall include all genders, as the context may require, and the term "party" shall mean an individual, a corporation, an association, a partnership, a trust and any legal entity.

12.2. Paragraph headings

All titles or headings to articles, paragraphs, subparagraphs or other divisions of this Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such articles, paragraphs, subparagraphs or other division.

12.3. Severability

Wherever legally possible, each and every provision of this Agreement shall be interpreted in such manner as to render it valid, effective and enforceable under applicable law according to its express terms, but if any provision of this Agreement shall be deemed legally prohibited or invalid under applicable law by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or any of the remaining provisions of this Agreement, which shall remain in full force and effect absent said invalid provisions.

12.4. Counterparts

This Agreement may be executed in multiple counterparts or copies, each of which shall be deemed an original hereof for all purposes. One or more counterparts or copies of this Agreement may be executed by one or more of the parties hereto, and some different counterparts or copies executed by other parties. Each counterpart or copy hereof executed by any party hereto shall be binding upon the party executing same even though other parties may execute one or more different counterparts or copies and all counterparts or copies hereof so executed shall constitute but one and the same instrument. Each party hereto ("Signing Party"), by execution of a counterpart or copy hereof, expressly authorizes and directs any other party hereto to detach the signature pages and/or acknowledgment, attestation, witness, jurat or similar pages thereto from the counterpart, facsimile or copy hereof executed by Signing Party and affix same to another identical counterpart, facsimile or copy hereof executed by Signing Party such that upon execution of multiple counterparts, facsimiles or copies hereof by all parties hereto, each party hereto may have a counterpart or copy hereof to which is attached

signature pages containing signatures of all parties hereto, together with any such acknowledgment, attestation, witness, jurat or similar pages relating thereto. The parties hereto expressly agree and acknowledge that facsimile signatures and electronic signatures or other electronic "consent click" acknowledgments shall be effective as original signatures.

12.5. Assignments

African Voluntourism may assign this Agreement or any of its rights or obligations hereunder to any third party without Applicant's express written consent. Applicant may not assign this Agreement or any of Applicant's rights or obligations hereunder without *African Voluntourism* prior written consent.

12.6. Notices

All demands, notices, approvals, consents, requests and other communications provided for hereunder shall be in writing and may be mailed or electronically transmitted via email, to the party to whom sent, addressed to it, at its address, facsimile or email address as set forth on the Term Sheet or such other address, facsimile or email address as such party may hereafter specify. Each such communication shall be effective (a) if given by telecopier or other electronic means, when such communication is transmitted to the specified address and any appropriate confirmation is received, or (b) if given by registered mail, 10 days after such communication is deposited in the mail with first registered postage prepaid, addressed as aforesaid.

12.7. Failure to act and waiver

No failure or delay on the part of any party hereto in the exercise of any right, power or remedy existing hereunder or by law shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. Any waiver granted by any party hereto shall be effective only if in writing and only in the specific instance and for the specific purpose given. No modification or waiver of any provision of this Agreement nor consent to any departure by the parties there from shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on either party not provided for herein in any case shall entitle such party to any other or further notice or demand not provided for herein in the same, similar or other circumstances.

12.8. Litigation

Subject to anything to the contrary contained herein, in the event of any litigation between the parties to this Agreement, the prevailing party shall be entitled to recover reasonable legal fees and costs, including reasonable costs of appeal, if any.

12.9. Independent Contractors

In performing their respective services hereunder, each party shall operate as and have the status of independent contractors and shall not act as or be an agent or employee of the other. Neither party shall have any right or authority or assume or create any obligations or make any representations or warranties on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever. Nothing herein contained shall be construed so as to create a partnership relationship between the parties.

12.10. Injunctive relief

Either party may have injunctive, preliminary or other equitable relief to remedy any actual or threatened dispute.

12.11. Arbitration

See clause 4.32 above.

12.12. Choice of law

This Agreement and the transactions contemplated hereunder shall be construed in accordance with and governed by the laws of the Republic of South Africa.

12.13. Consent to jurisdiction and venue

Subject to clause 4.32 above, the relevant Courts of the Republic of South Africa shall have exclusive jurisdiction.

12.14. Modification

No alteration, modification or other change of this Agreement shall be valid, effective or enforceable under any circumstances, except and unless the parties clearly document their intention to revise or amend this agreement and/or its specific terms pursuant to a written agreement that is signed by the party against whom enforcement of any such alteration, modification or other change is sought.

12.15. Acknowledgement

Applicant agrees, understand and acknowledges that Applicant (i) has read and fully understands this legal contract, with full knowledge of its meaning and significance; (ii) intends that this Agreement be legally binding upon and enforceable against Applicant; (iii) confirms that Applicant is of full legal capacity, fully competent, and enters into this Agreement voluntarily of his/her own free will.

12.16. Entire Agreement

This written Agreement, including any referenced Annexures and/or attachments hereto, concludes and represents the final agreement between the parties relating to the subject matter hereof and may not be contradicted by prior, contemporaneous or subsequent oral or written agreements of the parties, except and unless the parties hereto expressly agree to subsequent written modification of this Agreement, or its terms, as specifically provided herein. This Agreement completely and fully supersedes any and all other prior negotiations, discussions, correspondence and agreements, both written and oral, between the parties hereto and relating to the subject matter hereof and neither party shall hereafter have any rights under such other prior agreements but shall look solely to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the obligations hereunder. No representations, warranties or covenants pertaining to this Agreement or any property affected by this Agreement have been made by, or shall be binding on, any of the parties hereto, except as expressly stated in this Agreement.

I, the applicant, hereby acknowledge that I have read and understand, and agree to abide by, the Term and Conditions listed herein.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20.....

Applicant's Signature: _____

Applicant's Name in Full: _____

AS WITNESSES:

1. Signature & Witness Name:

2. Signature & Witness Name:

SIGNED AT _____ ON THIS _____ DAY OF _____ 2006.

AS WITNESSES:

1.

2. For & on behalf of *African Voluntourism* ,

(s) he being duly authorised