

Arms Around The Child Programme Agreement

These booking conditions form an important part of the contract for your programme so please read them carefully before confirming that you agree to them. All programmes advertised on our website are provided by Arms Around The Child (AATC) or as agents for receiving partner, and are sold subject to the following conditions:

Booking & Fees

1. Programme Fees:

a. The deposit and total fee for the Arms Around The Child (referred to as 'AATC') volunteer investment programme shall be as published on Arms Around The Child website – www.armsaroundthechild.org

b. All prices are accurate at the date published, but we AATC reserve the right to change any of those prices. Prices on our website are updated regularly. Before you make a booking AATC will give you the up-to-date price of your chosen programme including the cost of any peak-season supplements, upgrades or additional facilities that you have requested.

c. Your fees will be payable by way of a deposit and two installments as follows:

Volunteer Investment Programmes

A deposit is due upon acceptance of your application, by AATC, onto your selected programme.

A first installment of 50% of the programme fee balance is due:

- no later than 30 days after your acceptance, OR
- 30 days prior to your date of departure whichever is earlier.

A final payment of the remaining programme fee is due:

- no later than 30 days after your acceptance, OR
- within 10 days of receipt of the placement,

2. You must be 18 years old or over and possess the legal capacity and authority to make the booking and accept these booking conditions. If you are currently under 18 years old you will be required to have a parent/guardian sign a copy of this agreement.

3. If AATC as agent for our receiving partner accepts your booking we will confirm and then a contract will exist with us as agent for a disclosed principal.

4. It is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip.
5. You must be completely honest with AATC throughout the application process and all information contained on any form completed must be accurate. Any false, deceptive or withheld information on your application or documentation, or any behaviour deemed by AATC as inappropriate or prejudicial, during, or after, your acceptance to a AATC programme may be grounds for immediate cancellation from the programme with, or without, refund of fees, all at the absolute discretion of AATC.
6. Unless otherwise specified on www.armsaroundthechild.org the advertised Programmes do NOT include any air travel. It is your responsibility to purchase your own flights.
7. A booking is accepted on the strict understanding that;
 - a. You undertake to comply with the laws, customs, foreign exchange, drug and all other regulations of any
 - b. You comply with your chosen programme's rules and behavior guidelines, which are intended to ensure your safety and enjoyment of the programme. You will be advised of any specific programme rules either in your pre-departure information, or during your orientation. If you commit any illegal act when on the programme or if in the reasonable opinion of the leader your behavior is disruptive, threatening or abusive or is causing or likely to cause danger, distress or annoyance to others we may terminate your participation on the programme without any liability on our part.

Application & Documents

For your application to be complete you must complete and submit the online application form and the necessary documents, within the required timeframes, as outlined below.

Documents Required:

- You are required to fully complete the AATC online application form and upload a photograph of yourself.
- You are required to submit to AATC a copy of the picture page of your current, valid passport. It is your responsibility to check the passport requirements for the country to which you are travelling to ensure your passport is valid.
- Criminal Record Check (if required for your chosen programme) will be your responsibility to provide
- Upon receipt of your criminal records check we will determine if you satisfy the programmes requirements. If you do not, you must either amend your placement to a project that does not require a criminal record check or cancel your placement and the charges contained within the "Booking Amendments, Cancellations and Refunds" section will apply.

Medical History:

- Please disclose any medical conditions that may affect your participation in the programme.

Travel Insurance:

- You must have valid travel insurance before travel and provide AATC with a copy no later than 30 days prior to your departure date.

Flight Itinerary:

- You must provide AATC with a copy of your confirmed flight itinerary no later than 30 days prior to your departure date and you agree to advise us of any changes that may be made to your arrival details at the earliest possible opportunity.

Programme Specific Documents:

- You may have to submit additional documentation such as, visa documentation, certifications or qualifications, CV/resume and references. You will be given specific timeframes for submission of each.

AATC reserve the right to postpone or withdraw your application if you have not completed and/or submitted all the necessary documents within the required time frames.

Health & Travel Insurance

It is your responsibility to ensure, at least one month prior to travel, that you obtain proper and detailed medical advice for the latest health requirements, recommendations for your destination and any costs. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss, or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements or AATC programme fees.

You are required to make AATC aware of any pre-existing medical conditions and you may be required to submit an additional letter from your doctor.

It is your responsibility to advise AATC of any special dietary requirements.

If you are a pregnant woman, or have recently visited other countries you should check requirements with your general practitioner.

You must insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of expenses, injury, illness, death, repatriation, cancellation and curtailment and dependent relatives. You are required to carry proof of insurance with you and produce it if reasonably requested by our

employees or suppliers. You should ensure that there are no exclusion clauses that limit cover for the type of activities included in your programme.

Visas, Passport & Travel

Whilst AATC are able to provide basic advice to you regarding passports, visa or travel requirements, you should check with the appropriate Embassy, Consulate, British Foreign Office and/or airline for the exact requirements for your chosen programme and date of travel.

It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in your travel arrangements. If you are travelling overland to certain destinations you may need to also pass through controls of other countries en-route so this should be allowed for with any passport/visa applications. If you fail to do so, AATC have no liability to you for any cost, fines, loss or damage that you suffer, nor will we refund you the cost of any unused portion of your travel arrangements.

Should your chosen programme require a visa, AATC is not in control of the processing time or success of your visa application. If your visa is delayed, thus affecting your ability to travel or meet your programme requirements, or if your visa application is denied/rejected, your application will be cancelled and the charges contained within the "Booking Amendments, Cancellations and Refunds" section will apply.

In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling.

When assessing whether tours or expeditions will operate we use information from our receiving partner in conjunction with advice from the British Foreign Office and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies.

Should you arrive outside the agreed start date/time for your programme, or do not advise of your correct arrival details, you may have to cover any additional costs.

Your Programme

Please be aware that any accommodation, food and facilities that you will be provided with will be of a local standard and these may differ to the standard you are accustomed to. You may be required to share a bathroom and/or bedroom.

You are expected to satisfy yourself prior to booking that you are fit and able to complete the itinerary of your chosen programme as described. If you suffer from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition you must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the programme.

We are agent for receiving partners in each of the destinations that we offer programmes. They are responsible for offering you in-country support while you are on your programme. Full contact details of the receiving partner will be given to you prior to departure. In country partners are responsible for your orientation and they are there

for any emergency support and emergency issues and to resolve any such issues you may have regarding your programme. If you have any problems or complaints during your programme you must inform our receiving partners and the relevant supplier of the service immediately.

Booking Amendments, Cancellations and Refunds

If you change your booking more than 4 weeks prior to departure:

1. AATC will charge £100 to facilitate the change if a change can be made.
2. A further deposit may be payable as well as additional programme costs if your new amended itinerary is more expensive than the one you originally booked.

If you cancel your booking after payment of the deposit has been made (changes to your booking within 4 weeks of departure will be treated as a cancellation of the original booking) OR AATC withdraws your application due to non-compliance with any of the terms and conditions contained in this agreement, then charges and conditions are as follows:

Volunteer Investment Programmes

- More than 30 days before departure: deposit is non-refundable
- Within 14 days of departure: total programme fee is non-refundable

Any refund issued, regardless of the circumstances under which it is being issued, will incur a 5% transaction fee.

If your booking is changed or cancelled

- In the event that our local operator chooses to do so, AATC reserve the right to cancel your booking or change any of the facilities, services or prices described in our brochures or website. AATC will endeavor to advise you of any changes known at the time of booking. AATC also reserves the right to switch receiving partner.
- Our receiving partner and AATC as agents for the receiving partners plan the arrangements for your programme many months in advance and may occasionally have to make changes, most of which are minor.
- If a major change becomes necessary, AATC will advise you of the change as soon as possible. Whether a change is 'major' depends on the nature of the trip and may include a change in the type of programme or the country of destination for reasons beyond our control.
- Compensation will not be payable if AATC are forced to cancel, or in any way change your trip for reasons of consolidation due to minimum numbers not being attained or force majeure. Operation of all trips may be dependent on a minimum number of persons booking the trip. If that number is not achieved, AATC reserves the right to cancel the trip. Circumstances amounting to "force majeure" include any event which AATC or the supplier of the service(s) in

question could not foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, acts of God, adverse weather conditions, and all similar events.

- When a major change occurs prior to departure, you will have the choice of either accepting the change, or accepting a replacement trip from us of equivalent or closely similar standard and price, or cancelling your programme, in which case AATC shall refund you in full less an administration charge of £50 per person on the booking.
- AATC strongly recommend that you make no travel arrangements to your point of departure, arrange any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed.
- AATC strongly recommends that you take out insurance that includes cover against irrecoverable cancellation costs.
- If your programme fees include insurance, you will remain responsible for the full amount of your insurance premium and this will not be refunded in the event of your cancellation. You may however be able to transfer this cover to another programme.
- AATC reserves the right to withdraw your application, without refund, if unable to make contact with you at the contact details provided; if you are late with any paperwork or payments; or in any other circumstances where AATC is unable to obtain required information from you.

Our Liability, Conditions of Carriage and Limitations

1. Our obligations, and those of our receiving partners providing any service or facility included in your programme, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your programme may involve. Sometimes these standards will be lower than those that would be expected in the UK. The services and facilities included in your programme will be deemed to be provided with reasonable skill and care if they comply with any local regulations that apply.

2. Our liability, except in cases involving death, shall be limited to at most the cost of your travel arrangements. In any event if less than this our liability in all cases will be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation and/or programmes for your travel arrangements. These terms are incorporated into this contract; and any relevant international convention. AATC are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

3. AATC shall have no liability where the cause of the failure to provide, or failure in, your programme or any death or personal injury you may suffer is not due to any fault on our part or that of our agents or suppliers or receiving partner, because it is either

attributable to you, or attributable to someone unconnected with your programme and is unforeseeable or unavoidable, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither AATC, nor our agents or suppliers could have foreseen or forestalled.

4. If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased in resort your claim should be directed to the activity provider and not to us. In the event of there being a successful claim for costs against a third party or a suitable insurance policy or policies being in force, AATC are entitled to recoup from you the costs actually incurred by us in giving any assistance.

5. AATC may operate programmes in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you normally expect. Your booking is accepted on the understanding that you realise the hazards involved in this kind of programme, including injury, disease, loss or damage to property, inconvenience and discomfort. The whole philosophy of this type of travel is one that allows alternatives and a substantial degree of on-trip flexibility. Changes in itinerary may be caused by events such as (by way of example and not by way of limitation) local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances.

General

1. You consent to your image and any comments, photos and videos uploaded to our website being used for marketing purposes.

2. We will have the right to terminate this agreement in the event that you breach any of your obligations and termination will result in the loss by you of all monies paid and also render you liable for potential damages arising from that breach.

3. We shall be entitled to assign the benefit or part of this Agreement to any third party, but shall remain primarily liable for the obligations hereunder.

4. Nothing in this Agreement shall constitute you as our agent.

5. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between us.

6. You agree and accept that we are not providing you with any service that could be construed as an employment agency or running an employment business. You agree that all payments to us are as agent and all fees we earn are paid by our receiving partner.

7. The parties believe that VAT is not chargeable on any monies changing hands hereunder. In the event that for whatever reason this is not the case then you agree to pay VAT on all sums previously paid and authorise us to debit your credit card with this amount.

8. This Agreement together with all documents referred to herein constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements in regard thereto.

9. This Agreement cannot be amended, superseded, cancelled or any of its terms and conditions waived except by an agreement in writing signed by authorised representatives of both parties or in the case of a waiver signed by an authorised representative of the party waiving compliance and specifically referring to this Agreement.

10. If any of the provisions of this Agreement are or become to any extent or in any circumstances invalid or are ruled illegal or deemed unenforceable for any reason under the current applicable law from time to time, then to the extent or in those circumstances it is the intention of the parties that this shall not affect the validity or enforceability of this Agreement or of any of the provisions of this Agreement and if such provision would be valid if some part of the provision were deleted or modified, the provision in question shall apply with such deletion or modification as may be necessary to make it valid provided that the operation of this clause would not negate any commercial intent and the purpose of the parties under this Agreement.

11. This Agreement shall be governed by and construed in accordance with English law and you submit to the exclusive jurisdiction of the English Courts in relation to all disputes relating to the Agreement. We submit to the non-exclusive jurisdiction of the English courts in relation to all disputes relating to this Agreement and shall be entitled to commence proceedings against you in such other jurisdictions as are appropriate.

12. Any notice to be given under this Agreement shall be in writing and shall be deemed duly given if signed by or on behalf of a duly authorised officer of the party giving the notice and if sent by first class post or delivered by hand or sent by facsimile transmission to the address of the recipient as may be notified from time to time. Any such notice or other communication shall be deemed to be given:

- a. by post on the day (not being a Sunday or public holiday) falling 48 hours after the date of posting;
- b. if served by hand at the time the same was handed to or left at the address of the party to be served; and
- c. in the case of a facsimile transmission at the time of transmission, and in providing service of the same it will be sufficient to prove in the case of a letter that such letter was properly stamped, franked, addressed and placed in the post and in the case of a by-hand delivery that such letter was delivered to the proper address and in the case of a facsimile transmission that such facsimile was duly transmitted to a facsimile number notified to the other party for this purpose.

13. You agree to abide by all lawful rules and regulations of our local operator and the location you visit and to fully indemnify and hold us completely harmless from and against any liability, obligation, loss and expenses including court costs and legal fees incurred by us or a third party resulting from any injury, loss, property damage or expenses that you directly or indirectly cause or to which you contribute.

By completing the on-line registration process and ticking your acceptance of this contract you agree to be bound by its terms.