

Terms and Conditions

Introduction

This Client (Volunteer) Services Agreement (hereinafter referred to as 'VSA') is a legally binding contract which sets all of the terms and conditions between the volunteer (hereinafter referred to as 'client') and Volunteer & EcoTravel (hereinafter referred to as 'VET'). As a client, you are required to verify and affirm that you have read and thoroughly reviewed this VSA document and that you understand, accept and agree to be bound by all of its terms. The VSA is providing details regarding the payment method, receipt service and express consent of the client to all conditions specified in the confirmation of order. VET is directed by Master of Philosophy in Biological Sciences, Darja Ribarič and is operating as an equal co-project, within the Vivamar Society with the registration number 1172697000 and the VAT number 44782483, in the European Union. The client shall make no claim as to failure to read or disagree with the terms and conditions contained in the VSA prior to executing the order.

- VET orders volunteer program according to the details specified in the confirmation of the order. The volunteer programs are agreed with the projects/organizations that are verified and recognized as professional with the clear goal of the project and are reliable in accepting the volunteers. Each order is a request until the chosen organization grants their final approval thereof.
- VET handles the received orders fully professionally and provides the organizations with the relevant information regarding the order. It ensures that it complies with the details from the order. VET shall not be held liable for the unexpected failures that are not under its control, if such are experienced by the organization, since the services are offered under the sole liability of the organization unless VET knew, or had to know in advance, about that certain interruption. VET shall make every effort to help the client solve any query or irregularity related to the services/order.
- VET conducts the proposed services that are completely based upon the information received by its partner organizations. VET's 'lability for this information is limited to the fact that it authored in the aforesaid organizations and tetched to the client in full. VET shall not incur the cost of any damage caused as a result of using these services.
- VET may, at its foresight, reject or cancel the order or discontinue the participation of a client who might hinder or who interferes with the usual process of the program without having to provide the reason for its decision. All expenses shall be incurred by the client in such an event.
- Prior to registering for a program, the client is obliged to inform the VET about any mental or physical or any other condition that might limit or influence his participation in the program. The client is aware that the VET, when registering the client to a program without such a notice, meaning that the client is completely unlimited to take part in the program. Any interference or cost related as a result of the client's medical or mental or other condition shall be incurred by the client only.
- The client understands and warrants that he is a part of a volunteer program. Hence, he assures to conduct with patience and tolerance towards other participants. He warrants to cooperate and is following the instructions in the course of his relations to other participants, project and organization team members and towards others in general.



- The client commits to appear in scheduled hours of a program. If he does not do so he may be considered as if he waived his right to do so. If the client is prevented from attending a meeting for reasons that are beyond his control he ought to notify the VET or the organization that he is about to join soon.
- In the event of a special request made by a client, VET undertakes to deliver the request to the organization, yet it shall not be obliged to fulfil such a request until the client received in writing confirmation that the request can be fulfilled. When a special request included in the order is applicable to the essential requirements, VET shall query with the organization and shall notify the client ASAP about its fulfilment, prior to its final approval.
- **Damage liability**: VET is not liable for damages caused to the client as a result of accidents, diseases, falling, hospitalization, medical expenditures, luggage damage and failure to perform certain actions, inconvenience or any damage that may be caused to the client during the program. Interruptions that occur in a destination where services/organizations are not sufficiently developed, as well as any other element concerning force majeure, may have an adverse affect on the program and the client ought to take this into account.
- Some program areas might be also dangerous areas to a certain dagree or more exposed activities, like diving for example. A client that does not respect the rules and conducts with the instructions given by the project on-site management does so at his sole responsibility.
- With VSA it is hereby clarified that no refunds shall Le given for discontinuation of client program related to disease, injury or any similar reason. The client shall not make any claim, also monetary, that may derive from the services or in relation to it, against VET, or anyone acting on its behalf. The conditions set herein are binding and no one, including anyone acting on behalf of VET, is authorized to act in a manner different than the one specified herein.
- VET is not liable for the monetary losses or losses that are caused due to the programme changes, cancellations or are subject to the delays. These losses shall be covered by the client.
- Other clients in the program: there are a variety of people of different ages, backgrounds, believes taking part in the program. As a VET client you are acquainted that there might be differences in opinions.
- Accommodation and food: there are different accommodations available and vary between the volunteer projects. Some have western rooms with bathrooms, others have basic placements. Some might be organized with a local family. Majority of programs have meals prepared for the clients, however in certain projects clients need to prepare the meals for themselves.
- Passports and (tourist/entry) visas: the client is responsible to possess a passport, which should be valid for at least 6 months from the date of departure. The client should check that the names that align to the names in the passport and he has to specify whether he has double citizenship. Payment for (handling) fees, passport extension, charges for an issuance of the entry visas shall be executed independently from the VET. The client is hereby notified that in the event that he does not handle these matters he may not be able to enter (exit) the destination country and he bears full responsibility and costs regarding these issues.
- Insurance: after making the order with VET, the applicant has the duty to hold a comprehensive travel and health (accident) insurance, accident invalidity insurance, and the third party liability. The insurance should be obtained prior to departure and should start on the day of departure, throughout the whole period until the return.



- Please note that travel insurance is not included in any of the programs. To offer you a safe volunteer trip, VET offers you to arrange this with its team and cover both: Travel & Health insurance at the same time (see please above).
- VET has the agreement with <u>APRIL Assistance</u>, a renown International insurance services group, to give you a possibility of a comprehensive coverage policy for your volunteer international travel. Please ask a <u>VET customer service</u> to learn about the benefits and costs related to the full policy. Following your complete payment for the project you can choose to continue and make your insurance with the VET or you can arrange it by yourself. In case you want to arrange it with the VET you will be emailed an 'Insurance declaration form'. Once you have sent the filled out and have signed the form you will be prompted to pay the calculated amount for your insurance. In case you will choose the *diving volunteer option*, you will be additionally asked to send the copy of your valid medical check. As mentioned, on the other hand you are free to organize a comprehensive coverage policy by yourself. In this case please note that you will have to send the scanned full insurance policy <u>back to the VET team</u> to recheck that you are covered for this matter.
- In case of choosing a *diving volunteer program*, which represents a higher risk on activity, an additional fee incurs added to the basic Travel & Health insurance fee. A volunteer will communicate this with the <u>VET customer service</u>.
 - Travel Insurances must be issued at latest 7 days prior to departure.
- Travel Insurances are valid for the clients of colta 65 years of age. For those older they need to obtain a different insurance plan for an extra cost.
- When a Travel Insurance is done through the VET it is non-refundable under any circumstance of the total program fee, due to the VET's outside agreement.
- There is no insurance liability for illnesses and complaints known to the insured person at the time of conclusion of the contract, and their foreseeable (also illness) consequences, and accidents of the insured person treated within a period of six months prior to the conclusion of the contract.
- Medications, vaccinations and health: the client is obliged to notify the VET as to physical and/or mental limitations at deer any other limitation that may prevent or influence the execution of the arrangement (deal). The client is obliged to fully disclose information concerning this matter. The volunteer is responsible for medications that he takes and bringing them to the program according to his needs. The volunteer is responsible to arrange and receive the required vaccinations according to the instructions set by the Ministry of Health in his country for the country of destination.
- A pregnant woman is obliged to obtain a medical confirmation for approving that she is capable of flying, and in any event her inclusion in the flight is at the discretion of the airline and VET. A confirmation must be written in English.
- Force majeure, weather and other natural disturbances: VET is not liable towards the client related to cancellation or change in any time, caused as a result of force majeure like: fire, earthquake, landslide, volcanic eruption, floods, fog, clouds or other weather conditions, strikes, public peace disturbance, civil revolt, war, terrorism, military operations, invasions, rebellion, pandemics, disease, robbery, theft, boycott, arrests, technical malfunctions, or any similar events. VET is as well not responsible for all other circumstances that are beyond its control and that may cause any change or cancellation of the program.



- **Prices**: the client receives the price offer given to his order for the particular volunteer program. Order prices are based upon the rates of service of the VET, services abroad, ground services, taxes, incurred fees and foreign currency exchange as valid on the date of the order confirmation. The price for services is granted on the date when the order is final. In the event of services with no final approval and when the price changes (to be more expensive) at the service providers' request, the client is given an opportunity to cancel the order at no additional charge.
- Terms of payment: After agreeing with the Terms and Conditions, the deposit sum is required. The rest of the balance is due 30 days prior to departure or upon the balance deadline as specified in the confirmation email (e.g. in case of late bookings). The balance payment does not include any money transfer commissions which may incur through the approved payment methods. Costs for the transfer commissions and handling for the health & travel insurance will be approximately 40,000 UR.
- **Return of payment:** In case of the cancellation a return payment will be performed, in accordance with the below stated circumstances, except in case where all fees incurred were used for the transactions.
- **Cancellation**: The client may cancel the order in writing. In such an event refunds will be given in accordance with the cancellation policy written below.

Cancellation terms are as follows:

- A client may cancel the deal in writing within 7 days from the date of making the order or 7 days from the date of returning a full disclosure form (the later of the two). In such an event cancellation fee in the amount of 5% of the order will be charged;
- up to 60 days before departure client loses the right for the return of deposit sum;
- from 59 to 30 days before departure client loses 50% of the value of the order;
- 29 days before departure or in case of no-show client forfeits 100% of the order value.
- **Changes**: the client may change his order in writing according either for:
- the change in a volunteer project or
- change in a start date.

 Either of them may be made for a handling fee of 60,00EUR up to 60 days before the project commencement. After that, a change can only be made for an additional deposit fee (depending on the availability).
- The order (deal) is conditional depending on the final approval by the organizations. Following a notice (notifications) delivered by the organizations, VET may cancel the deal at all stages and return the payment to the client.
- VET is not liable for returning the amount paid for services that were not used by the client, given that the lapse to use the services is not under the authority of VET. VET reserves the right to set higher cancellation fees for certain services.
- In the event that material change in the program occurred and a relevant notice to the client prior to departure was delivered, the client has the right to cancel the order within 3 days (72 hours) from the notice being delivered, without paying any cancellation fees. The date of cancellation shall be considered as the date in which the written cancellation notice was received to the VET office. VET may cancel each program at its judgement for reasons that are beyond its control and may offer the client another program or return the amount paid.



- This Agreement (VSA), the performance thereof and all matters arising from and connected with this VSA, shall be governed by and construed, solely and exclusively, in accordance with the law of Slovenia, European Union. Any dispute, controversy or claim between the parties in connection with this VSA, irrespective of the place where the order is signed or where the client's place of residence is, shall be finally settled by a binding arbitration held in accordance with the rules of Slovenia. The provision of this VSA shall not preclude either party's right under Slovenian law to submit any dispute, controversy or claim arising in connection with this VSA, to preliminary relief proceedings at the competent court in Ljubljana, Slovenia, European Union.
- Prescription: the client agrees that 6 months from the date of the end of the program, he may not make any claims from VET whether by virtue of this VSA or whether in torts, pursuant to the provisions set forth in the Slovenian Law, European Union.

VET Privacy Policy

I, the volunteer candidate, undertake to pay to Volunteer & EcoTravel within <u>Viavamar Society</u> with the registration number 1172697000and VAT number 44789483, for the chosen volunteer program, as described on the website from VET: <u>www.volunteereco.org</u>, and in accordance with the terms and conditions specified above. I read the project offer, terms and conditions thoroughly, understand and agree with the state (conditions) specific d in that matter.