

# Terms & Conditions

## Introduction

Please read this document carefully as these conditions are provided for the protection of yourself, your chosen project and us. These conditions set out the basis on which a volunteering package will be arranged for you and the mutual obligations of you and AVIVA. By accepting our Terms and Conditions on this web site you agree to be bound by its terms. We have attempted to make these terms and conditions as simple and clear as possible. If you are unsure about any of the information provided below, please email us with your questions or comments and we will be very happy to help.



## 1 Interpretation of these conditions

1.1 In this document, the following words shall have the following meanings:

'you' and 'your' means the volunteer who applies for a volunteering project through us.

'we', 'us', 'our' and 'AVIVA' means AVIVA of AVIVA, PO BOX 60573, Table View, 7439, South Africa

'placement' means the project where you will be volunteering and in which you are placed, and 'organisation' means this institution, organisation or conservation project and includes the directors, managers, employees, representatives and all other people within their control at the organisation.

'Cape Town Week' refers to an optional week that can volunteers can add to selected projects, which includes accommodation and a range of tours.

'conditions' means these terms and conditions.

'volunteer contribution' refers to the fee that you pay to AVIVA for the service we provide to you.

'MyTrip™' is an online personal trip planner provided by AVIVA to assist volunteers with preparing for their trip.

## 2 The service we provide to you

2.1 In exchange for your volunteer contribution, we will provide:

- A volunteer placement.
- Information about your project(s).
- A unique username & password for your personal online MyTrip™ account.
- Pre-arrival support from our experienced team in Cape Town.
- A complimentary Fundraising Pack – available on request.
- An airport meet and greet service from one of the AVIVA team, or an authorised representative.
- All in-country transfers for connecting you to your project as detailed in individual project sheets.
- In-country advice & support from our dedicated Volunteer Coordinators.
- A welcome brief from an AVIVA Volunteer Coordinator for volunteers arriving via Cape Town.
- Assistance with booking additional activities, tours & courses to compliment your volunteering experience.
- Accommodation for the full duration of your placement(s).
- Accommodation before and after your placement as detailed in individual project sheets.
- Food for most placements - see individual project sheets for details.

2.2 The costs of the optional Cape Town Week are additional to your volunteer contribution. These costs are clearly shown on individual project pages on the AVIVA web site. If you are unable to take advantage of any of the included tours due to poor weather or the tour being unavailable for any reason, we will arrange an alternative tour of equal value or refund you the equivalent value for that tour. If you miss a tour which has been scheduled for you, we are not obliged to rearrange the same tour for a later date, and no refund will be given.

2.3 Our website shows prices in South African Rands together with approximate amounts for the UK Pound, Euro & Dollar (US, Canadian & Australian) based on quarterly exchange rate reviews. The Rand amount that we quote to you after receiving your application is guaranteed against future increases. The foreign currency amount that you pay may differ depending on the prevailing exchange rate at the time you make your deposit and/or balance payment.

## 3 Accommodation

3.1 Details of the accommodation provided by AVIVA at both AVIVA Houses in Cape Town (located in Observatory & Table View) are available on our web site.

3.2 Where included in your stay, in the unlikely event that accommodation is not available at one of the AVIVA Houses, we will arrange alternative accommodation for you at an approved lodge or backpackers at no extra cost to you.

3.3 Details of the accommodation provided as part of each placement are set out in the individual project sheets, which can be downloaded from the website.

3.4 Any accommodation provided by AVIVA or as part of a placement is intended for the use of the volunteer only; any visitors you may have during your stay, including family, are not allowed to use it. If space is available, we can at our discretion agree to board your visitor(s) at our standard bed and breakfast rate.

3.5 Volunteers accommodated at either AVIVA House must agree to abide by the AVIVA House Rules which are available to download from the web site, and which are clearly displayed in each house.

3.6 If you decide for whatever reason to return to Cape Town during your placement for any period of time, then you will be liable for the cost of accommodation for that period at AVIVA House, or any other accommodation arranged by us on your behalf.

## 4 Food

- 4.1 Details of what meals are provided (if any) as part of each placement are set out in the project fact-sheets, which can be downloaded from the web site. Where meals are provided by the organisation responsible for your placement, they should be of a suitable quality or quantity by local standards. In some cases you may want to supplement the meals provided with food that you buy yourself, and may want to take some extra finances to cover this.
- 4.2 Where meals are provided to you as part of the placement we will inform the organisation responsible for your placement of any special dietary requirements that you let us know about. We cannot, however, guarantee that any such requirements can/will be met.
- 4.3 If you choose to spend time away from the accommodation provided during your stay, such as on an overnight trip you organise yourself, you do so at your own cost, and we cannot give you a refund for accommodation costs during the time spent away.

## 5 Travel

- 5.1 You are responsible for arranging and paying for your own travel to and from South Africa. We recommend that you wait until we confirm that your chosen placement is available before booking your flights - we will normally confirm placement availability within one working day of receiving your application.
- 5.2 We cannot meet, reimburse or otherwise be responsible for any flight, travel or other costs or expenses of any nature (including, for example, any charges made by airlines etc for cancelling, changing or transferring flights or other arrangements) which are incurred or arise as a result of your placement not proceeding or being cancelled, curtailed, withdrawn or changed due to circumstances outside our control.
- 5.3 On receipt of your flight details we will arrange for a member of the AVIVA team or an authorised representative to meet you on arrival and escort you to your accommodation or connecting transport.
- 5.4 Where we have arranged for you to be collected from the airport, we cannot absolutely guarantee that the representative will arrive on time as circumstances may occur that are beyond their control due, for example, vehicles breaking down, problems with transport and roads, extreme weather and so on. We will provide you with contact details for the AVIVA team in case you need assistance at any time.
- 5.5 Where your placement is some distance from Cape Town and you decide for whatever reason to return to Cape Town during your placement for any period of time, then you will be liable for any travel costs associated with this.
- 5.6 At the end of your placement we will arrange for a member of the AVIVA team or an authorised representative to collect you from your accommodation and escort you to the airport in time for your check-in time.

## 6 Domestic Flights

- 6.1 AVIVA will endeavour to secure the best possible rates for any domestic flights that we book for you, whether these are included in your project fee, or you have requested us to book these for you.
- 6.2 Where flight costs are included in your quote, these are based on an average allowance for a single domestic flight.
- 6.3 During peak holiday periods and major national or international events, domestic flight costs can increase beyond this allowance. The same applies for short notice bookings when domestic flight costs generally increase closer to the flight date.
- 6.4 If any included flights are affected by price increases, we will advise you of any extra costs when you apply.
- 6.5 Your domestic flight costs are non-refundable.

## 7 Expenses

- 7.1 You are responsible for your personal expenses during your placement. E.g. souvenirs, toiletries, drinks, extra activities.

## 8 Travel and Medical Insurance

- 8.1 You must take out suitable travel/medical insurance for the duration of your stay in South Africa. You are responsible for checking the cover provided (including the terms and conditions) and for ensuring it is adequate and appropriate for your particular needs.
- 8.2 In advance of your arrival, we will request your policy name, policy number, contact number and next-of-kin details for use in an emergency only. Please also bring a copy of your policy document with you as this can save a great deal of time and anguish should you be unfortunate enough to need this information. You are responsible for arranging and paying for your own suitable, additional insurance to cover any additional time you spend abroad before and after your placement.
- 8.3 You are responsible for ensuring that the amount and type of cover is sufficient and appropriate for the nature and location of your placement.
- 8.4 You must ensure your travel insurance covers at least light work; the cost of cancellation of the placement by you; the cost of assistance including repatriation in the event of accident or illness; legal liability and expenses; lost baggage; cancelled flights; medical expenses; liability arising due to personal injury to you or a third party; cancellation of your placement for any other reason or any other reason beyond our control.

## 9 Visas

- 9.1 At present, nationals of the EU/UK/USA/AUS and CAN do not require a Visa to enter South Africa for stays of 90 days or less. Our web site contains appropriate links to validate the current policy for your own nationality.
- 9.2 We will provide you with information to assist you in obtaining visas (if required) to allow you entry into South Africa.
- 9.3 You are entirely responsible for ensuring that, prior to seeking entry into South Africa, that you have obtained a visa that you are happy is appropriate for you, and for the costs of obtaining such a visa.
- 9.4 If you arrive in South Africa without a Visa, the immigration authorities will issue you with a Visitors Permit valid for up to 90 days. If you wish to stay longer than this, you can apply to extend your Visitors Permit while you are in South Africa. We can assist you with documentation and simple instructions on how to do this.

## 10 Payments and Booking

- 10.1 Upon receipt of your initial booking from the web site we will start to process your application.
- 10.2 We will send you a unique username & password that will allow you to logon to your personal MyTrip™ page where you will be able to check your full itinerary, approve your quote and much more.
- 10.3 Your placement(s) will be reserved in your name for a period of 2 weeks - this reservation period allows you time to pay your deposit, thereby confirming your placement(s).
- 10.4 If you wish to make alterations to your placement once it has been confirmed, we will endeavour to make the changes, provided we receive your request in writing or by email, and there is sufficient time to do so. There is a minimum charge of R500 to cover our administration costs. We will notify you in advance of any extra charges in respect of these changes; if you wish to proceed with making the alterations, you agree to pay these.
- 10.5 The minimum notice we require in order to make an alteration is generally 90 days before the placement start date. Any rearrangement or substantial alteration of a placement requested 90 days or less before the placement start date (where it can be made) will be treated as a cancellation and cancellation charges may apply (see condition 12).

## 11 Secure Credit Card Payments

- 11.1 We accept **MasterCard** and **Visa** credit cards.
- 11.2 All credit card transactions will be processed in South African Rands (ZAR).
- 11.3 Virtual Card Services (VCS) process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.
- 11.4 Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.
- 11.5 AVIVA does not have access to credit card details.
- 11.6 Virtual Card Services continually reviews and enhances its security in line with technological changes.

## 12 Pre-Departure Cancellation

- 12.1 If you cancel your placement more than 90 days prior to the commencement date of your placement, we will refund any fees you have paid us less R1500 to cover our administration fees.
- 12.2 If you cancel your placement between 30 - 90 days prior to the commencement date of your placement, we will keep your full deposit to cover the costs we have incurred on your behalf in arranging your placement, but you will not owe us any further fees.
- 12.3 If you cancel your placement less than 30 days prior to the commencement date of your placement, we will keep your full deposit and 50% of your balance to cover the costs we have incurred on your behalf in arranging your placement, but you will not owe us any further fees.
- 12.4 We will keep a portion of your fee as set out above, because we need to maintain a good working relationship with the organisations offering placements to ensure that there are future placements available for other volunteers. We will need to try to find a suitable replacement volunteer to carry out your cancelled placement, and the less time left until the placement is due to start, the more expense and difficulty we will have in locating a suitable alternative volunteer, or alternatively we may decide to make a financial or other contribution to the relevant organisation to compensate them. Notice of cancellation only takes effect when received by us in writing/email.

## 13 Problems during your Placement

- 13.1 You are responsible for trying to sort out any personal problems that may arise during your placement, however, in the event that you experience any difficulties, we will be available and will do our best to assist you. We may also be able to provide practical help should you need to return to your country of abode before completion of your placement as a result of illness or other personal reason (although you are financially responsible for the costs of this, either under your insurance policy or otherwise).
- 13.2 We will take all reasonable steps to arrange a safe placement with a consistent level of work throughout, but we cannot guarantee your level of work.
- 13.3 You are responsible for taking every day common sense steps as an independent traveller to protect your safety on a day-to-day basis.

## 14 Your Obligations

- 14.1 You must comply with any reasonable request by your placement or AVIVA. This may involve being transferred to a site in the locality provided that this would not place you in any danger and that the travel to the appropriate site is reasonable, or that suitable accommodation is provided.
- 14.2 You must not enter into any direct negotiations or contractual arrangement for employment during your placement.
- 14.3 You must take care of and be responsible for any materials provided for your use by your placement. You are responsible for any damage or loss you cause to such materials (directly or through neglect).
- 14.4 You are responsible for any damage to your accommodation caused by you or any guest(s) of yours at your accommodation (directly or through neglect).
- 14.5 You may not use any of the facilities at your placement (for example, a swimming pool or sports facilities) without the consent of the placement.
- 14.6 You must comply with the dress code and level of personal cleanliness that is required on your project.
- 14.7 You agree to carry out the duties assigned to you at your placement, and commit to your team rota as applicable, including some weekends and unusual hours if required.

## 15 Travel Documentation

- 15.1 It is your responsibility to ensure that you have a full and valid passport which will be valid for the duration of and for a period of at least 6 months after your placement.
- 15.2 We will prepare a detailed itinerary for you with contact numbers – this will be available when you logon to your MyTrip™ profile. We advise you to print a copy of this and keep it with you when you travel.

## 16 Inoculations and Medical Advice

- 16.1 No inoculations are required for entry to South Africa unless you are travelling here via a country which is affected by Yellow Fever.
- 16.2 It is your responsibility to ensure that you take appropriate medical advice from your doctor in respect of any medical conditions or illnesses that you suffer from. You must also ensure that you bring with you any necessary/recommended medication or medical equipment that is prescribed by your doctor.
- 16.3 You should also take reasonable steps to keep yourself in good health by taking any such medication and not taking part in any high-risk activities during your placement that could compromise your health.
- 16.4 Although medical conditions are very unlikely to preclude you from volunteering, it is important that you let us know of any conditions you may have before you arrive. This information will be treated in the strictest confidence, and is needed only to ensure that our staff are able to help you to the best of their ability in an emergency.

## 17 Accuracy of Marketing Information

- 17.1 We believe that all statements made in our website and associated project sheets, posters, brochures and leaflets are factual and correct at the time they were created. Every reasonable effort has been made to describe each placement and its associated amenities accurately. We cannot be held responsible for any changes that become known or happen at short notice. Nor can we accept liability for happenings outside our reasonable control. We undertake to 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.

## 18 Unusual Circumstances

18.1 Circumstances may arise which we, or the organisation responsible for your placement, could not, even with all due care, foresee or avoid ("unusual circumstances"). These may cause disruption or changes to or even the cancellation/curtailment of your placement at any time. Such circumstances are likely to include war or threat of war, terrorist activity or threat of such activity, riots or civil strife, industrial action, natural or nuclear disaster, fire, adverse weather conditions, health risks and epidemics and all similar circumstances.

18.2 If such unusual circumstances are serious enough we will try to arrange another suitable placement for you at no extra charge, at another location where the unusual circumstances are not a problem. Because such unusual circumstances are a risk of travelling abroad, however, we cannot give any refunds or be responsible for any costs or expenses you incur as a result, whether you choose to accept any alternative placement offered or to return to your country of abode.

## 19 End of Agreement

19.1 We have the right to terminate your placement and agreements with us if:

19.1.1 The organisation responsible for your placement and/or we find that you are not fulfilling your obligations;

19.1.2 Your behaviour in our reasonable opinion or the reasonable opinion of the organisation responsible for your placement is causing danger or distress or significant difficulties for anyone at your placement including students or your fellow volunteers or workers;

19.1.3 You have continually refused to carry out the reasonable requests of your placement or AVIVA

19.1.4 You are discovered to have lied or failed to give complete information in any communications with or documentation provided to us or have acted in such a way that your actions are likely to bring us or the organisation responsible for your placement into disrepute or to otherwise cause any of us significant difficulties;

19.1.5 You are found to be involved with illegal substances or are convicted of any criminal offence during the period of your placement or are discovered to have been convicted of any offence prior to starting your placement about which you have not notified us.

19.2 With the exception of 19.1.5, if we or your project reasonably believe that you are in breach of these terms and conditions you will be notified personally or in writing by way of a warning. The reasons for the warning will be stated clearly and you will be given a reasonable amount of time to alter your behaviour and/or the situation. If you do not comply with this request, then you will be served with a written notice from us to terminate our contract with you.

19.2.1 In the event of circumstances referred to in clauses 19.1.4 to 19.1.5 you may be served with a written notice from us to terminate our contract with you without prior warning.

19.2.2 In the event of termination you will be required to leave your project and vacate your accommodation immediately.

19.2.3 In the event of termination in any of the circumstances referred to in clauses 19.1.1 through to 19.1.5 above you will have to make your own travel arrangements back to your country of abode. We accept no responsibility for any costs, expenses, loss or other sum(s) of any description suffered as a result of this termination. You will receive no refund of any payments you have made.

19.3 PLEASE NOTE: If you terminate your contract for personal reasons once you have started your placement but prior to its completion, this is your choice, and you are responsible for the consequences of that decision. We will not be responsible for any costs, expenses, loss or other sum(s) of any description you incur or suffer as a result; and will not be able to give you any refund of any payments you have made.

## 20 Complaints Procedure

20.1 If you have a problem whilst you are on your placement, we recommend that you should initially try and resolve it with the organisation offering the placement, as they are on the ground and will be able to deal with any problems most quickly and effectively.

20.2 If you are unsuccessful in resolving the problem as per para 20.1, then you should contact an AVIVA Volunteer Coordinator, explaining your problem and any steps you have taken to try and resolve it.

20.3 If the AVIVA Volunteer Coordinator is unable to assist you, they will contact AVIVA Head Office in Cape Town for advice - alternatively, you can contact AVIVA Head Office directly for advice and/or assistance.

20.4 If you have followed the steps outlined in paras 20.1 - 20.3 and remain unhappy you should email or write to us, detailing the nature of your problem or complaint within 60 days of the event that gave rise to your problem or complaint.

20.5 We will acknowledge receipt of your complaint within 5 working days. A full reply may take longer depending upon the nature of the problem or complaint.

20.6 Any claim under these conditions must be properly documented and proof shown that services were not received.

## 21 General

21.1 Nothing in these conditions is intended to exclude or limit our liability to you for death or personal injury caused by our negligence or that of our employees (providing they were at the time acting within the course of their employment), or for fraudulent mis-statement, or where we are not allowed to exclude or limit our liability by law.

21.2 If any wording in these conditions for any reason is held by a court to be unfair, illegal or unreasonable and therefore not enforceable, it will not bind you. The rest of these conditions will still continue to bind both you and us as applicable.

21.3 No waiver by a party of any breach, failure or default in performance by the other party, and no failure, refusal or neglect by a party to exercise any right hereunder or to insist upon strict compliance with or performance of the other party's obligations under this Agreement, shall constitute a waiver of the provisions of this Agreement and a party may at any time require strict compliance with the provisions of this Agreement.

21.4 This Agreement constitutes the entire agreement between the PARTIES who acknowledge there are no other oral or written understandings or agreements between them relating to the matter of this Agreement. No amendment, cancellation or other modification of this Agreement shall be valid or binding on a party hereto unless reduced to writing and executed by both PARTIES hereto.

21.5 This Agreement shall be governed by and in accordance with the laws of the Republic of South Africa.

21.6 All the provisions of this Agreement shall be severable and no provision shall be affected by the invalidity of any other provision of this Agreement.

21.7 Whenever a personal pronoun is used in this Agreement, it is understood that such usage shall include singular and plural, masculine, feminine and neuter and refer in appropriate cases to juristic persons as well as natural persons.

21.8 The Volunteer acknowledges that he/she has entered into this Agreement after making an independent investigation and that AVIVA has not made any representations or warranties other than as may be set out in this Agreement. The Volunteer has relied solely upon his/her independent investigations in entering into this Agreement.

21.9 The headings of the clauses are intended for convenience only and shall not affect the interpretation of the Agreement.