



Gap year Terms and Conditions please keep for your records

Definitions

In these terms and conditions

Booking form – means the form on which you book with us, and which shows deposit, flight information, and also states the methods of payments that we accept.

Us, our, or we – means Volunteer Uganda Limited

Contract – means an agreement binding in law between Volunteer Uganda limited and you, incorporating the terms and conditions. Booking form and information contained in the expedition confirmation. It comes into force as in paragraph 1.4

Deposit – normally means 10% of the total expedition cost. For late booking (within 56 days of departure) full payment is required. If you have elected to pay by instalments, we will still require an initial deposit of 10%

Expedition confirmation – means a confirmation of the key details of your expedition and sets out the balance due and the date(S) by which further payment(S) must be made to meet the balance. We state clearly in this the items included in the price of your expedition.

Expedition – Means all travel arrangements, including gap year placements, provided by us.

Force Majeure – Means unusual and unforeseeable circumstances beyond our control, the consequences which we nor our suppliers and associates can avoid. For example war. Threat of war, riots, civil strife, government military or terrorist activity, industrial disputes, natural or manmade disaster, fire, adverse weather conditions, level of water in rivers or similar events beyond our control.

Terms and Conditions – means the information contained in this document

Total expedition cost – means the amount shown on your expedition confirmation, once received

You/your – means the subject of the contract and all persons named in your booking form

1. HOW TO BOOK

1.1 Having completed all sections, sign the booking form and send it to us with your deposit, **Volunteer Uganda Ltd, 23**

Langbourne Avenue, London, N6 6AJ. If you choose to book online we will need a signed paper copy of the booking form and payment of your deposit within 7 days. The deposit is non-refundable in all circumstances, once we have issued the expedition confirmation (see paragraph 1.4)

1.2 If you are under 18 years old, your parent or guardian must also sign the booking form, stating their relationship to you.

1.3 You to provide accurate and correct information on the booking form, for example full name and address as it appears on your passport, as this information will be passed to third parties such as flight providers. You will be liable to any costs incurred as a result of inaccurate or false information supplied.

1.4 When we are satisfied that we are able to provide the expedition that we will have developed with you, we will send you the expedition confirmation. We will also have required you to have paid 50% of your total expedition cost by a date usually half way between the date of booking and the date of departure. Full and final payment will be required at least 56 days before departure. Please check these details carefully and inform us immediately if you feel they are incorrect. We do not send reminders of payment dates (see paragraph 2.3)

1.5 The contract between You and Us is affirmed on the date the deposit is received by us, subject to satisfactory medical condition, suitability for placement and in the case of 'team' bookings, sufficient team members becoming available.

2. YOUR LIABILITY FOR PAYMENT

2.1 If you are over 18 years old and have signed the booking form, then you are responsible for the total Expedition cost. If you are under 18 then the person who has signed the booking form as your parent or guardian is responsible for the Total Expedition Cost.

2.2 Where any payment is made on your behalf (whether for you alone or for the Expedition generally), in foreign currency or in sterling drawn on a foreign bank note, we reserve the right to pass onto you any resulting bank charges.

2.3 If we do not receive any payments by their due date, we reserve the right to treat your booking as cancelled and to levy cancellation charges (see clause 7)

3. PAYMENT OPTIONS

Payments can be made by cheque or cash. Cheques should be made payable to Volunteer Uganda Ltd.

4. EXPEDITION COST AND GUARANTEE

We reserve the right to increase the price of the Expedition in extreme circumstances only, between the date of issue of your booking form and departure. For example, the relevant currency exchange rate alters more than 5%; a government or official authority substantially levies or increases a tax, or transportation costs increase substantially.



5. ACCURACY OF INFORMATION We take every care to ensure the accuracy of the information we provide on your Expedition and that is as detailed as possible. All information is given in good faith and believed correct at the time of going to press. We undertake to advise you of changes which affect you and become known to us after we have provided the Expedition Confirmation. Flights and other modes of transport are particularly out of our control. We cannot guarantee the departures and connections will leave/be made at the times stated or even at the times shown on your tickets. We will not be liable for delays but please note that compensation for delays may be included in your terms of insurance. Please check the policy summary once issued.

6. PERSONNEL CHANGES/ASSIGNABILITY

The criteria under which you may transfer your booking to another person are as follows:

- 6.1 The person wishing to take over your booking must meet any conditions which did apply to your Expedition and must agree to be bound to the Terms and Conditions in force at the time of exchange.
- 6.2 You, or the person taking over your booking, must pay any final balance due before the personnel change is made, together with any administration charges applicable and levied by us.
- 6.3 Any request to transfer your booking must be received in writing on or before the date of the final payment. It must be signed by the person(S) who signed the booking form and must enclose full details of the proposed new expedition member, all monies (in accordance with paragraph 6.2) and any travel documentation already issued to you by us.
- 6.4 We reserve the right to refuse any such change of personnel where it is deemed (in our sole opinion) prejudicial to the safe and efficient conduct of the expedition and/or where the proposed new Expedition member is not (in our sole opinion) a fit and proper person for participation in the Expedition. In the event of any such refusal, or if we are unable to implement the request change for any reasons beyond our normal control, our normal cancellation charges will be applied and the contract will come to an end (see clause 8)

7. AMENDMENT BY YOU

- 7.1 There is an administration fee of £35 per person, per change for all amendments affecting the Expedition requested at any stage, excluding personnel changes (see clause 6) and subject to payment by you of any costs we incur (see also clause 10)
- 7.2 In the event that you have made any of your travel or insurance arrangements independently then you are responsible for making any necessary amendments that may arise.

8. CANCELLATION BY YOU

8.1 If you wish to cancel a booking you must do so in writing by post or email and proceeded by a phone call if within one month of departure. The following cancellation charges will apply, the days in question being calculated to include the date on which we receive your written cancellation. If you have purchased our recommended insurance cover you will also forfeit your premium, as this is non-refundable in any event.

On and after.....	Cancellation charge as a % of total Expedition Cost
Receipt of Deposit	10%
Interim payment date	40%
Balance payment date	100%
Late Bookings (within 56 days of departure)	100%

8.2 The above charges cover cancellation charges to suppliers such as hotels and transportation, and also include our own administration charges. Once these charges are paid, the contract comes to an end.

8.3 If the reason for cancellation is covered by the insurance policy and you have taken cover, the cancellation charge may be refunded by the insurance company in accordance with the details on the policy. Please check your policy, once received.

10. AMENDMENT BY US

10.1 We try never to change your proposed Expedition but we must reserve the right to do so where (in our sole opinion) circumstances require it. This is necessary because of the nature both of our services and expedition travel, having a particular regard to the safe and efficient conduct of the Expedition and its members.

10.2 We may also be required to amend your Expedition by reason of Force Majeure. If this happens, or if we otherwise become unable to provide significant parts of the Expedition, we will make alternative Expedition arrangements for you, wherever possible, of an equivalent nature and standard (see paragraph 10.4)

10.3 If we need to amend your booking due to force Majeure within 55 days of departure, we reserve the right to defer your departure date should we require additional time to secure the reserve expedition (see paragraph 10.4)

10.4 For each of our Expeditions we will identify wherever possible a reserve Expedition in the Expedition confirmation which you will be obliged to accept should it become necessary (see paragraph 13.4).



11. CANCELLATION BY US

11.1 We reserve the right to treat your Expedition and booking as cancelled and levy cancellation charges (see clause 8).

(a) If you fail to make any payment when it becomes due; or

(b) If you behave in what we deem as an improper manner at any time prior to or after the departure date, (please see clause 13); or

(c) In any other circumstances specified in these terms and conditions entitling us to cancel your booking or the Expedition itself.

11.2 Wherever possible, we will only amend your booking in conjunction with the terms in clause 10. We expect only to ever cancel clients' bookings in highly exceptional circumstances. However, due to the nature of our services and expedition/adventure travel generally, we must reserve the right to do so. We will not cancel it less than 56 days before departure unless the cancellation is due to Force Majeure.

11.3 If we are forced to cancel your Expedition due to Force Majeure within 56 days from your departure we will offer you a full and prompt refund on all monies paid, less your deposit and a deduction in respect of basic administration charges; monies already paid, for example flight monies, and insurance. We will alternatively offer the opportunity to defer your Expedition until a later date.

11.4 If we cancel due to Force Majeure within 7 days of departure, you may be able to reclaim your money through your insurance policy. Please check this policy, once received.

11.5 We reserve the right to cancel your booking or exclude you at any time prior to or during the Expedition, if in our sole opinion you are not compatible with the general enjoyment, well being and safety of the Expedition. We also reserve the right for ourselves, our representatives, employees and agents to refuse further participation to you at any time if, in our or in their opinion, you are not fit for whatever reason to participate in the Expedition (see clause 16)

11.6 In the case of 'team' bookings, we reserve the right to cancel the expedition if for whatever reason sufficient team members cannot be obtained.

12. OUR LIABILITY

12.1 Your booking is accepted on the understanding that you appreciate the possible risks inherent in adventure travel and you undertake the Expedition at your own risk and volition.

12.2 We undertake to use all reasonable skill and care in the preparation of your Expedition and in the choice of providers of services and equipment where we are not ourselves providing such services and/or equipment. We cannot and do not accept any liability for the actions or omissions of any third party providers of services and/or equipment.

12.3 Please note that if your Expedition includes transportation, (e.g. a flight or ferry crossing) the relevant transport company's conditions of carriage will apply directly and do not form part of the contract between you and us. Their conditions may exclude or limit liability. In cases of lost or damaged baggage, or cases of death or personal injury arising in the course of international air or sea travel or in connection with hotel accommodation, the amount of compensation you receive is limited by certain international conventions, namely the Warsaw Convention, the Athens Convention and the Paris Convention. Copies of these Conventions should be available at your local reference library. We accept no liability for your personal effects.

12.4 Except in cases of personal injury or death caused by our negligence, the amount of compensation we will pay you for any default by us will be limited to a reasonable amount having regard to the price of the Expedition and will in no event exceed such price. Our assessment of the reasonable compensation to which you are entitled will depend upon the circumstances of your particular case.

12.5 We cannot accept any responsibility if you suffer death or personal injury from an activity that is not part of the Expedition arrangements we make for you. We also cannot be held responsible for the consequences of your actions should you choose to ignore the advice given to you by Us, your Expedition Leader or any of our employees, representatives, agents or contractors.

12.6 Nothing in these Terms and Conditions excludes our liability for death or personal injury caused by our negligence.

13 YOUR LIABILITY TO US

13.1 On receipt of your Expedition Confirmation, you must check it carefully to ensure that we have interpreted your instructions correctly and you must also ensure that you have notified us, in writing, of any special requirements upon which you intend to rely.

13.2 While on the Expedition and during preparation in the UK, you must behave in an appropriate manner and avoid causing damage, distress, danger or annoyance to other Expedition members or to third parties. You must not damage any property with which you come into contact during your Expedition and if you do, you will be liable for the cost of the repair or replacement at the time and any costs incurred should we have to terminate your expedition prematurely.

13.3 You must also comply with all local laws and instructions or our staff and authorised representatives, and this includes the entry requirements of the country to be entered, for example, compulsory vaccinations and immunisations (see paragraph 11.5)

13.4 In the event of an amendment to your Expedition, (see clause 10) you are obliged to accept that change so long as it is one provided for an expedition which, in our opinion, is of an equivalent nature and quality.



14 COMPLAINTS

Any deficiency in your Expedition should be reported immediately to Us to allow an opportunity for immediate remedial action to be taken. Failure to do this may reduce or even completely extinguish your legal right to claim compensation. In the unlikely event that, having taken the action outlined above, any problem cannot be resolved to your satisfaction while you are on the Expedition and you wish to take the matter up with us after your return, you should write to us within 28 days of the end of your Expedition giving full details of your complaint. After this time we regret that we are unable to guarantee any further investigation or action.

15. PASSPORT & VISA REQUIREMENTS

15.1 A full, current and valid passport (with necessary visas) is required for all periods, countries and territories within your Expedition. This is your responsibility although advice only, may be available from us (see paragraph 15.3)

15.2 Application for a 10 year passport may take more than 1 month to process – check with your regional office. Please check the expiry date of any passport you currently hold. If you do not hold a current British or EU passport, you should check the visa regulations for your intended travel itinerary, with relevant embassies.

15.3 We will not be responsible if you fail to travel with a proper and valid passport and/or visas and you will be liable to reimburse us if we incur any expense in assisting you in such circumstances. We will offer you appropriate advice and assistance in respect of visa requirements for British or EU passport holders and also in respect of principle health requirements. (E.g. vaccinations).

16 HEALTH AND FITNESS

16.1 We draw your attention to the fact that our Expeditions can be physically strenuous; we can advise you how to train effectively prior to the Expedition, so as to gain maximum enjoyment from the Expedition. Please inform us on the booking form if you have health conditions that could affect your participation in the Expedition or any of the activities contemplated.

16.2 whilst we offer relevant advice and guidance, it is your responsibility to verify your health and vaccination requirements for the Expedition and for obtaining all necessary prescriptions, medicines and vaccinations that you need – please consult your G.P. or other suitably qualified physician.

16.3 If you are suffering from any of the conditions set out on the booking form, or others, we reserve the right not to accept your booking. We may however, request further information and if provided with a suitable certificate from a doctor, accept you as an Expedition member. Please seek specialist advice.

16.4 Where your health is being adversely affected by the Expedition, for example suffering from altitude sickness, we reserve the right to require you to cease to or not to participate on some or all of the activities planned for your Expedition.

16.5 You should be aware that for some, home sickness may become a symptom of expedition travel to unfamiliar environments. Every effort will be made by Us to assist you acclimatise to your new surroundings. In the event that you choose to prematurely cancel your Expedition due to home sickness, we will levy any charges we incur as a result of repatriating you and our normal cancellation terms apply.

17 INSURANCE

17.1 Due to the nature of our Expeditions, we require you to take out comprehensive travel insurance. Details of any insurance which have been included in the price of your Expedition will be provided in your Expedition Confirmation. Please read the details carefully and ensure that you understand them. Any claims that may arise should, in the first instance, be made directly to the insurance company. If you prefer to take out your own insurance policy rather than the insurance recommended by us, you must provide us with evidence that it is in force prior to your departure.

17.2 We reserve the right to refuse to accept you on the Expedition if you do not have insurance cover which we consider adequate for your Expedition. We accept no liability for any deficiencies in any insurance policy.

17.3 If we have included insurance in your Total Expedition Cost this cover will normally be taken on receipt of your interim payment and as such your deposit monies will not be covered under any cancellation terms.

18. INTERNATIONAL TERRORISM

Whilst we make every effort to ensure that your Expedition is safeguarded from terrorism by relying upon the best available advice at that time, due to the unpredictable nature of global terrorism we can make no guarantees. By signing the Booking Form you agree to travel at your own risk and that you have made your own enquiries as you consider necessary. We expressly exclude all liability (direct and indirect) for any losses or damages whatsoever that you may suffer or incur as a result of or in connection with an act of terrorism. Please check the insurance policy, once received, for their position.

19 LAW AND JURISDICTION

The contact between you and us and any matters arising from it will be governed by and construed in accordance with English law and are subject to the jurisdiction of the Courts of England and Wales.

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