

WVS Terms and Conditions

1. DEFINITIONS

In these Standard Terms and Conditions, the following expressions shall have the meanings set out below:

- (a) WVS shall mean the UK registered charity (number 1100485) Worldwide Veterinary Service;
- (b) Associated Charity shall mean the organisation(s) who has requested help from WVS, and who will be the focus of the Project;
- (c) Volunteer(s) shall mean the person(s) who have signed the Application Form and received written (or email) confirmation from WVS that they have been accepted as a member of the WVS Team to participate in the Project;
- (d) Project shall mean the project organised by WVS upon which the Team has been accepted to travel and participate;
- (e) Project Leader (s) shall mean the representative of the Associated Charity present during the Project or, if agreed prior to commencement of the Project, the WVS Team member assuming the role.
- (f) Project Costs shall mean the total sum payable by the Volunteer to participate in the Team Project as specified.
- (f) Free Time shall mean the period of time the Volunteer is granted as off-duty from the Project during the Volunteer's time at the Project site.
- (g) Pre-Booking Information shall mean the information supplied for each Project via the Volunteer page on the WVS website.

2. ACKNOWLEDGEMENT OF NATURE OF PROJECT

- (a) The Volunteer acknowledges that they have read and understood the Pre-Booking Information.
- (b) The Volunteer acknowledges and accepts that the TEAMS PARTICIPATING IN Projects are designed to be non-profit and primarily of animal welfare orientated, scientific and educational benefit to the associated charity and host country and do not have clearly defined timetables, itineraries and arrangements. Flexibility of timetables, itineraries and arrangements should not only be anticipated but expected. In agreeing to join the TEAM the Volunteer agrees to accept this flexibility and to be prepared for variation which may arise with little or no prior notice, and acknowledges the right of WVS and the Associated Charity to make necessary alterations and variations or cancel the Project with or without notice in certain undefined circumstances. Volunteer acknowledges that due to the nature of and location of the Project living conditions may be basic and levels of sanitation poor.
- (c) The Volunteer hereby acknowledges and accepts that there is a significant element of personal risk and potential hazard in participating in a team and undertaking a Project of the nature organised by WVS and whilst WVS aims to safeguard the Volunteers safety, it cannot be held responsible for any damage or injury, loss of property or other financial loss caused by risks or hazards beyond its control to the Volunteer or their personal possessions.
- (d) The Volunteer acknowledges and accepts that there is significant element of personal risk and potential hazard involved in the use of local transport during the course of the Project and accepts that should they be placed in charge of a vehicle during the course of the Project they do so voluntarily and entirely at their own discretion. Furthermore the Volunteer agrees to waive all rights of action against WVS, the Associated Charity and the Team or Project Leader in the event of death and/or personal injury and/or property damage or loss of property or other financial loss arising out of the use of local transport and agrees to indemnify WVS, the Associated Charity and the Team or Project Leader in relation to any claim which may be made against them arising out of any act or omission by the Volunteer.
- (e) WVS and Project Leader will be available to offer advice during the Project, however the Volunteer accepts that participation in the Project is purely at the Volunteers risk and no liability is accepted on behalf of WVS or the Team or Project Leader. Volunteer agrees to take out adequate

medical and travel insurance (see clause 10) and WVS accepts no liability for a VOLUNTEER not following this requirement.

3. SUITABILITY TO PARTICIPATE

(a) WVS is committed to equality and diversity and does not discriminate on the basis of nationality, religion, gender, sexual orientation or race. However, the Project may be unsuitable for some Volunteers due to pre-existing physical and medical conditions.

(b) The Volunteer agrees to inform WVS of any physical and medical condition that could affect their ability to participate in the Project, put themselves, the Project or other member of the team in danger, at the time of application and at any point before or during the Project. WVS reserves the right to cancel or expel the Volunteer in the event that complete and truthful information is not provided.

(c) WVS reserves the right to request the opinion of a medical professional regarding the Volunteer's ability to participate and to cancel their application or expel the Volunteer from the Project if their participation is deemed dangerous to the Volunteer, the Project or to other members of the Team.

(d) WVS reserves the right to cancel the application of a volunteer who requires specialist medical or support care, after due consideration.

(e) WVS does not accept children under 18 years of age on its Projects.

4. FREE TIME

(a) WVS endeavours to honour the Volunteer a period of time off-duty from the Project as specified in the application pack. The Volunteer acknowledges and accepts that due to the nature of the Project, on occasion the Free Time can be shortened or cancelled at short notice by the Team or Project leader, if deemed necessary.

(b) The Volunteer acknowledges and accepts that all activities undertaken during the Volunteer's Free Time, will be undertaken on the Volunteer's own risk and that WVS cannot be held responsible for any damage or injury, loss of property or other financial loss. The volunteer should inform others of their Free Time activities and return in time for work. The Volunteer must ensure they have the appropriate insurance to undertake any high risk activity. WVS will not be liable for your safety and well-being during Free-Time, however, WVS would do all it could to help if trouble arose.

(c) WVS, together with local tour operators, may offer activities for Volunteers outside of the scope of the Project, as specified in the application pack. The Volunteer acknowledges and accepts that he or she must specify at the time of application whether he or she wants to participate in any additional activities and that WVS cannot be held responsible for any danger or injury, loss of property or other financial loss. The fee for the activities are additional to Project Costs and are designed to be non-profit service, only used to cover the costs of the activities.

5. FORCE MAJEURE WVS

WVS will incur no liability for any loss which a Volunteer may suffer through cancellation of a Team or Project or a flight or flights due to fire, Acts of God, war, riot or civil commotion, strikes, quarantine, Government or other official intervention or due to any reason whatsoever outside of the control of WVS.

6. COSTS

(a) A deposit shall be paid to WVS as specified in the application pack relating to the specific Project the

Volunteer wishes to participate on and the TEAM they wish to join. Once paid the deposit is non-refundable save as detailed in clause 6a below;

(b) The Volunteer agrees to pay the balance of the Project Costs by the dates specified in the application pack;

(c) Failure to pay the deposit and/or the balance of the Project Costs by the due date(s) entitles WVS to cancel the participation of the Volunteer on the

Project;

(d) After commencement of the

Project there can be no refund of the

Project Costs or of any sums paid for services provided during the Project but not included in the Project Costs.

(e) Project Costs paid to WVS by the Volunteer may be spent before the commencement of the Project on costs related to the Project. This does not affect the rights of the Volunteer as detailed in 5 (d), 6 (a+b).

7. CANCELLATION BY VOLUNTEER

(a) Cancellation must be in writing, or by email.

(b) The date of cancellation for the purposes of the cancellation provisions below shall be the date of the receipt of letter or email.

(c) Refunds of the Project Cost will be as specified in the application pack.

(d) Deposits are non-refundable.

(e) There will be no financial penalty if the Volunteer cancels before paying the deposit.

8. CANCELLATION BY WVS

(a) WVS reserves that right to cancel the Team and/or Project and agrees to inform the Volunteer in writing to the address supplied on the application form. If such cancellation is due to circumstances totally within the control of WVS, WVS agrees to refund the Volunteer all monies paid by the Volunteer towards his/her Project Costs only and the Volunteer agrees to accept such refund as being in full and final settlement of all and any of WVS' liability to the volunteer;

(b) If WVS cancels a Volunteer's Project or Team in the event of (i) a visa application being rejected or (ii) based upon medical advice received by WVS Medical Advisor(s), WVS agree to refund all monies paid by the Volunteer towards his/her Project Costs only and the Volunteer agrees to accept such refund as being the full and final settlement of all and any of WVS' liability to the Volunteer.

(c) If WVS cancels an application or expels a Volunteer from the Project due to a failure to comply with these Terms and Conditions, WVS shall not be liable to provide a refund of any of the monies paid by the Volunteer.

(d) If WVS cancels a Project after the commencement of the Project, it will not be liable for the repatriation of the Volunteer.

9. BEHAVIOUR ON PROJECT

(a) The Volunteer acknowledges the Project aims and objectives as stated in the application pack. The Volunteer is expected to work under the supervision of the Team or Project WVS STANDARD TERMS AND CONDITIONS 26/06/09 Leader in a conscientious manner in order to assist with these aims.

(b) The Volunteer agrees to abide by the authority of the Team and Project Leader and to follow all of their reasonable instructions.

(c) If the Volunteer commits any illegal act on the Project or if in the opinion of the Team or Project Leader the Volunteer's behaviour is detrimental to the aims of the Project or the safety or welfare of the Team on the Project or the Volunteer, after consultation with WVS head office, the Volunteer may be required to leave the Project within 24 hours' notice and no liability on the part of WVS shall arise whatsoever.

(d) If the Volunteer damages, destroys or loses any item of equipment owned by WVS or the Associated Charity the Volunteer will indemnify WVS for any costs.

(e) The Volunteer agrees to abide by all other Behaviour Expectations as laid out in the Volunteer Handbook.

10. COMPLIANCE WITH LEGAL REQUIREMENTS

The Volunteer is personally responsible for and will comply with all legislation, visas, and immigration, customs and foreign exchange regulations of the countries visited upon by a WVS TEAM. In the event of a contravention by a Volunteer of the laws of the country which the TEAM visits, the Team or Project Leader shall have the right to require the Volunteer to leave the Team and Project and no liability on the part of WVS shall arise whatsoever.

11. COMPLAINTS

If a Volunteer wishes to make a complaint and/or claim in relation to the Project or a TEAM, the Volunteer agrees to abide by the following procedure:

- (a) The Volunteer will ensure that the matter has first been brought to the attention of the Team or Project Leader at the Project site who will seek to resolve the claim and the Volunteer will give WVS a reasonable time within which to resolve the claim before proceeding further;
- (b) If due to an unresolved serious complaint the Volunteer decides to leave the Project before its completion the Volunteer agrees to provide written evidence of the extent of the complaint to the Team or Project Leader and WVS head office before departure from the Project or Team;
- (c) In the event of a claim for compensation the Volunteer agrees to lodge such a claim with the Team or Project Leader and WVS before the scheduled completion date of the Project, and agrees to provide written evidence of the extent of the complaint to the Team or Project Leader and WVS before departure from the Project or Team;
- (d) The Volunteer agrees that under no circumstances shall WVS be liable for damages or compensation arising from that part of any claim related to the assessment of inconvenience, discomfort, disappointment or loss of enjoyment.

12. INSURANCE

- (a) The Volunteer agrees to affect personal travel and medical insurance and agrees to be responsible for ensuring that such insurance cover fully meets their personal requirements and the minimum recommendations specified by WVS;
- (b) The Volunteer acknowledges the importance of insurance provision in respect of their spouse, dependent children and/or relatives and accepts responsibility of assessing their own personal circumstances and arranging additional insurance cover that they deem to be necessary.
- (c) The Volunteer further agrees to ensure that their insurers are aware of the type of travel and work to be undertaken during the Project, and while participating in a Team and accepts the insurance proposal on such basis.
- (d) WVS may recommend insurance providers. WVS can accept no liability for the standard of cover provided by any insurance provider it recommends or any other insurer that Volunteer uses and the Volunteer accepts that they are entirely free to choose any insurance company that provides adequate cover.

13. WVS' INSURANCE

WVS is insured for Employer's and Public Liability. The Volunteer is covered under this policy. Should the Volunteer chose to make a claim under this policy, they should contact the WVS UK Office.

14. WAIVER

No person, save with the express authority of in writing of two or more WVS Trustees, has authority or is empowered to waive or vary any of these conditions and these terms and conditions constitute the entire agreement between the Volunteer and WVS.

15. INFORMATION

All the information contained in any information published by WVS relating to the WVS Team or Project is, as far as WVS is aware, true and accurate at the time of writing. If any material alterations have to be made or in WVS's view need to be made before departure in order to maintain the quality of the Project, the Volunteer will be informed.

16. PASSPORT, VISAS, VACCINATIONS, ETC.

The Volunteer must be in possession of a valid passport (for the duration of the Project) and all visas, permits and certificates required for the entire duration of the Project and must arrange also arrange to obtain whatever vaccinations are normally recommended for the countries through which the Project is scheduled to travel. Any information given by WVS about healthcare, vaccinations, visas, climate, clothing, baggage, special equipment and other matters is given in good faith but without responsibility on the part of WVS. WVS strongly recommends that Volunteer check the Foreign and Commonwealth Office website for up to date travel advice.

17. DATA PROTECTION

Unless stated by the volunteer data will only be used for trip purposes. Any personal information the Volunteer gives to WVS will be processed in accordance with the UK Data Protection Act 1998 and

the EU General Data Protection Regulation. WVS will request and use only the information the Volunteer provides with consent and required to process the Project trip WVS stores the information provided by the Volunteer responsibly and securely. WVS holds the provided by the Volunteer for no longer than necessary, which unless in exceptional circumstances will be no longer than one year following the Volunteer's trip. WVS does not share the provided by the Volunteer with third parties for any other purpose than processing and booking your trip, except within the terms of the Act.

By registering for WVS Basecamp, volunteers consent to receiving marketing communications from WVS by email and post. Volunteers can manage their communication preferences or opt out of receiving marketing communications at any time through the Basecamp 'profile' page.

18. INTELLECTUAL PROPERTY

(a) All scientific data collected or intellectual property created during the Project or whilst participating in a Team remains the property of WVS and may be analysed, published and otherwise distributed by WVS with no prior consultation with the Volunteer. WVS agrees to acknowledge the contribution by the Volunteer in the collection of scientific data and subsequent analyses if appropriate.

(b) The Volunteer agrees to provide WVS with copies of reports, articles or other written material arising from the Project or team and produced by them. No information, reports or other materials whether written or photographic may be published or otherwise distributed without prior consultation with and consent of WVS.

The Volunteer shall retain intellectual copyright over any report or article written by them but must acknowledge the role of WVS in producing such material.

19. DEFAMATION

The Volunteer agrees not to defame

WVS, the Associated Charity or Team or Project Leader or any other member of the Project by any means, whether in print or verbally.

20. STATUS

Volunteer agrees and acknowledges that nothing in these standard terms and conditions or participation in the Project itself will create an employment relationship between Volunteer and WVS.