



TERMS AND CONDITIONS

All individuals participating in Empower – Be The Change 'International volunteer placements' must read and sign this document.

Please read our terms and conditions carefully as they are provided for your protection as well as ours. We set out in these terms and conditions the terms of your contract with us, and our mutual obligations.

All references to 'you' and 'your' are references to the participant whose name and signature appear at the end of these terms and conditions.

All references to 'we', 'us' and 'our' refer to Empower – Be The Change, Wrexham, Wales and host volunteer organisations.

All references to "placement" refer to the volunteer programme you are participating in.

All references to 'members of staff', representatives' or placement manager' refers to persons appointed or employed by Empower – Be The Change and host volunteer organisation staff or associated companies.

1. THE SERVICE PROVIDED

Empower – Be The Change:

- 1.1 On receipt of your full fee Empower – Be The Change will securely transfer the relevant fee to the placement provider via secure bank transfer.
- 1.2 Full support will be provided to the participant to apply and secure an appropriate visa to take part in the programme
- 1.3 Pre-departure briefings including support to volunteers to complete and fulfill their placement plan
- 1.4 Provide an Empower – Be The Change representative to support you before and during your placement
- 1.5 Provide full participant information to host organisation including relevant medical information that could affect your placement.
- 1.6 We believe that all statements made on our website and other marketing materials are factual and correct at the time they are made. Every reasonable effort has been made to describe the program accurately and to provide the amenities described. We will advise you of any material changes known to us prior to your departure providing there is sufficient time to do so and we can contact you.

Host volunteer organisation:

- 1.7 Organise and set up an international volunteer placement as agreed upon between Empower – Be The Change/host volunteer organisation and the participant in writing.
- 1.8 Arranging pre-departure briefings in partnership with Empower – Be The Change and (where relevant) host volunteer organisation representatives, online at empower-bethechange.org or on the telephone/Skype. A complete timetable and schedule for your placement will also be provided.
- 1.9 Arranging suitable accommodation and food (where applicable) during the period of the participant's involvement in the programme.
- 1.10 Arranging programme leaders to lead and manage projects.
- 1.11 Arranging the provision of programme equipment, training and training materials relevant to the programme.
- 1.12 Providing and maintaining full in-country support by providing 24*7 emergency contacts.
- 1.13 We believe that all statements made on our website and other marketing materials are factual and correct at the time they are made. Every reasonable effort has been made to describe the programme accurately and to provide the amenities described. We will advise you of any material changes known to us prior to your departure providing there is sufficient time to do so and we can contact you.

2. PARTICIPANTS OBLIGATIONS AND CODE OF CONDUCT

2.1 Pre-departure:

- 2.1.1 Read all information sent to you and ask any questions as soon as possible to ensure clarity.
- 2.1.2 Advise Empower – Be The Change of next of kin and contact details; any medical conditions such as allergies, prior to travel by completing all relevant forms supplied.
- 2.1.3 Provide information on any changes to health or medication which could affect your placement.
- 2.1.4 Read and sign any specific terms and conditions provided by the volunteer host agency.

2.2 Insurance

Please Note: It is a condition of participating in the programme that all participants have a valid travel insurance policy to cover the entire duration of their trip, which extends to include manual conservation and volunteer work. Adequate and valid travel insurance is compulsory for all participants.

Your insurance policy and details must be provided to Empower – Be The Change 14 days prior to your arrival in India.

If you intend to extend your stay in India beyond the project placement end date you must purchase your own additional insurance and provide this information to Empower – Be The Change India before your departure.

You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of expenses, injury, death, repatriation, cancellation and curtailment and dependent relatives. You are required to carry proof of insurance with you and produce it if reasonably requested by Host volunteer organisation employees or suppliers. You should ensure that you are covered for the complete duration of your travels and that there are no exclusion clauses which limit cover for the type of activities included, or the altitudes attained, in your travel arrangements.

2.2.1 Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of signing this agreement of any condition, medical or otherwise, that might affect your or other people's enjoyment of your placement or booking.

2.2.2 By volunteering with the host volunteer organisation the Participant accepts that he / she will be subjected to various physical and emotional demands. Participants are aware and accept that the standard of living, including food, hygiene and accommodation in India may be below the general standards of their own country.

2.2.3 The participant understands that he/she is under a duty to inform Empower – Be The Change and host volunteer organisation in advance of the Program of any medication requirements, any allergies and any other physical or mental condition or limitation that might disable or render the participant unable to perform or safely complete the programme.

2.2.4 The participant agrees to notify Empower – Be The Change and the host volunteer organisation of any physical and medical condition at least 2 weeks prior to departure and also of any changes in his/her physical and medical condition occurring after the participant's signing of this Agreement.

2.2.5 Empower – Be The Change /host volunteer organisation shall not in any event be held liable for any consequence arising out of the participant's failure to take advice or medication as prescribed by a medical practitioner both prior to departure and during the programme.

3. Bookings

To make a booking you can contact us in several ways; directly over the telephone, via our website, Skype, Facebook or Twitter.

The person making the booking (hereinafter referred to as the 'Lead Name') must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party.

- 3.1 You will need to pay a deposit at the time of booking which is £150. Payments can be received by bank transfer. Full payment details will be provided on invoices. Please note that depending on when you book, you may be required to pay the full balance of your placement at the time of booking, please see further below.
- 3.2 Upon receipt of your deposit/full payment, we will start to process your application. However, if you withdraw your application at any stage, as we will

have already incurred costs in processing your application and looking for a placement, we regret that we cannot refund your deposit, as we need to cover our costs incurred on your behalf. We will, however, refund your deposit and any other fees paid to date, less the costs of any pre-placement training you have received, if we cannot locate a placement for you.

- 3.3 If we accept your booking, we will issue a confirmation invoice. A contract will exist between us from the date we issue the confirmation invoice or if you book within 7 days of departure the contract will exist when we accept your full payment. When you receive the confirmation invoice please check the details carefully and inform us immediately if anything is incorrect.
- 3.4 We will inform you of the location of your placement on booking. We reserve the right to cancel or postpone your booking if you have not returned all the necessary completed forms to process your application within the required timeframes or do not make payment by the due dates.
- 3.5 The final deadline for receipt of completed forms is 28 days before the start date of your programme or departure date (date you leave your home country) whichever is earlier, where information is required earlier for any programme you will be notified at the time of confirmation.

4. ADMENDMENTS, CANCELLATIONS AND CURTAILMENT AND LATE PAYMENT

- 4.1 If, after our Confirmation Invoice has been issued, you wish to change your travel arrangements in any way, for example change to another programme or change departure date, we will try to make the change subject to availability but it may not always be possible. Any request for changes to be made must be in writing from the Lead Name and received by us 28 days or more before the start date of your programme or departure date whichever is earlier.
- 4.2 You will be required to pay an amendment fee of £60 per booking for each change and any further costs we incur in making this alteration (including without limitation to cover our administration costs and any costs imposed by any of our suppliers providing the component parts of the booking).
- 4.3 Cancellation and curtailment charges depend on how far in advance of your stated start date we have been informed in writing. Your stated start date refers to the earliest of either: the "preferred start date" entered on your original application form or any subsequently agreed upon date. If only a month and year are specified on the form, for administrative purposes the stated start date will be considered the 1st of the month specified.
 - a) At least 28 days before your departure date: deposit retained by Empower – Be The Change
 - b) 14-28 days before your departure date: 50% of the total booking fee will be retained by Empower – Be The Change
 - c) Less than 14 days before your departure: 75% of the total booking fee will be retained by Empower – Be The Change
- 4.4 Any alteration requested by you and received by us less than **14** days prior to the start date of your programme or departure date – date you leave your country (whichever is the earlier) will be treated as a cancellation of the original booking and will be subject to cancellation charges. Please see 4.3
- 4.5 Where you are unable to travel you can transfer your booking to another person provided you;
 - a. notify us in writing at least 60 days before departure and;
 - b. submit all original travel documents which you have received and the full name and address of the transferee;

- c. the transferee must fulfil any conditions that apply to the booking; and
 - d. payment by you of an administrative charge of a minimum of £60
- 4.6 Extensions, provided they involve no change of project or programme, are charged at the prevailing extra week (surcharge) rate published on the website current at the time that an extension is requested. No amendment fee will be added to any extension charges where there are no other changes.
- 4.7 If you stay on your placement over your invoiced duration we will charge you an additional amount per day to cover your food, accommodation, and support. This will be charged at £20/day.
- 4.8 If you curtail your programme for any reason other than for a breach by us of our obligations, we cannot pay any refunds and you would be responsible for any additional costs involved, including the cost of repatriation, subject to any claim that you may have under your insurance policy. At our sole discretion we will consider a request to make an ex gratia refund to you of any savings that we might make (such as on your board and lodging). We reserve the right to charge you an administration fee

FORCE MAJEURE

We do not accept liability and no compensation will be paid if we are forced to cancel, delay, curtail or in any other way change your placement or where the performance or prompt performance of the contract is prevented as a result of circumstances amounting to a 'force majeure'.

A force majeure means any event that our representatives or we could not, even with all due care, foresee or avoid. Such events 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 and all similar circumstances beyond our control.

5. GENERAL

- 5.1 The Participant is responsible for ensuring that he / she has a valid passport, any necessary visa, permits and vaccinations and has obtained and supplied all relevant valid documentation for the programme in terms of travel documents and medical documents.
- 5.2 The Participant acknowledges and agrees that Empower – Be The Change /host volunteer organisation reserves the right to accept or reject any person as a participant at any time, or to require a participant to withdraw from a programme at any time if it is deemed in a programme leaders sole discretion that it is the best interest of the participant's health and safety, and/or in the best interest of the programme in general.
- 5.3 The participant agrees to take personal responsibility for insuring the participant's own personal effects and Empower – Be The Change /host volunteer organisation cannot be held liable for any loss or damage of personal effects.

- 5.4 The participant shall comply with all relevant laws, regulations and customs of India during the programme.
- 5.5 The participant will at all times respect and follow local laws and culture of India and behave in a responsible and courteous manner. Each participant has a duty of care to each other, to local people, to host country nationals participating in the programmes and to the host volunteer organisation. The participants shall follow the reasonable instructions of the programme leaders during the programme.
- 5.6 As representatives of Empower – Be The Change /host volunteer organisation within the host country, the Participant must respect Empower – Be The Change /Host volunteer organisation aims and objectives and not wilfully or recklessly seek to damage relations between Empower – Be The Change /Host volunteer organisation, the programme and/or the host country. The participant must not misrepresent Empower – Be The Change /Host volunteer organisation in any way which would seek to undermine or damage relations between Empower – Be The Change /Host volunteer organisation and the host country.
- 5.7 The participant shall at all times respect and follow the health and safety procedures as set out by Host volunteer organisation, the programme leaders and/or the representative in the host country.
- 5.8 The participant acknowledges and agrees that Empower – Be The Change/Host volunteer organisation reserves the right to contact their Next Of Kin should staff deem it necessary.
- 5.9 The participant acknowledges and agrees that Empower – Be The Change /Host volunteer organisation reserves the right to any photos and videos provided to them or taken by Empower – Be The Change /Host volunteer organisation Staff, during or after the program, for promotional purposes.

6. COMPLAINTS AND DISCIPLINARY PROCEDURE

- 6.1 We will be flexible, helpful and friendly - in particular, we will try to help you with your work. Nevertheless, formal complaints procedures (by you) and disciplinary procedures (by us) are necessary, and these are laid out below.
- 6.2 If you have a complaint about the procedures leading up to your departure, contact the UK Empower – Be The Change office and we will deal with it as quickly as possible, whether it be about our administration or about any of our officers. When you are on your placement, please bear in mind that you need to show a high level of independence and initiative in dealing with problems yourself as they arise. If you have a problem or complaint to do with your work, please discuss the matter first with your supervisor at the project placement. If it is not resolved in this way or if it is to do with your accommodation, please discuss the matter with our project co-ordinator. Any complaint made or problem known to our staff will be recorded. Individual situations are then discussed and resolved appropriately. Finally, if you still feel dissatisfied when you are on your placement, you can contact the Host volunteer organisation or Empower – Be The Change.

- 6.3 If we have to terminate your placement due to a disciplinary matter you will be wholly responsible for any costs incurred in arranging your travel back to your country of residence.
- 6.4 Further details about our company grievance procedure can be found in Empower – Be The Change company grievance policy, available on request.

7. RESPONSIBILITY AND OTHER MATTERS

- 7.1 Please note that your placement is accepted on the understanding that you come on the programme at your own risk. It is not possible for us to be responsible for the actions or omissions of those involved in your programme over whom we have no direct control, such as employees of airlines, transport undertakings and others. Equally we are not responsible for loss or expense due to war, riots, strikes, terrorist activities, natural disasters, or bankruptcies (or similar) of unconnected third parties. Host volunteer organisation/Empower – Be The Change is not liable for any injury, damage, loss, accident, delay, or other irregularity which may be caused by defect of any vehicle or other equipment, other than its own, or the negligence or default of any company or person engaged in carrying out or performing any of the services involved, other than our own staff.
- 7.2 Some courses, treks and other activities are provided by independent third parties. You should note that Host volunteer organisation can arrange bookings for these courses, treks and other activities on your behalf but are not appointed agents or representatives of these third parties and cannot accept liability for them or their activities.
- 7.3 Please note that we give you all reasonable assistance to obtain visas, visa renewals and work permits, when they are needed. However, these are arrangements between individuals and a state and are not under our control.
- 7.4 Doing paid work while on a Host volunteer organisation programme is illegal; if the relevant authorities find you have organised paid work they may take action against you.
- 7.5 Please note that Empower – Be The Change /Host volunteer organisation is not responsible for arrangements outside your working hours. Empower – Be The Change /Host volunteer organisation has no responsibility beyond your placement period. Baggage and personal effects are the sole responsibility of the owners at all time.
- 7.6 Please note that all services and accommodation are subject to the laws of the country in which they are provided. Host volunteer organisation 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 participant. Host volunteer organisation also reserves the right to withdraw without penalty any programme announced.
- 7.7 Please note that Empower – Be The Change /Host volunteer organisation reserves the right to decline to accept any person or can request any participant to withdraw at any time, when such action is determined by the appropriate staff representative to be in the best interests of the health, safety, and general welfare of the programme or of the individual participant. In such a case, Empower – Be The Change /Host volunteer organisation accepts no responsibility for any airline cancellation penalty incurred by the purchase of a non-refundable ticket or any other cost that you may incur.

7.8 Dates, schedules, programme 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. In the event that Host volunteer organisation is unable to provide a suitable placement of the type requested, we will instead offer an alternative placement.

7.9 Proper Law and Jurisdiction – The proper law of the contract between us is English Law. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the contract.

DECLARATION

I agree to fully abide with the Empower – Be The Change/Host volunteer organisation Terms and conditions.

Please sign below and return with your completed application form to:

empower.founder@gmail.com

Name: _____

Signed: _____

Date: _____