

## Pod Volunteer Terms & Conditions

### 1. Agreement for Pod Volunteer Programme

These Conditions will form the basis of your agreement with Personal Overseas Development Ltd, whose registered office is 5 Noverton Lane, Cheltenham GL52 5BA, United Kingdom ('Pod Volunteer', 'Pod', 'We', 'Us'). They apply only to arrangements which you book with us in the UK and which we agree to make, provide or perform as applicable as part of our agreement with you. This may include voluntary work, training, other activities, accommodation and food, details of which are contained in Pod Volunteer's website, documents, emails and guides. References in these Conditions to 'arrangements' and 'Programme' mean such arrangements.

'Partners' means charities, other organisations or individuals working in conjunction with Pod Volunteer. They will be primarily responsible for co-ordinating the day-to-day nature of most of your activities whilst on the Programme.

'You' and 'your' means you / your organisation / all members of your party / all members of your family / any under 18 year olds you are responsible for that will be undertaking the Programme. 'Group' means when your party consists of 6 or more members undertaking the Programme together.

### 2. Your contract

By making your first payment to Pod Volunteer you agree to be bound by these Conditions. A binding agreement will come into existence between us at this point.

We both agree that English Law will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description which arises between us must be dealt with by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

### 3. Confirmation and payment to Pod Volunteer

Once you have been accepted by Pod Volunteer, in order to book your place, you must pay a deposit or full payment.

The balance of the cost of your arrangements is due:

- a. If between 3-8 weeks until your start date; within 2 working days of your arrangements being confirmed, unless this timescale is varied by Pod or by prior agreement with you
- b. If more than 8 weeks until your start date; by 8 weeks / 16 weeks for Groups prior to your start date, unless this timescale is varied by Pod or by prior agreement with you

If we do not receive the balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 5 below will become payable.

We reserve the right to make changes to and correct errors in advertised and quoted prices at any time before your arrangements are confirmed.

### 4. Donations to the Pod Charity

In addition to Pod Volunteer, a separate registered charity exists to provide financial support to the projects Pod Volunteer sends volunteers to. Personal Overseas Development (Pod) Charity is a registered charity in England and Wales (1139629). Any payments / fundraising / donations to the Pod Charity are charitable donations which cannot be used towards the cost of your Programme and are entirely non-refundable.

## 5. Changes and Cancellation by you

Should you wish to make any changes to your confirmed arrangements you must notify us by email as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of up to £100 per person per Project per change may be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers.

Should you need to cancel your arrangements once they have been confirmed, you must immediately advise us by email. Your notice of cancellation will only be effective when it is received by email. As we incur costs from the time we confirm your arrangements, the following cancellation charges will be payable.

<b>Period before start date within which notification of cancellation is received by us</b>	<b>Cancellation charge per person per Project</b>
16 weeks or more	£200
8-16 weeks	£200 Or 50% of the price for Groups
Less than 8 weeks	100% of the price
Any date after the scheduled start date	100% of the price

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

Due to the booking process and preparation required before departing on the Programme, it is not possible to transfer your Programme to another person.

If you do not arrive within 24 hours of your scheduled start date, this will be deemed as you cancelling the Programme unless you have notified us and have our agreement.

If you reduce the duration of your Programme after arrival and / or depart earlier than your scheduled departure date, you are not eligible for any refund of the unused proportion of your Programme.

## 6. Changes and Cancellation by us

We start planning the Programmes we offer many months in advance. Pod Volunteer will endeavour to ensure that the Programme as advertised will be adhered to as closely as possible. However, in certain circumstances changes may need to be made for reasons which may include: the requirements of the local community and our Partners; your own safety and wellbeing; the safety and wellbeing of other people; advice issued by the Foreign, Commonwealth & Development Office (FCDO); and other unavoidable factors. You agree to accept the fluid and unpredictable nature of day-to-day life in the countries where Pod Volunteer operates and recognise that you may need to be flexible as regards your expectations while on the Programme.

Occasionally, we have to make changes to and correct errors in Programme details both before and after arrangements have been confirmed or cancel confirmed arrangements. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

Most changes are minor. A minor change is any change which we do not expect to have a significant effect on your Programme, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as a travel organiser.

In the unlikely event that one or more programmed activities cannot be provided at the expected time, or at all, during the course of the Programme, Pod Volunteer or their Partners will endeavour to re-schedule the activity or arrange a suitable alternative. In the unlikely event that a suitable alternative cannot be provided you will be informed as soon as is reasonably practicable and will be entitled to a partial refund to reflect the value of the activity.

Occasionally, we have to make a significant change. A significant change is a change which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a travel organiser, we expect to have a major effect on your Programme. Significant changes are likely to include

the following changes: (i) the Programme start or end dates change by more than 14 days either way; (ii) we can no longer offer you a Programme in the chosen Country; (iii) we can no longer offer you a Programme with the specified Partner.

If we have to make a significant change or cancellation, we will tell you as soon as possible. If there is time to do so, we will offer you the choice of the following options:

- a. Accepting the changed arrangements.
- b. Switching to an alternative Programme from us (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference).
- c. Cancelling or accepting the cancellation in which case you will receive a full refund of all monies you have paid to us.

The above options will not be available if we cancel as a result of your failure to comply with any requirement of these conditions entitling us to cancel (such as paying on time) or if the change made is a minor one.

## **7. Force Majeure**

We regret we cannot accept liability, pay any compensation or meet any costs or expenses you incur where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, pandemics, epidemics, diseases and all similar events outside our control.

## **8. Our Liability to you**

1. We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under The Package Travel and Linked Travel Arrangements Regulations 2018, as set out below. Subject to these booking conditions, if we or our suppliers perform or arrange your contracted arrangements negligently, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your Programme), we will pay you reasonable compensation. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
2. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - a. The act(s) and/or omission(s) of the person(s) affected;
  - b. The act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - c. Unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
  - d. An event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
3. We limit the amount of compensation we may have to pay you if we are found liable under this clause:
  - a. *Loss of and/or damage to any luggage or personal possessions and money*  
The maximum amount we will have to pay you in respect of these claims is a sum equal to the excess on your travel insurance policy in total because you are assumed to have adequate insurance in place to cover any losses of this kind.
  - b. *Claims not falling under (a) above or involving injury, illness or death*  
The maximum amount we will have to pay you in respect of these claims is twice the price paid to us by or on behalf of the person(s) affected in total. This maximum amount will only be payable where you or your party has not received any benefit at all from the Programme.

- c. *Claims in respect of international travel by air, sea and rail, or any stay in a hotel*
- i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
  - ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
  - iii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.
4. It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
  5. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
  6. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or any business losses.
  7. We will not accept responsibility for services or facilities which do not form part of our agreement. For example flights, any additional tour you book, or any service or facility which your hotel or any other supplier agrees to provide for you.

## **9. Medical Conditions**

Volunteers must be in good physical and mental health and may be required to complete a medical questionnaire and supply us with a medical reference.

If you have any medical condition, disability or reduced mobility which may affect your ability or fitness to participate in the Programme or any of the activities which form part of it, you must give us full details in your booking form / by email at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not accept the booking or, if full details are not given at the time of booking, we reserve the right to cancel when we become aware of these details.

If there is any change after the time of your booking which may affect your ability or fitness to participate in the Programme or any of the activities which form part of it, you must inform us by email. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned due to the change, we reserve the right to treat your booking as cancelled by you, in which case the cancellation charges set out in clause 5 above will become payable, or, if full details are not given, cancel when we become aware of these details.

## **10. Criminal record checks**

A criminal record check may be required for your Programme. If we do not receive this by your Programme start date you will be unable to volunteer and we reserve the right to treat your booking as cancelled by you, in which case the cancellation charges set out in clause 5 above will become payable.

## **11. Travel requirements, travel health and flights**

Travel information (including passport, visas, entry requirements) provided by Pod Volunteer is for guidance purposes only and it is your responsibility to check travel requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel as well as for the return to your home country.

Health information provided by Pod Volunteer is based on UK National Health Service information and we are not able to provide medical advice. You should arrange a visit to your doctor / travel clinic to receive the latest health advice and it is your responsibility to ensure that you have all appropriate vaccinations, tests, medication and documentation. Please note that if you do not have the recommended vaccinations it may invalidate any related medical claim through your travel insurance.

It is your responsibility to arrange and ensure that you have met all travel requirements, are in possession of all necessary documentation and that your flights meet the arrival and departure requirements of the Programme.

We regret we cannot accept any liability if you are refused entry onto any transport, into any country, if you are not issued with an appropriate visa or if you are placed under any other restrictions, due to failure on your part to meet the requirements or due to any reason beyond our control.

We regret we cannot accept any liability for any additional costs incurred if you do not meet the requirements. If failure to meet the requirements results in additional costs, fines, surcharges or other financial penalty being imposed on us or our Partners, you will be responsible for reimbursing us / them accordingly.

## **12. Travel Insurance**

The Programme does not include travel insurance. We require that you have travel insurance that at a minimum includes cover for:

- Medical expenses, repatriation, cancellation & curtailment (including as a result of COVID-19)
- Volunteering and all activities included in the Programme
- Any activities you may do in addition to the Programme

Please read your policy details carefully and take them with you when you travel. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

## **13. COVID-19 (or similar pandemics or epidemics)**

I understand and accept that:

- By travelling, there is a higher risk of transmission / infection;
- Some elements of the Programme, services and amenities previously described as being available may not be available and may be not be known in advance;
- There is a prospect that I may need to be quarantined while away / on return and/or I may need to change my return travel dates should there be a change in the situation;

Despite the risks and implications, I still wish to undertake the Programme with Pod Volunteer.

You will be responsible for any additional expenses incurred if your trip is affected upon or after arrival by testing positive for COVID-19. If you are required to self-isolate or quarantine, this time will be forfeited from your Programme.

You should ensure that your travel insurance covers you for any losses or additional costs you may incur as a result of COVID-19.

## **14. Free time and independent activities**

The Programme is designed for you to be independent and there will be periods of free time during the Programme when you are not volunteering and may be away from the Project site, including non-working

periods during the day and days off. These periods are outside the jurisdiction of Pod Volunteer and, due to the unspecified nature of free time, have not been risk assessed.

We may provide you with information about activities in the area you are visiting. Where we have not agreed to arrange, provide or perform these activities or excursions as part of our agreement with you, subject to these conditions, we do not accept any responsibility for them even where we suggest or recommend a particular operator or supplier and/or assist you in any way in booking such activities or excursions.

## **15. Conduct during the Programme**

During the Programme including any training, you agree to respect the decisions and authority of Pod Volunteer's Partners and staff in all matters pertaining to the Programme, health and safety, and the local population, and agree to follow the Volunteer code of Conduct set out below.

### ***Volunteer Code of Conduct***

#### **DO**

- Treat everyone with respect regardless of gender, ethnicity, disability, sexuality or religious beliefs
- Look after yourself and others
- Fulfil the expected volunteer role including duties, working days and working times
- Follow rules and all reasonable instructions at the project and from support staff
- Follow local laws and respect local customs
- Follow Pod Volunteer's Child and Vulnerable Adult Protection Policy, where applicable
- Bring any concerns or issues to the attention of the local team / Pod Volunteer UK office as soon as possible

#### **DON'T**

- Put yourself or others at risk
- Do anything that could cause harm to people, animals, property or the environment
- Behave in any way that is inappropriate, illegal or could jeopardise the work of Pod Volunteer and its Partner projects
- Be absent without prior communication
- Discriminate in any way
- Display any form of aggression or abuse to others
- Have any inappropriate physical, verbal, electronic or online contact with others

If you significantly break this agreement and/or Volunteer Code of Conduct or you persistently behave in a manner which is, in the view of Pod Volunteer or their Partners, incompatible with the spirit of the Programme, Pod Volunteer and/or their Partners retain the right to terminate the Programme without further notice. You are not eligible for any refund of monies you have paid to Pod Volunteer in this situation.

If the Programme is terminated as a result of your conduct, you are responsible for making and paying for any additional travel arrangements to leave the Programme early.

## **16. Damage, loss and additional costs during the Programme**

You will be responsible for making full payment for any damage or loss caused by you during the Programme including the accommodation you stay in, its contents and any property you are provided with for the use of the Programme.

If you require medical treatment during the Programme, you agree to pay for any additional costs incurred as a result of helping you to arrange or obtain medical treatment.

Payment of any additional costs incurred must be paid directly at the time to Pod Volunteer / our Partner / the service supplier concerned, failing which you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

## **17. Medical consent during the Programme**

You agree that staff of Pod Volunteer or its Partners may give consent for medical treatment on your behalf where you are unable to give consent yourself.

## 18. Contacting your next of kin

We reserve the right to contact your next of kin (where these details have been provided to us) if we deem it necessary.

## 19. Feedback, Problems and Complaints Procedure

Your feedback is very important to us and we welcome feedback at any stage of the Programme.

If you have a problem during the Programme, you must inform the project staff / local representative immediately and they will try to resolve the issue. Any verbal notification must be confirmed by email as soon as possible. If your complaint cannot be resolved locally, you must contact the Pod Volunteer UK office using the contact information on your Pod Volunteer Travel Document (this will be emailed to you prior to your start date) and we will provide assistance.

In the unlikely event that the issue cannot be resolved, you must email us within 28 days of the date you finish your Programme and we will investigate the complaint and send you a response by email. We will not accept liability for any complaints or claims (which do not involve death, personal injury or illness), if you fail to notify us of the complaint allowing us the opportunity to investigate and resolve the problem, in accordance with this clause.

If we are unable to resolve a complaint to your satisfaction, you can notify us that you wish to be referred to the Year Out Group Independent Dispute Settlement service (subject to its conditions).

**Please note:** Failure to follow the procedure set out in this clause may reduce or extinguish any right which you may have to a refund / compensation.

## 20. Financial Protection: ABTOT

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Personal Overseas Development Ltd t/a Pod Volunteer (Member 5319), and in the event of their insolvency, protection is provided for:

- Non-flight packages

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Personal Overseas Development Ltd t/a Pod Volunteer.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here:  
<https://www.legislation.gov.uk/ukSI/2018/634/contents/made>

## 21. Privacy and Data Protection

In providing our service to you, we need to collect personal information from you and we use this to complete your booking with us, manage the arrangements for your Programme and communicate with you generally.

To arrange your Programme, we will need to share some of your information with our Partners and suppliers who are the providers of the services making up your arrangements.

We would also like to store and use your personal details for future marketing purposes. If you have consented to receive marketing, we will only use your name and email address for marketing purposes. You can opt out of receiving further information from us at any time.

You have the right to request a copy of the information that we hold about you. We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

For our full Privacy and Cookies Policy please see - [www.podvolunteer.org/privacy](http://www.podvolunteer.org/privacy)



## **DECLARATION**

I have read and understood the contents of this agreement and agree to be bound by them.

I have read the relevant project page(s) on the Pod Volunteer website and all information supplied to me and understand the proposed Programme.

I accept that due to the fluid nature of life in the countries in which Pod Volunteer operates, the Programme may differ from that advertised but that Pod Volunteer and their Partners will provide a Programme that remains within the spirit of that advertised.

I understand that life in countries in which Pod Volunteer operates contains many different challenges and risks.

I agree to follow the Volunteer Code of Conduct.

I confirm that I am not travelling against the advice of a medical expert or practitioner.

I accept that if I significantly break this agreement or persistently behave in such a way as is, in the view of Pod Volunteer or their Partners, inconsistent with the spirit of the Programme, Pod Volunteer and/or their Partners retain the right to terminate the Programme.

### **Note**

You are not required to sign this agreement. By making your first payment (this may be a payment made by you or someone else on your behalf) to Pod Volunteer you confirm that you agree to be bound by these Conditions.