

## TERMS AND CONDITIONS



Please take the time to read and understand the conditions of booking set out below. We strongly recommend that you also read the Project Overviews on our website relating to your trip prior to booking to ensure that you understand the itinerary and style of the trip you are undertaking.

### **1. Our Contract**

By making your first payment you agree to be bound by these Conditions and a binding agreement will come into existence between us at this point. The services to be provided are those referred to in your booking confirmation invoice.

We both agree that Gibraltar law will apply to your contract and to any dispute which arises between us. We both also agree that any dispute claim, or any other matter which arises between us must be dealt with by the Gibraltar court.

For all of our trips the minimum age is 18, unless accompanied by a legal guardian, who will be entering into this agreement on your behalf. If you are under 18 and not travelling with a legal guardian, you must have this document printed and signed by your legal guardian who will be entering into this agreement on your behalf.

There is no upper age limit for most of our trips, but we do remind you that our trips can be physically demanding

### **2. Prices**

Prices are correct at the time of publication. We reserve the right to make changes to and correct errors in advertised and quoted prices at any time before your arrangements are confirmed. Our Project prices are based on currency exchange rates as of October 2018. We reserve the right to impose surcharges up to 60 days before departure due to unfavourable changes in exchange rates.

### **3. Payment terms**

#### **(A) Deposit**

Once you have been accepted on a trip, you are required to pay a non-refundable Deposit of £250 for your booking to be confirmed. If your booking is made within 60 days of the departure date then the full amount is payable at the time of booking.

The balance of the cost of your arrangements is due 60 days prior to your start date. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause [ ] will become payable.

We also provide fundraising targets / costs in GBP (£) as we are a Gibraltar Registered Charity. The total of your Project depends on how long you wish to join a Project for.

#### (B) Project Balance

Your Project Balance will be sent via email before we ask you to pay your Deposit. Your Project Balance covers your airport transfer, (in the country where the project is held) food, whilst on project site accommodation 7 days a week, unlimited supply of treated drinking water during project site and 24/7 crew support, from your project Manager or leader.

(C) All volunteers also need to fundraise an agreed target prior to the project undertaken. This will be also agreed via email with project managers or leaders. The money can be raised locally via events, or online using a fundraising website such as gofundme or justgiving. The money raised online or locally is to be paid into our charity bank account. If a volunteer does decide to raise money online, the charity will assist you to set up your fundraising page if you decide to fundraise using this method. You will need to commit to having the minimum target reached by 60 days prior to your trip. All donations are entirely non-refundable.

### 4. Groups and Teams

Every group and Project site is different. We carry out a consultation with local community leaders and group leaders when we run a Project. We will agree with your Team Leader a final Project Balance before we ask you to commit to paying any deposit. This will be based on your customised itinerary, when you would like to travel, your duration of stay, and your group size.

Acceptance of your booking will be confirmed by us by email in writing.

### 5. Your Details

In order for us to confirm your travel arrangements you must provide all requested details with the Project Balance. Necessary details include full name as per passport, date of birth, nationality, and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. When you register with us you will have to tell us about any significant current or past medical conditions that we should be aware of, including any special dietary requirements or food allergies that we need to plan for. We may then ask you to complete a Pre-departure Self Assessment Form and for you to consult with your doctor if you have any doubts to considering the nature of your trip and your physical ability to enjoy it – we may also require a medical referral (please see clause 13). Your booking cannot be confirmed without provision of these details.

### 6. Changes by You

Should you wish to make any changes to your confirmed arrangements you must notify us by email. If you notify us less than 60 days prior to the departure date no refunds will be made.

### 7. Cancellation by You

If you cancel a trip after making a booking you will lose some or all of the money you have paid for the trip. A cancellation will only be effective when we receive written confirmation of the cancellation by email. As we incur costs from the time we confirm your arrangements, the following cancellation charges apply:

Period before start date within which cancellation notice received by us	Cancellation charge per person
16 weeks or more	£250
9-16 weeks	£250
Less than 60 days	100% of the price

Any date after scheduled start date	100% of the price
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Depending on the reason for cancellation, you may be able to claim these charges under your insurance policy, directly to the insurance company concerned.

We are not responsible for any incidental expenses that you may have incurred as a result of your booking such as visas, vaccinations or non-refundable flights.

## 8. Changes and Cancellation by HelpmelearnAfrica

We start planning the trips many months in advance and will endeavor to ensure that the trip as advertised will be adhered to as closely as possible. However, in certain circumstances changes may need to be made for reasons such as the requirements of the local community, your own safety and wellbeing, advice issued by the Foreign and Commonwealth Office. The nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events. We will not provide any refunds for minor changes.

Before departure: If we make a major change we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made you may choose between accepting the change, obtaining a refund or accepting an alternative trip offered. After departure: We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances the additional cost of any necessary itinerary alterations will be covered by you.

Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

## 9. Inclusions

The Project Cost includes all accommodation as listed in the Project Overview on our website; transport to and from the airport at destination; three meals a day during project from Monday to Friday and on site; the services of a Project leader; treated drinking water on project site.

## 10. Exclusions

The Project Cost does not include international or internal flights, airport transfer on arrival (if arriving before or after the official start date), taxes and excess baggage charges unless specified; meals, snacks or drinks other than those specified above; travel visas, passport fees or other local permits; personal travel insurance; optional activities and sightseeing at weekends; any additional costs such as medical treatment.

## 11. Passports, Travel Visas and Vaccinations

Passport and visa information provided by us is for guidance purposes only. You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries in

which you will visit during your trip. Your passport must be valid for 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip; please refer to the Project Overviews for details. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation, and we are not responsible for any incidental expenses that you may have incurred as a result of visa problems such as vaccinations or non-refundable flights.

You should arrange a visit to your doctor/travel clinic to receive the latest health advice and arrange vaccinations and it is your responsibility to ensure you have all the appropriate vaccinations and medication. You should do this in good time before your departure. Please note that if you do not have the appropriate vaccinations it may invalidate any related medical claim through your travel insurance.

It is your responsibility to arrange and ensure that you are in possession of all necessary health and travel documents before departure. We regret we cannot accept any liability if you are refused entry onto any transport or into any country or if you are not issued with an appropriate visa due to failure on your part to arrange or carry correct documentation or due to any reason beyond our control.

## **12. Travel Insurance**

Travel insurance is compulsory for all participants and should be taken out at the time of booking. Your travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of £150,000 for each of the heads of cover. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects. It should also cover you for all activities

You must provide proof of your travel insurance before travel.

## **13. Medical Conditions and treatment**

Volunteers must be in good physical and mental health and may be required to complete a medical questionnaire and supply us with a medical reference.

If you have any medical condition, disability or reduced mobility which may affect your ability or fitness to participate on the trip, you must give us full details. If we feel reasonably unable to properly accommodate the particular needs of the person concerned, we will not accept the application or if we are not aware of them at the time of application, we reserve the right to cancel when we become aware of the details.

If you require medical treatment during the trip you agree to pay for any additional costs incurred as a result. You agree that staff of HelpmelearnAfrica may give consent for medical treatment on your behalf where you are unable to give consent yourself.

## **14. Force majeure**

We regret we cannot accept liability or pay compensation where the performance of this contract is prevented or affected by you or you otherwise suffer loss as a result of force majeure. In these Conditions this means any event which we could not even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity,

industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## **15. Authority on a Trip**

Our group trips are run by a project leader. The decision of the group leader is final on all matters likely to affect the safety or well-being of any person participating in the trip. If you fail to comply with a decision made by a group leader, or interfere with the well-being of the group, the group leader may order you to leave the trip immediately, with no right of refund. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with our responsible travel guidelines. We may ask you to undergo a criminal record check before accepting you on to a trip, or at any stage after that.

You agree to respect the decisions and authority of the Project Leader in all matters pertaining to the trip, health and safety and the local population and agree to follow the Volunteer Code of Conduct set out below:

### **DO**

- Treat everyone with respect regardless of gender, ethnicity, disability, sexuality or religious beliefs;
- Looks after yourself and others
- Fulfil the expected volunteer role including duties, working days and times
- Follow rules and all reasonable instructions at the project from support staff
- Follow local laws and respect local customs
- Bring any concerns or issues to the attention of the local team or Project Leader as soon as possible

### **DON'T**

- Put yourself or others at risk
- Do anything that could cause harm to people, animals, property or the environment
- Behave in any way that is inappropriate, illegal or could jeopardize the work of HelpmelearnAfrica or its volunteers
- Be absent without prior communication
- Discriminate in any way
- Display any form of aggression or abuse to others
- Have any inappropriate physical, verbal, electronic or online contact with others

If you significantly break this agreement we retain the right to terminate the trip for you without further notice and you will not be eligible for any refund of monies. You will further be responsible for making and paying for any additional travel arrangements to leave the trip early.

## **16. Acceptance of Risk**

Whilst Helpmelearnafrica will do all it can to minimize the risks within its control, you should acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. Where there is risk, serious accidents can happen, and this must be understood by volunteers and their families.

It is also your own responsibility to acquaint yourself with all possible relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of

consideration of this information and you accept that you assume the personal risks attendant upon such travel.

Whilst there are undoubted risks in travelling abroad, it is important to recognize that these can generally be minimized by simple and sensible behaviours and the majority of people travelling to Ghana have a health, enjoyable and trouble-free stay.

## **17. Limitation of Liability**

a). We will accept liability for the negligence of our staff or agents causing death or physical injury to persons or loss or damage to personal property only to the extent it is obliged under the applicable law. This acceptance of liability is subject to c. below.

b) In other circumstances we are responsible to you for the proper performance of this contract. This acceptance of liability is subject to clause c. below.

c) We shall not be liable for any damage or loss if the failure to carry out the contract is:

- attributable to you.
- attributable to a third party unconnected with the provision of the services contracted for and the event is unforeseeable or unavoidable.
- due to unforeseen and unusual circumstances beyond our control, the consequences of which could not have been avoided even if all due care had to be exercised.
- due to political disputes, border closures, refusal of visas, industrial action, climate, high altitude, consumption of alcoholic beverages, breakdown of equipment, lack of or limited access to medical attention in remote locations and the adequacy of medical attention once provided, or other matters of a similar nature and any other force majeure.
- due to an event which even with all due care we could not foresee or forestall.

d) Any liability covered under clause b. above is limited to the price paid. In the case of damaged property the liability is limited to a maximum amount equal to the amount paid by or on behalf of the owner of the property. In all cases we specifically exclude all liability for indirect or consequential loss or expense including loss of profits.

e) our acceptance of liability in clauses a and b above is subject to assignment by you of your rights against any agent, supplier or sub-contractor which is in any way responsible for the unsatisfactory arrangements or your death or personal injury.

## **18. Free time and independent activities**

There will be periods of free time when you are not volunteering. These periods are outside the jurisdiction of HelpmelearnAfrica and due to the unspecified nature of the free time have not been fully risk assessed. We may provide you with information about activities in the area you are visiting. Where we have not agreed to arrange, provide or perform these activities as part of our agreement with you, subject to these conditions, we do not accept any responsibility for them even where we suggest a particular operator and/or assist you in any way in booking such activities or excursions. You should make sure you have adequate travel insurance cover for any activities you may do.

## 19. Claims & Complaints

If you have a complaint about your trip please inform your on-site project leader. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end date of your Project with us. We will not accept any liability for any complaints or claims if you fail to notify us of the complaint allowing us to investigate and resolve the problem, in accordance with this clause.

## 20. Severability

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

## 21. Photos and Marketing

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

## 22. Privacy Policy

In providing our service to you, we need to collect personal information from you and we use this to complete your booking, manage the arrangements for your trip and communicating with you generally. We recognise that privacy is important. This outlines the types of personal information we receive and collect when you use our services, as well as some of the steps we take to safeguard information. We hope this will help you make an informed decision about sharing personal information with us

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to Helpmelearnafrica project Managers, or service providers or other suppliers to enable us to operate the Trip. We will only disclose medical information for your own health and safety. We will otherwise treat your details in accordance with our privacy policy.

HelpmelearnAfrica's website automatically records information when you visit our website, including the pages you visit, your IP address, browser type and language, and the date and time of your visit. We cannot identify you individually from this information. This information is used to make improvements to our site and make it easier to find the information you are looking for.

You have the following rights, which you can exercise free of charge:

*Access* - The right to be provided with a copy of your personal data

*Rectification* - The right to require us to correct any mistakes in your personal data

*To be forgotten* - The right to require us to delete your personal data—in certain situations

*Restriction of processing* - The right to require us to restrict processing of your personal data—in certain circumstances, eg if you contest the accuracy of the data

*To object* - The right to object:

—at any time to your personal data being processed for direct marketing (including profiling);

—in certain other situations to our continued processing of your personal data, eg processing carried out for the purpose of our legitimate interests.

#### How to complain

We hope that we can resolve any query or concern you may raise about our use of your information. The General Data Protection Regulation also gives you right to lodge a complaint with a supervisory authority, in particular in the European Union (or European Economic Area) state where you work, normally live or where any alleged infringement of data protection laws occurred. The supervisory authority in Gibraltar is the Gibraltar Regulatory Authority who may be contacted at [info@gra.gi](mailto:info@gra.gi) or telephone: (+350) 20074636