

TERMS AND CONDITIONS:

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

- 1.1.1 'you' and 'your' means the volunteer who applies for a volunteering project through us.
'we', 'us', 'our' and "Scrosoppi Sorgsentrum" means The St.Luigi Scrosoppi Sorgsentrum (Care Centre), A Public Welfare Organisation situated at 9 Wolfweg, Bridgton, 6623, Oudtshoorn, South Africa
- 1.1.2 'PARTIES' means 'you' (the volunteer who applies for a volunteering placement with us) and 'us' (means The Scrosoppi Sorgsentrum).
- 1.1.3 'placement' means the component where you will be volunteering at the Scrosoppi Sorgsentrum and in which you are placed, and
- 1.1.4 'organisation' means this Public Welfare Organisation and includes the directors, managers, employees, representatives and all other people within their control at the organisation.
- 1.1.5 'conditions' means these terms and conditions.

2 The service we provide

- A volunteer placement.
- Information about your placement.
- Accommodation for the full duration of your placement at our discretion.

3 Placements and Location

3.1 It is a condition of your booking that you will be providing volunteer services at The Scrosoppi Sorgsentrum and that you are prepared to be flexible in relation to your duties. 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.

4 Accommodation

- 4.1 Details of the accommodation that we provide are available on our web site.
- 4.2 Where included in your stay, in the unlikely event that accommodation is not available at The Scrosoppi Sorgsentrum, we will arrange alternative accommodation for you.
- 4.3 Any accommodation provided is intended for the use of the volunteer only; any visitors you may have during your stay, including family, are welcome at normal rates of establishment and if space is available. We can also help to arrange other suitable accommodation for them.

Where paid accommodation is concerned, if you choose to spend time away from such 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 (including your air fare) to George National Airport, and for your return journey at the end of your placement. We recommend that you wait until we confirm your placement before booking your flights - we will normally confirm placement availability within seven working days 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 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.

6 Expenses

6.1 You are responsible for your personal expenses during your placement.

7 Travel and Medical Insurance

7.1 It is compulsory for all clients to effect appropriate travel; and cancellation insurance before commencing a program. This insurance, which must be for the full duration of the program must cover cancellation, curtailment, medical, emergency travel and personal accident. 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.

7.2 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 for our records 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.

7.3 You are responsible for ensuring that the amount and type of cover is sufficient and appropriate for the nature and location of your placement.

7.4 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 including our liquidation or any other reason beyond our control.

8 Visas

8.1 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. 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.

8.2 In the event that your placement has to be cancelled or significantly curtailed due to the immigration authorities not accepting your visa as adequate in the circumstances set out above, you are not entitled to any refund of any expenses you have incurred or payments you may have made to us, as we have clearly explained the risks to you in these conditions making it clear that you are responsible for making an informed decision.

9 Problems during your Placement

9.1 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).

9.2 We will take all reasonable steps to arrange a safe placement with a consistent level of work throughout. You are responsible for taking every day common sense steps as an independent traveller to protect your safety on a day-to-day basis.

10 Your Obligations

10.1 You must comply with any reasonable request by your placement, accommodation establishment or The Scrosoppi Sorgsentrum. 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.

10.2 You must not enter into any direct negotiations or contractual arrangement for employment during your placement.

10.3 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).

10.4 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).

10.5 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.

10.6 You must comply with the dress code and level of personal cleanliness that is required on your project.

10.7 You agree to carry out the duties assigned to you at your placement for up to 5 days per week including some weekends and unusual hours if required.

11 Travel Documentation

11.1 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. You must also have an appropriate visa (if required) – see condition 8.

12 Inoculations and Medical Advice

12.1 It is your responsibility to ensure that you have taken appropriate medical advice from your doctor in respect of the area in which you will be doing your placement, and that you have received all the appropriate inoculations and treatment in respect of that area the appropriate period before arrival. In addition, you must bring with you any necessary or recommended medication or medical equipment (such as malaria tablets).

13 End of Agreement

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

13.1.1 We find that you are not fulfilling your obligations;

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

13.1.3 You have continually refused to carry out the reasonable requests of your placement, [accommodation establishment \(if applicable\)](#);

13.1.4 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 into disrepute or to otherwise cause any of us significant difficulties;

13.1.5 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.

13.2. In the event of termination you will be required to leave our premises and vacate your accommodation immediately. Failure to do so will result in appropriate legal action being taken against you.

13.3 In the event of termination in any of the circumstances referred to in clauses 13.1.1 through to 13.1.5 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 eventual payments you have made.

13.4 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 you once you have left your placement; 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 give you any refund of any payments you may have made.

14 Claims and Complaints

Any complaint that the client has against The Scrosoppi Sorgsentrum or its projects must firstly be taken up with the program leaders, in order that the program leader is given an opportunity to remedy the problem. If the client has any further complaint this must be lodged in writing to The Diocese of Oudtshoorn, P.O. Box 97, 6620, Oudtshoorn within 7 Days. If these procedures are not followed, then The Scrosoppi Sorgsentrum will not be held liable at all.

15 General

15.1 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 misstatement, or where we are not allowed to exclude or limit our liability by law.

15.2 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.

15.3 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.

15.4 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.

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

15.6 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.

15.7 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.

15.8 The Volunteer acknowledges that he/she has entered into this Agreement after making an independent investigation and that The Scrosoppi Sorgsentrum 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.

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