

# **AFRICA DEVELOPMENT CONSORTIUM (AFRIDEC)**

## ***TERMS OF SERVICE BETWEEN AFRIDEC AND AFRIDEC PROGRAM PARTICIPANTS***

This document contains sixteen (16) pages exclusive of this title page. This is the official agreement for any participants in AFRIDEC programs, where such participation starts on or after the date of this Publication.

# **AFRICA DEVELOPMENT CONSORTIUM (AFRIDEC)**

**NAIROBI, KENYA**

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# **TERMS OF SERVICE BETWEEN AFRIDEC AND AFRIDEC PROGRAM PARTICIPANTS**

Africa Development Consortium (AFRIDEC), also referred to as Jubilee Ventures, is a non-profit organization (NGO) registered under the laws of Kenya, with field offices and/or partnerships in Uganda, Tanzania Mainland and the Island of Zanzibar.

## **1.0 Definitions and Scope**

In this Agreement, "AFRIDEC", "We", "Our" and "Us" mean the NGO, its trustees, directors, officers, partnerships, and employees. "You", "Your" refers to the person(s) signing this Agreement; "Host" means both the Family that serves as Your home while in the country and the Project where You are placed except where one of them is specified or apparent from the context. In this agreement, the word "reception" means your being formally received by staff in the Country of Your Placement, and shall be considered complete once You sign up "Notice of start of Program" in the country of Your Placement.

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.

Where the signature of a second person is required, this agreement shall cover jointly and severally, both the applicant and the second signatory, except where such coverage is incongruous.

Where any information provided in this document is inconsistent, the natural meaning in context, shall apply in resolving any conflicts that might arise due to such inconsistency.

We may review this agreement from time to time without notice. In the event that information provided under this agreement conflicts with that provided by Us in any other document, the information provided under this agreement shall prevail.

The date provided on this agreement is the date for its publication on the web and the date it takes effect, automatically replacing and nullifying any agreement(s) that existed before the date provided on this agreement. If You start Our programs on or after the date of publication of this agreement You shall automatically fall under this agreement whether or not You were aware of the changes to this agreement.

## **2.0 Communications and Notice**

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 specify. Each such communication shall be effective (a) if given by telecopy or other electronic means, when such communication is transmitted to the specified address and any appropriate confirmation is received, or (b) if given by postal or similar mail, five (5) business Days after such communication is deposited in the mail with first class postage prepaid and addressed as aforesaid.

You understand that AFRIDEC has invested considerable resources in securing Your Placement and/or Project. As a consequence, You agree that You shall not directly contact any Host, Project, Tour company, or any other entity or resource provided or otherwise disclosed to You by Us and You agree that You shall not, under any circumstances, directly enter into any service arrangement with any such entity if that would conflict with any of Your obligations to Us, without Our prior written approval. You also agree that You shall not contact any such party for the purpose of shifting Your Placement or Activity from Us to any

other entity. In the event of any breach by You of this section, You agree that You shall remain fully obligated to pay Us for all Program Fees provided in the Placement Sheet and You also automatically waive and forfeit any and all rights to reimbursement or refund provided elsewhere in this Agreement.

### **3.0 Travel Guidance, Arrival, Pickup and Arrival Support**

**3.1.0 Travel Guidance.** We may provide You with travel guidance but You are responsible for all Your travel preparations and for crosschecking any information We provide. We cannot be responsible for any loss or inconvenience You incur due to information We or anyone associated with Us provides in good faith but which turns out to be obsolete or erroneous.

#### **3.1.1 Airport Pickup and Arrival Support:**

You understand that the official starting day of the program is the day after the designated official arrival day, which shall be communicated to You, and that We do not schedule activities for the arrival day. You agree that whereas We may provide You with ideas on places of interest and ways to spend your time on the arrival day we shall not be responsible for providing You with activities including tour guidance on or before the arrival day and You will plan to spend the time as You wish.

We shall pick You up at the airport designated in Your mail of placement offer, within two hours of Your scheduled flight arrival under the following requirements:

You shall provide Us with Your flight details latest 21 days before Your scheduled arrival in the country; this period may be shortened at our discretion.

In the event that We do not receive Your flight details 21 days before Your arrival or You change Your flights and fail to communicate to Us 21 days before arrival, We shall not be responsible for Your pickup at the airport and You shall be responsible for Your travel from the airport and all other expenses until Your reception with the Program.

In the event that You adequately provide us with flight details but fail to show up at the airport terminal exit or to call Us within two hours of Your scheduled flight arrival whether You experience flight delays or not, We shall not be responsible for Your airport pickup or any other expenses on the day of arrival. Should You fail to meet these requirements and We make a second trip to the airport simply to pick You up You shall reimburse Us all expenses related to the second airport trip up to the amount of Sixty Five United States Dollars (USD 65).

On the night of the designated official arrival day, We shall provide You with accommodation in an economy hotel or with a temporary host home. You shall be responsible for all Your meals during the official arrival day as well as the orientation day.

You may choose to stay in a different hotel than the one we supply provided that You shall be responsible for such accommodation and Your travel from the center of the city of arrival to Your hotel. You shall also be responsible for traveling to the venue of Your reception to the program on the orientation day.

In the event that You arrive before the designated official arrival day, we will pick You up at the airport but You will be responsible for your accommodation and meals until the arrival day when We shall provide You with services as if You had arrived on that day as provided elsewhere in this agreement.

You understand that arrival after the designated official arrival day may cause Us to incur extra expenses to fit You in the program and agree that, should You arrive after the official arrival day, You shall pay Us a non-refundable surcharge of USD 100 to defray such expenses, whether or not we provide You with airport

pickup and related accommodation. You agree that the same shall apply if You choose to begin the program before the official starting day whether or not You arrive on the official arrival day.

In the event that You choose to be picked up at a place other than the agreed airport We may pick You up at our expense, or ask You to make Your own arrangements to travel to Our offices or Host Home or Project at Your own expense.

## **4.0 Program Fee and Application Procedure**

**4.1 Payment of Program Fees.** In consideration for Our services in planning and arranging a Placement and Program for You, You agree that You shall timely pay to Us all of the Program Fees listed in the Placement Sheet as well as a standard non-refundable Registration fee. You agree that you may be required to meet payment-processing costs at our discretion. You agree that if You make payment to Us through any of Our contacts and/or associations, such contacts and/or associations shall have neither obligation nor interest under this agreement except to forward the payment to Us and such obligation shall end with Our acknowledgment of receipt.

**4.2 Nonrefundable Registration Fee.** Upon completion of Your initial application form, You shall pay a nonrefundable Registration Fee to Us in the amount of USD 349.00. This will be a separate payment from your Program Fees. The payment of the Registration Fee to Us shall be, in any and all cases, nonrefundable.

**4.3 Application Procedures.** Upon receipt of Your initial application, We will send You a welcome pack, which includes confirmation of Your initial application form and a tentative Placement Sheet and information on how to pay the Registration Fee. Once You have paid the Registration Fee, we shall send you an acknowledgement of the Registration Fee that You have paid Us and from then on consider You as a serious and committed applicant and begin arranging Your placement. Pursuant to the instructions included in the welcome pack, You must then respond to Us in regard of the Placement we have offered You by the specified date. We will begin to arrange Your Placement once You have fully responded to Us. You will be advised of Your confirmed Placement and Project as soon as reasonably possible. You understand We can not consider You a serious applicant or reserve You Placement till the Registration fee is paid by You and received by Us.

**4.4 Formal Intent To Participate.** You shall not be considered a serious prospective participant in Our Program until You have paid the Registration Fee and submitted to Us a recent copy of Your passport size picture (at most once year old) and a copy of this agreement duly signed by You.

You shall submit to Us a copy of Your passport clearly identifying You. We may allow You to submit this at to the Country Coordinator in the country of Your Placement at our option.

**4.5 Payment of Program Fees.** You hereby agree to pay to Us the Program Fees at least 60 days prior to Your scheduled arrival date of Your Placement, or at the time of application if you apply in less than 60 days from the proposed start date. We reserve the right to vary the number of days allowed on a case-by-case basis at our sole discretion.

**4.6 Payment in The Country of Placement.** We may at Our discretion allow You to pay all or a portion of the fees directly to the Country Coordinator in the country where you will be placed, provided that such an arrangement must be supported by written notification. In the event that We allow You to remit any of the payment in the Country of Your Placement, You shall pay the same promptly at the reception in that Country and Your participation in the Program shall not begin until the amount is paid in full.

For the purpose of fees payment in the Country of Placement, fees shall be payable in United States Dollars (USD) and We may at our sole discretion allow you to pay in other currencies or in Travelers checks. In case We allow payment in currencies other than USD the exchange rate at which our bank will buy the currency from us shall be used to convert and require the payment due from you.

When payment is made in the Country of Placement, because of difficulty in currency conversions in developing countries, We shall only accept cash and Travelers checks in denominations of 100's except for the last USD 100 or less, for instance, if You need to pay USD 1389, We shall only accept USD 89 in denominations smaller than 50, all the rest of the money shall be in USD 100 denominations. And We shall only accept United States Dollar bills dated or issued on or after the year 2000. Except as in this agreement, we may at our sole discretion completely reject USD bills smaller than 100 as well as those issued before the year 2000 or accept them at the same surcharge as Travelers Checks.

Payment in Travelers Checks shall be accompanied by the supporting documents and receipts issued by the selling bank or financial institution in order for such payment to be accepted. All remittances made in Travelers Checks shall incur an exchange rate surcharge of no less than 7.5% of the required amount, for example if you owe us USD 100 and you pay in Travelers checks, you shall be required to pay USD 107.50. If we reject any bills or Travelers Checks issued by you, we shall require payment in acceptable forms as provided elsewhere in this agreement.

**4.7 Proof of Payment.** Once You remit any fees to Us, You are entitled to receive one documented proof of payment. We shall not be bound to provide You with breakdowns or additional receipts showing how all or portions of Your monies are spent.

**4.8 Confirmation of Placement.** We will provide You with the final details of Your Placement not less than 7 days before your Placement start date. We cannot and do not guarantee the complete accuracy of the final details of Your Placement since the Country Coordinator and/or Project Staff is responsible for Your placement may occasionally make changes to these details prior to Your arrival without Our knowledge.

**4.9 Requested Revisions.** If You wish to revise Your Placement and/or Project after it has been confirmed by Us, We will use reasonable efforts to make the requested changes, provided We receive Your requested revisions in writing and there is sufficient time to do so. The minimum notice We require in order to make a revision is 30 days prior to Placement start date. We may charge You a maximum of USD\$65 to cover the cost of revising Your Placement or Project. Any revision that You request to a Placement or Project that is scheduled to start in less than 30 days from the starting date of Your placement will be subject to a revision fee of USD\$100. All Placement and/or Project revision fees shall be non-refundable.

**4.10 Completion of Application.** We reserve the right to postpone Your arrival date at Your Placement if You do not complete all of the required forms and pay to Us the total of the program fees, no less than 28 days prior to Your scheduled start of program.

## **5.0 Reception in The Country Of Placement**

You shall not be considered a signed up Participant in the country of placement until You have paid your fees in full, signed and submitted to Us or our Country staff as We may designate, one copy of this document; one recent passport size picture and one copy of the relevant pages of Your passport showing Your Visa and clearly identifying You.

To facilitate Your reception in the country of placement our Country staff may require You to submit a copy of the letter or email that was sent to You providing You with the placement offer and any changes that You may have agreed with Our communication staff and You will do so promptly.

In addition to signing this agreement, the Program Coordinator in Your country of placement may require You to sign and abide by an additional set of rules and regulations that govern the program in that Country and You shall do so promptly.

## 6.0 Coordination and Problem Solving

The Country Coordinator shall be the person responsible for Your placement in the country; but You appreciate that the Coordinator will be highly occupied with many other Program matters and may not be in a position to attend to Your day-to-day issues.

During the course of Your participation in Our program, You shall inform Us promptly of any relevant personal welfare matters, including illness, personal safety, loss of personal property, or prolonged absence from work, change in or prolonged absence from local address.

You may discuss relevant program issues only with the relevant program entity. You may not discuss program particulars with your Host, Project or other Service Provider outside what is in their domain. In particular, You may not discuss payments made to the program, Host, Project or other Service Provider appointed by Us except if such discussion is with Our staff and in line with this document. You may not discuss Host issues with the Project or vice versa.

You shall try to settle any concerns or issues You may have at work or at home with the Head of Your Host Family and Project respectively as Your first responders and/or any other first responders introduced to you by Us.

If the Host and/or Project staff are unable to help You or the matter at hand is outside their jurisdiction, for example if you would like to make changes to Your placement schedule or to participate in country tours organized by Us, You shall seek the assistance of Program staff that is routinely in touch with You or that is assigned to You during the beginning of the program, or if there be none, of any other staff in the Program. If none of these are of help, You may seek the assistance of senior Program staff and if none be available of the Country Coordinator.

Should You have any misunderstanding or personal problems with a particular Staff in the program You shall make every effort to sort out matters between the two of You without involving a third party unless it becomes necessary. If You cannot sort out the problem in that manner, and still feel the problem needs to be settled, You may seek the help of the Supervisor of the staff in question. In such a situation, You shall lay the details of the problem before the Supervisor in the presence of the Program staff and the Supervisor shall do their best to help settle the matter. The Supervisor may ask another member of staff to be present at such a meeting or to hold the meeting on their behalf.

You may seek the help of the Coordinator as a responder of last resort if the rest of the people are unable to help You. You may present your request in writing, by email, by telephone or through a formal meeting as the Coordinator may direct.

You agree that any matter you present to a member of Our Staff or the Program Coordinator, whether it be a problem or a request of any other nature, shall be presented in writing, by email. You understand that You may communicate such a matter by any other means provided that You shall follow the same by email and You shall send a copy of that email to the Coordinator at the address they provide You, and to the address: [jubileehelp@jubileeventures.org](mailto:jubileehelp@jubileeventures.org). You agree that although Our Staff may follow-up and help You with matters irrespective of the way You choose to communicate them, should you fail to follow the communication guidelines outlined in this paragraph, the matter at hand shall be assumed to rest or to be a non-issue whether and We shall be free of any obligation to make effort at providing You relief.

You agree that the guidelines outlined in this paragraph may be set aside for a specific period, with regard to a specified matter, or for the entire duration of Your placement, provided that a notice to this effect shall be in writing and duly signed by the hand of the Country Coordinator.

## 7.0 Project Placement and Variation

During the period beyond orientation, We shall place You with a Program, and/or Project depending on Your placement selection and the offer made to You, subject to availability. Whereas We shall strive to match You with a Program and/or Project that shall most likely meet Your needs as per Your application request, We shall be under no obligation to exactly match Your application request, Your wants or Your expectations.

We may change the dates and specific details of programs and projects that You have signed up for including shifting You to another project at our sole discretion. We may change the safari and such adventure program destinations, provided that We will try to retain the general aspects of the Program to the extent possible.

You agree to participate to the best of Your ability and to follow Our guidelines and policies. We shall require You to provide service to the agreed Projects for a minimum of two and a maximum of eight hours a day. Such services shall be required of You during weekdays only.

**7.1 Participation in Other Program Activities.** You may request to participate in Programs and events/activities that We regularly offer such as safaris and language Programs even if You have not signed for them beforehand. We will try to meet such requests but are under no obligation to do so. If We allow You to participate in such extra Programs You will be bound to pay extra charges for such participation that shall be determined solely by Us.

**7.2 Relocation.** If We need to relocate You from your existing Host Family and/or Host Project to a different one and if the burden of meeting relocation expenses falls on You as per terms provided elsewhere in this agreement, We shall charge You a relocation fee, which will not exceed USD 250 for Wildlife related Projects and USD 100 for all other project.

If You have signed up for more than one Project placement, and if that necessitates relocating You from one area of the country to another, You will be relocated at Your own expense.

If You are dissatisfied with Your existing Host and request to be moved to another Host, We will assess the situation and try to resolve it between You and Your Host. If We exhaust efforts to resolve the situation, We shall try to find an alternative Host for You; however, that may not always be easy and We are not obligated to relocate You within Your expected time frame. Such relocation including interim accommodation and meals shall be at Your expense. If after the first relocation, You require subsequent relocation, We may deny the second and subsequent relocation request and if We provide it, the same shall be at Your expense.

We may relocate You from Your Host without notice if We are wary of Your safety, welfare or any aspect of Your stay and placement with Our Program, if We terminate Our agreement with the Host or for other undisclosed reasons. You shall submit to such relocation demands without complaint, failure or delay. You agree that these are the only circumstances under which relocation shall be at our expense.

## 8.0 Program Extension

You may request extension of stay and participation in Our Programs beyond the time period agreed at Registration. We reserve the right to accept or reject such requests and to place You with the same or a different Project and/or Host Family. You shall be responsible for any costs and fees necessary to effect any extension requests.

All terms, conditions, policies, guidelines and all other regulations governing stay within normal periods shall apply during extension periods.

If You wish to stay in the country beyond the period during which You participate in Our Programs You shall be on Your own. We shall neither monitor nor be responsible for Your stay, but We advise that You can only do so within the confines of Your visa and/or permit and the laws of the country You are in

## **9.0 What We Shall Provide**

As a fully registered and paid up Program participant, We shall provide You with the following services: pick up from the airport and transport to Your Host Family as per the terms outlined elsewhere in this agreement; airport drop-off if you are under 18 and not accompanied by a legal guardian or parent – we may charge extra for this service; breakfast and dinner during regular Project work and language Program; lunch while you are at home and permission to pack your own lunch from your host home provisions within normal and reasonable limits of the home at no extra cost to you; compensation to Projects and Hosts Family during the Placement period. Tours, safaris and related program expenses shall be covered as outlined elsewhere in this agreement. All transportation paid for by Us shall be by public or private means at our discretion.

The fees You pay shall also cover Our administrative expenses including but not limited to Staff salaries, rent, internet, fax, telephone, publishing, travel, international and local advertising, web maintenance, web-hosting, Program documentation and marketing, postal services; accounting and legal fees and contributions to community-based and charitable organizations.

## **10.0 Things We shall not be Responsible For**

We shall not be responsible for any of the following: international travel and related expenses; visa application and extensions; airport taxes; drop-off at the airport on the day of departure except as provided above; medical health expenses including ambulance services; health insurance; travel insurance; any other form of insurance; vaccinations; in-country transportation to and from the Project; lunch when You are out of Your Host home including when doing Project work except as outlined elsewhere in this agreement; any component of Your personal in-country travel; meals, boarding and lodging outside Program arrangements; laundry; personal expenses including but not limited to souvenirs, toiletries, preventive medicines, bottled or mineral drinking water, alcoholic beverages, refreshments; expenses incurred during Your free time; any liabilities or other expenses incurred during Your stay in the Host country except those explicitly outlined in this agreement.

If You have signed up for a project that is not related to wildlife and the distance between Your Project and the airport designated for arrival in the country of Your placement is more than seventy (70) kilometers, we shall not be responsible for transport expenses from the airport to your host family and or your project. We shall give you directions on how to get to these places on your own or, we may give you escort or make arrangements for your travel to the same at your expense. In such cases, we shall make arrangements for Our staff, agent, Host or Project Manager to meet you at the designated point of your destination. If we choose to provide you transport to such placement, we may do it at an extra cost to you.

We are shall not be responsible for the acts or failures of anyone who provide services to You in connection with any of Our Programs including Projects, Host families, hotels, safari and tour companies, government officials and such like entities, or any arrangements which may result or occur as a result of Your placement or Host arrangements being revised, cancelled, terminated or otherwise modified due to Force Majeure and/or any event and/or circumstances outside Our control.

You are responsible for any additional costs You may incur during Your free time, personal time and for any activities outside of Our Programs. We shall not be responsible for anything outside what is stipulated in this agreement.

## **11.0 Tours, Jungle Safaris and Beach Holidays**

Program tours, jungle safaris and beach vacation holiday trips will closely follow the schedules provided on Our website as much as possible provided that We may vary the schedules to accommodate local

circumstances and unexpected changes in prices required by tour operators. Most of the tour schedules and costs are prepared with the assumption that they will be offered to groups of at least two persons. For the purpose of operating program tours We and the tour companies reserve the right to team You up with other persons who may or may not be participating in our programs.

Unless otherwise provided, tours in the cities and towns of East Africa including but not limited to Nairobi, Mombasa, Nakuru, Dar es Salaam, Moshi, Arusha, Bagamoyo and Zanzibar, shall be by public means and shall be under the guidance of Our Staff or hired local tour guides. We shall not provide You with lunch during tours in, around, or to and from these places and during the trip to the Kenyan Coast.

Local commercial tour companies offer the safaris, beach holidays and other tours We arrange on Your behalf. Although We shall strive to find tour companies and destinations that should give You the best return for Your money, We shall not be obligated to meet Your expectations and shall not be responsible for the level of services including food, accommodation and travel or any eventualities that You encounter during Your safari, beach holiday or tour experience.

During Your safaris and tours You shall ask the safari or tour company for a statement of their rules, regulations and agreements and shall abide and be bound by such rules, regulations and agreements.

During the tours arranged under Our Program, We shall be responsible for transport, gate fees to Program events and sites and accommodation in shared tented camps and/or economy hotels, except gate fees to the Bagamoyo slavery museum in Tanzania. We shall also provide You with three local meals – breakfast, lunch and dinner – a day, except as provided above.

You may choose to take the tours, safaris, beach holidays and such other events with a company of Your choice. In such a case Our obligation to You with regard to such event shall end and We shall be under no obligation to pay the company You have selected to provide You with the said services nor shall We refund any part of the fees to cater for expenses You may incur in undertaking such an activity.

## **12.0 Termination Cancellation And Refund**

### **12.1 Termination**

We may terminate Your Program participation due to gross misconduct on Your part, including but not limited to failure to participate diligently in the Programs You sign up for; disrespect to Our Staff; disrespect to the Staff of the Project under which You are placed; disrespect to the Host Family; failure to abide by any regulations stipulated by Us, Your Host Family or Your Project; involvement in any criminal activity while in the country. In such cases, You shall not require Us to give You a refund and We shall give no refund to You. Should We be forced to give You a refund, We shall demand the money back from You in full.

### **12.2 Cancellation and Refund Policy**

Compared to similar companies that provide comparable comprehensive volunteer service opportunities, Our Program Fees are significantly less than the fees charged by other such companies and Participants are encouraged to compare Our Program Fees to the fees charged by other similar programs. As a consequence, we operate on a much smaller profit margin and are therefore unable to provide and do not provide an open refund policy. It is solely Your decision to join our Program and no Applicant should participate in Our Programs if the Applicant feels that he or she is paying more for the services than Applicant will be receiving from Our Program. We commit significant resources to arranging each Placement and Project. In most Host Countries, payments to Volunteer Coordinators, Country Coordinators, Project Staff, Tour Companies, and/or the Host Family are made well in advance to pay for their commitments and services. We are unable to recover these advance payments so We are required to adopt and enforce a strict policy against refunds, except as otherwise specifically provided in this section. You shall not get any refund if You violate or have violated the terms and conditions of this agreement.

**12.2.1 Refund Restrictions.** Your payment of the US\$ 349.00 Registration Fee to Us is strictly non-refundable under any and all circumstances. Any surcharges associated with unique events such as late arrival, and relocation shall also be non-refundable. For the purpose of computing Your refund, any fees already paid to event managers, refund processing costs such as bank charges and postage, fees already paid to Tour companies, Your host family and/or project and fees paid or earmarked for payment to service providers for anticipated activities including but not limited to safaris and tours shall also be non-refundable.

**12.2.2 Cancellation 21 or More Days Prior to Scheduled Arrival.** If You notify Us in writing of your intention to cancel participation in any of our programs twenty one (21) or more calendar days before the original scheduled arrival to start the program, as set forth in the Placement Sheet, We agree to refund You sixty five (65%) of the refundable Program Fee, subject to refund restrictions provided elsewhere in this agreement.

**12.2.2 Cancellation Less than 21 but More than 14 Days Prior to Scheduled Arrival.** If You notify Us in writing of your intention to cancel participation in any of our programs less than twenty one (21) but more than fourteen (14) calendar days before scheduled arrival to start the program, as set forth in the Placement Sheet, We agree to refund You fifty five percent (55%) of the refundable Program Fee, subject to refund restrictions provided elsewhere in this agreement.

**12.2.4 Cancellation 14 Days Prior to Scheduled Arrival.** If You notify Us in writing of your intention to cancel participation in any of our programs within fourteen (14) calendar days of scheduled arrival to start the program, as set forth in the Placement Sheet, We agree to refund You forty five percent (45%) of the refundable Program Fee, subject to refund restrictions provided elsewhere in this agreement.

**12.2.5 Cancellation On or After Start of Project Period.** If You notify Us in writing of your intention to cancel participation in any of our programs on or after the scheduled arrival to start the program, You may get a refund not exceeding twenty five percent (25%) of any refundable portions of Your fees, subject to refund restrictions provided elsewhere in this agreement, provided that You notify Us in writing of Your intent to fail to participate in such program or activity at least 30 days in advance of the intended date of cancellation and provided that You will have been with Our Program for at least one month on the day the notice is served. You shall not get a refund for any period of scheduled participation within a month of serving Us with the notice or if You fail to serve the notice.

We may cancel Your program placement or orientation due to gross misconduct on Your part, including but not limited to disrespect for Our staff, disrespect to the staff of the project under which You are placed, and/or disrespect to the host family or involvement in any criminal activity while in the country. In such a case, You shall be refunded a maximum of 25% of Your unused and refundable portion of the fees.

**12.2.6 Refund for Failed Airport Pickup:** In the event that You adequately provide us with flight details as required elsewhere in this agreement and You show up at the airport terminal as expected but We fail to pick you up within 2 hour of Your Scheduled flight arrival, You shall telephone the designated local Contact persons and notify them of Your situation. If You cannot reach the contact persons or they do not arrange Your airport pickup in the next 2 hours, You shall proceed to call the designated hotel and take a taxi to the same from where You shall call the contact persons. Under these circumstances We shall reimburse You no more than USD 30 for failed airport pickup and hotel accommodation for the first night.

**12.2.7 Change of Project or Cancellation of Program by Us.** We may change the details of the project placement and offer You Your second or third choice in one of the countries of preference indicated in Your application. If You are unwilling to take such a choice, You will be entitled to a refund as if You were canceling Your participation 14 or more days before the Start of Your Program. If We cancel the Program or if We change the Project and offer You a choice in a country that is different from the list provided in Your application, and if You reject the new placement, You will be entitled to a full (100%) refund excluding the nonrefundable application fee of \$349.00 and any applicable fees.

**12.2.8 Refunds for Safaris and Tours and Other Non-Project Activities.** In the very rare event that We fail to find at least one additional person to team You up with for the purpose of operating program tours as provided elsewhere in this agreement, You will be allowed to make changes to You program with relevant payment adjustment which shall be a full refund from Us or full payment from You, of the difference in cost, provided that You may not withdraw from Our program altogether or reduce the amount of time You are involved in the program. Any changes made to the program by You in contravention of these requirements shall be regarded and treated as cancellation after the start of the project period.

If You are dissatisfied with the level of services offered by the safari or tour company, You may ask for redress from the company but You shall not require anything of Us. You may keep Us informed of any such complaints and We may at Our discretion assist You in settling such disputes, but We shall be under no obligation to intervene in the matter between You and the company or to make any amends or redress to You.

If after the beginning of Your placement You sign up for additional non-project activities including safaris and tours, and if before the particular activity begins You change Your mind concerning participating in that particular Program, We may give You a refund not exceeding 25% of the uncommitted portion of the fees provided You notify Us in writing of Your decision to not participate in the Program at least 7 days in advance of the starting date of the Program. Portions of Your fees already paid out to third parties including tour companies in anticipation of Your participation shall be entirely non-refundable.

**12.2.9 Force Majeure.** Various events and circumstances beyond Our control may arise and cause disruption, delay or cancellation of Our services including but not limited to Airport pickup, Project Placement, Hosting or participation in some or all of Our Programs activities or provision of some or all of Our program services. Such circumstances are likely to include: sudden outbreak of disease; 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, labor dispute, strike, work slow down or work stoppage and all similar circumstances beyond Our control (collectively "Force Majeure"). You agree, understand and acknowledge that We shall have no liability for any change, delay or cancellation of a Placement, Hosting or Program activity due to Force Majeure and You hereby agree to accept all risks associated with the occurrence of any Force Majeure. Our only obligation in the event of any Force Majeure is to attempt to reschedule or relocate Your placement, Hosting, Project or activity within reasonable limits. There shall be no refund in the event of Force Majeure.

**12.2.10 Payment of Refunds.** Any refunds payable by Us will be made to You within ninety (90) days from the date of Our confirmation of the amount payable by Us.

**12.2.11 Exchange Rates and Refund Processing Fees.** Any refunds due shall be made in the currency that You remitted payment, in USD or in local currency whichever is convenient for Us and We shall deduct from the final payment, a USD 100.00 refund-processing fee and any exchange rate costs, in addition to any other deductions provided elsewhere in this agreement.

## **13.0 Domicile, Relations With Host Family and Project**

All terms and conditions specified elsewhere in this document shall apply to You with regard to Your relations with the Host except if anything to the contrary is said under this heading.

Unless You make arrangements with Us prior to start of the program, Your accommodation shall be with a Host Family, under responsibility of the household head. Unless otherwise provided in this agreement, accommodation other than with Host family shall be entirely at Your expense and no reimbursement or variation of fees shall be due from Us for such accommodation.

We shall do Our best to match You with a Host Family and/or Project that shall most likely meet Your needs as per Your application request but We shall not be responsible for ensuring a hustle free stay for You and We are under no obligation to exactly match Your application request or Your expectations.

### **13.1 Respects and Adherence to Local Culture, Customs and Laws.**

We appreciate that there will be areas of cultural and personal differences between You and Your Host Family and/or Project Staff as would be the case elsewhere in the world. You shall be responsible for conducting Yourself with maturity and respect towards the Host Family and Project Staff.

In Africa, traditional cultures, values, thinking, dressing, and daily activities are very different from western culture and are cherished and staunchly protected. You agree to dress appropriately, respecting the culture of this country, Your Host Family and Project.

It is Your responsibility to understand and follow the local culture, customs and laws during Your entire stay in the country. In particular You shall at Your own expense acquire a valid visa and maintain the same for the entire period of Your stay in the country.

### **13.2 Performance of Volunteer Services for Project**

You shall provide voluntary employment services in connection with the Project, as requested and directed from time-to-time by the Project Staff. You shall not visit the Project before Your formal orientation to the Project is completely conducted by Us. You shall arrive at the Project at the specified time and date and shall continue to work on the Project throughout the duration of the Project Period unless permitted by Us to vary that period.

### **13.3 Project Rules and Requirements**

In addition to the contractual requirements imposed upon You in this Agreement and the applicable laws of the country of Your placement, You understand that You may be asked to sign additional agreements with the Projects that We place You with, and agree to be bound by such agreements.

Whether such agreements exist or not, You agree to follow and adhere to any rules, regulations and/or requirements established by the staff of the Project You are placed to work with. Where such rules, regulations, guidelines or expectations are not given, You agree to conduct Yourself in a reasonable manner in all Your dealings with Project Staff.

### **13.4 Compliance with Host Family Rules**

You agree to respect the culture and follow the rules of the Host Family/Home. Host Families in developing countries can be very sensitive to cultural differences and it is Your responsibility to discuss cultural issues with the Us and/or Your Host Family. Where such regulations, guidelines or expectations are not given, You shall conduct Yourself in a reasonable manner in all Your dealings with the Host Family. In particular You shall not use Your own or the Host's electrical appliances without asking for permission to do so. Since electricity is rather expensive in developing countries You may be required to compensate the Host for use of electrical appliances in which case You shall do so from Your own sources and shall not without claim reimbursement from Us.

#### **13.4.1 Meals and Accommodation.**

Your Host Family shall be responsible for Your at-home-meals and accommodation during the placement period outside the tours and shall update Us on Your welfare as need arises. Accommodation and meals provided by Your Host Family shall be commensurate with the local conditions of the community in which

You live. Your Host Family shall also be responsible for providing You with water for bathing and doing Your laundry within reasonable limits of the community in which You shall be living. Upon request, the Host Family may also provide boiled water for drinking and brushing Your teeth and may at his discretion provide You with warm water for bathing or doing Your laundry.

Except where provided otherwise in this agreement, while away from home including during Project work, You shall cater for Your own lunch at Your own expense without making any claim for reimbursement from the Host Family or from Us.

We shall inform Your Host Family of Your dietary preferences as specified in Your application and Your Host will strive to meet those specifications. Nevertheless, neither the Host nor We shall be responsible for providing You with special diet other than local vegetarian meals. If You need other special meals or vegetarian meals that the Host can not provide You may provide the same for Yourself at Your own expense and shall not seek reimbursement from the Host or from Us.

You shall be responsible for providing Your own bottled water at no cost to Your Host, Project or to Us.

#### **13.4.2 Personal Care**

You are responsible for the cleanliness of Your room including Your beddings and laundry. You may make personal arrangements with the Host to get assistance with Your laundry provided that You shall make adequate compensation for such assistance.

#### **13.4.3 Transport to and From Work**

Except where provided otherwise in this agreement, You shall be responsible for Your transport between Your local Home and Your Project Placement. Your Hosts and/or Project manager(s) are not responsible for providing You with such transport but they may do so at their own discretion. You may also arrange with them to provide You with such transport services, provided that You shall compensate them adequately for the same, at no cost to Us.

#### **13.4.4 Visitors**

If You would like to bring a friend for a night or brief visit, You must first get permission from the Host. However, opposite genders are not allowed to stay in a room together unless You are a married couple or are engaged to be married and have express permission of the Host Family to stay together.

#### **13.4.5 Valuables and Money Safety**

You will not leave any valuable belongings or money unattended or in any room without a lock. Neither Your Host nor We are responsible, under any circumstances, for damaged, lost or stolen monies or valuables.

#### **13.4.6 Routine Check-up and Evaluation**

We shall be visiting to check on You during Your placement period either at Your Host home or the Project, or both, as often as possible but at least once every 30 days. Whereas We may inform You ahead of the visit, it shall be Your responsibility to notify Us two weeks in advance of any intended absence from base. If You fail to notify us or notify Us late, and we fail to find You when we make the visit, or if You notify Us in good time but We are unable to reschedule the visitation, We shall consider the visitation to have occurred even if We do not meet You in person. We may call or email You from time to time to check on Your well-being. If You notify Us in person, by email or by telephone that You are well and We opt not to check on You on the basis of Your word, We will be free of Our commitment to check on You as said.

You understand that we may ask You to complete evaluation forms as well as other forms to verify Your participation in events, activities and certain aspects of the program including routine visitation. You agree to complete the forms truthfully and submit the same in a timely manner and without any reservations.

## **14.0 Restrictions On Wildlife Projects**

If you sign up for a wildlife related project, You certify that You are between the age of 18 and 55 and are physically, emotionally and mentally fit to work with animals, You understand that working in such projects exposes You to a significant degree of risk and agree to assume all risk, You agree to exercise due care and follow all safety related and administrative rules and regulations as advised by the project management.

The restriction on provision of meals when You are out for Project work does not apply to wildlife Project participants. We will provide You with all such meals which may include simple packed meals.

The restriction on transport from the airport to Your placement does not apply to wildlife Project participants. We will be responsible for Your transport to the Project.

Except as specifically provided under this article all restrictions including those related to provision of meals and transport shall apply.

## **15.0 Bearing Your Own Risk**

You acknowledge that traveling and living internationally has its limitations; that living conditions including food and shelter among other things will be different from what You are used to or what You may expect. You agree to not demand from Host(s), Your Project(s) or Us what You did not register for or what is unreasonable within the context of the country and setting You are placed in.

You acknowledge that there are diverse dangers in traveling to and living anywhere. You agree to travel and participate at Your own risk. You agree to assume full responsibility for injury and/or death to You and damage and/or loss to Your property.

## **16.0 Agreement Not To Sue**

Neither You nor anyone related or unrelated to, or appointed by You shall sue either Us or Your Host or both, if in connection to Our Programs You incur any damages resulting from any injury, death, property loss or damage, because of Our negligence or because of the negligence or intentional acts of anyone else. If anyone including but not limited to You, a Family member, spouse, etc., sues either Us or Your Host or both, because of any damages as a result of injury, death, or loss of or damage to Your property because of Our negligence or because of the negligence or intentional acts of anyone else, You or Your estate shall reimburse Us for all judgments and costs, including all attorney's fees and damages.

### **16.1 Class Action Complaints and Law Suits**

Neither You nor anyone related or unrelated to, or appointed by You shall participate in a group complaint or law suit including class-action law suit, against Us, Your Host or both for any reason whatsoever. In the event that any such party related or appointed by You participates in such action, You or Your estate shall reimburse Us for all judgments and costs, including all attorney's fees and damages.

## **17.0 Following Rules And Laws**

In addition to all applicable rules, policies and guidelines We and/or You Project and Host lay down You agree to follow all the laws of the country and the community in which You shall live. If You do not follow all

rules, laws, policies and guidelines, You shall automatically forfeit Your rights under this agreement and We have the right to ask You to leave the community where You are placed. If You are asked to leave, You agree to leave the community immediately.

## **18.0 Photographic Assignment and Release**

You hereby grant and convey unto Us 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 Us or made with Our consent, in connection with Your participation in any Project or Placement arranged through Us, and/or any activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with Us, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Your consent to such use by Us includes mention of Your name, age, town/city/country/area of residence.

You hereby, grant Us, the permission to use your email address, telephone number, images (photos), video, audio, writings (testimonies), and other recordings to use in the web pages, newsletters, brochures, and all other kinds of promotional materials belonging to Us and/or Our affiliated organizations, which we get by your contact with Us and/or your participation in our program.

## **19.0 Assignment.**

The benefits of this Agreement are and shall be personal to You, and none thereof shall inure to the benefit of Your heirs, next of kin, personal representatives, or assigns. Your obligations and duties hereunder shall be personal and not assignable or delegable by You in any manner, whatsoever. This Agreement shall be binding upon and inure to Your benefit and it shall be assignable by the Us to any entity, which may acquire substantially all of Our business and assets or with or into which We may be merged or consolidated.

## **20.0 Entire Agreement, Amendment.**

This Agreement constitutes the entire agreement between the parties with respect to Your participation in Our Programs and shall be deemed to supersede and cancel any other written agreements between the parties hereto relating to the transactions herein contemplated.

## **21.0 Headings**

*The headings of the Articles and Paragraphs of this Agreement are for the convenience of reference and not to be used to interpret or construe any provisions of this Agreement.*

## **22.0 Applicable Law**

This agreement shall be construed and enforced in accordance with and governed by the laws of the Republic of Kenya. 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.

## 23.0. Emergency Assistance

In case of an emergency, should We incur any expenses in providing You assistance including contacting Your next of kin; transporting You to a health facility or to Your Host; contacting and/or following up with the local police; contacting and/or following up with Your home government, You shall be obligated to pay Us back in full whether or not You were involved in the decisions leading to the incurring of such expenses *provided that the nature and level of such expenses would be considered normal under the circumstances.*

In case You need Our assistance and the commitment required of Us is deemed substantial but necessary and within the Our mandate and ability, We may require You to deposit with Us Your Passport and any other documents or items that We may consider necessary, and to sign a commitment agreement before We can provide such assistance. We may hold onto Your Passport until You pay Us back in full. In the event that You are unwilling to provide such assurance We may deny You such assistance.

You may choose to accept or not accept Our emergency assistance by selecting Your choice below. Your choice will not stop Us from assisting You but will affect the level of financial commitment We may be willing to incur on Your behalf.

You are required to **sign in one** of the spaces provided below. **If the applicant is under 18, the parent or legal guardian is required to sign this portion on their behalf. Applicants under 18 may not sign this portion on their own behalf:**

\_\_\_\_\_ I **accept** these terms of Emergency Assistance.

\_\_\_\_\_ I **accept** these terms of Emergency Assistance but only if I am (the applicant is) unconscious and can not help myself (him/herself).

\_\_\_\_\_ I **do not accept** these terms of Emergency Assistance. Should I have an Emergency You may assist me (the applicant) as You would any one else without incurring any extra expenses that I need to reimburse.

## 24.0 Proof Of Health Insurance

You are responsible for purchasing and maintaining adequate health insurance during Your participation in Our programs. You may use Your regular health insurance if it covers You during international travel or You may purchase additional insurance.

You are aware that some Insurance Policies require You to meet Your own medical expenses in advance and claim reimbursement later; You have consulted with Your Health Insurance and are aware of their requirements in this regard and are prepared to deal with any eventualities. You shall not expect Us to cover Your medical expenses for You pending processing of Your Health Insurance claim or because Your Health Insurance is not acceptable at a local health facility.

You are required to **sign in one** of the spaces provided below. **If the applicant is under 18, the parent or legal guardian is required to sign this portion on their behalf. Applicants under 18 may not sign this portion on their own behalf:**

\_\_\_\_\_ I do not plan on purchasing extra medical insurance for myself (or my dependant). I have consulted with my health care provider and I am (my dependant is) covered under my current health insurance policy.

\_\_\_\_\_ Yes, I plan on purchasing medical insurance from a reliable international health insurance company. I have consulted with my health care provider and I am NOT covered under my current health insurance policy.

**Declaration For Persons Aged 18 and Above**

I certify that I am eighteen years of age or older, that I have read and understood the aforesaid, that I have had the opportunity to confer with legal counsel of my choosing concerning the aforesaid, and that I execute this agreement voluntarily and in full consideration for my participation in the programs described herein.

Person's Name (Printed) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Declaration For Persons Under 18 Years of Age**

I certify that I am under 18 years of age, that I have read and understood the aforesaid, that I have had the opportunity to confer with my parent or legal guardian and legal counsel of my choosing concerning the aforesaid, and that I execute this agreement voluntarily and in full consideration for my participation in the programs described herein.

Person's Name (Printed) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Parent/Legal Guardian's Consent for Persons under 18: I certify that I am at least twenty-one years of age and that I am the Parent or legal guardian of:**

Applicant's Name (Printed and as written above) \_\_\_\_\_,

That I have read and understood the aforesaid, that I have been given an opportunity to confer with legal counsel of my choosing concerning this agreement, that I have voluntarily given consent to the aforesaid applicant to participate in the program described herein, that I execute this agreement voluntarily and in full consideration for the applicant's participation in the program.

Parent/Legal Guardians Name (Printed) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Carefully examine and fill out this document; keep a copy of the document and give us the original.*

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