

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 3 Crescent Terrace, Cheltenham GL50 3PE, 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 promotional material, website, acceptance letter / email and information booklet / volunteering guide. References in these Conditions to 'arrangements' and 'Programme' mean such arrangements. A 'Programme' may consist of one or more 'Projects' as advertised on the Pod Volunteer website.

'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 your organisation and all members of your group that will be undertaking the Programme.

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. Roles and responsibilities - BS 8848

BS 8848:2014 provides a specification for organising and managing visits, fieldwork, expeditions and adventurous activities outside the UK. We use this specification as the basis for planning and managing the Programme with groups.

Using BS 8848 terms and definitions, you are the 'Venture Provider' and Pod Volunteer is a 'Third Party Provider', a provider of one or more contracted services to the Venture Provider.

A 'Venture' is defined as an 'undertaking involving travel to a location away from a participant's usual area of residence and experience, comprising one or more activities taking place over one or more days to meet a pre-defined purpose' (BS 8848:2014).

As Venture Provider, you are accountable for all elements of the venture, whether delivered by the venture provider or outsourced to a third party.

You are responsible for:

- Purpose and planning of the venture including: permissions, finance; continuity, contingency, incident and emergency planning, communication, insurance
- Health and Safety: safety policy, risk assessment and management system, risk management
- People: identification of competencies required of leaders and other members of the group, selection of the leader, leadership team and support personnel, recruitment and selection of members of the group, stakeholder management, supervision and staffing ratios, induction and training, information to participants, legal framework and contracts
- Child protection for any members of the group who are under 18 years of age
- Other elements of the venture including: third party providers, travel, accommodation, activities, equipment

Pod Volunteer complies with the clauses of BS 8848 that apply to the Programme.

Please refer to BS 8848:2014 for further details and guidance.

4. Leadership requirements

In addition to your own leadership requirements, Pod Volunteer requires that at a minimum the following leader numbers and ratio is adhered to.

Age of group members	Minimum number of adult leaders	Minimum ratio leader:group
Under 18	2	1:10
Over 18	1	N/A

5. Confirmation and payment to Pod Volunteer

Once you have been accepted by Pod Volunteer, in order to confirm your chosen arrangements, you must pay a deposit of at least £200 per person per Project, or full payment if booking within 8 weeks of your start date.

The balance of the cost of your arrangements (including any surcharge where applicable) is due not less than 8 weeks prior to your start date. If we do not receive this 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 9 below will become payable.

6. Prices

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

Prices will be adjusted accordingly if the number of group members changes.

7. 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.

8. Changes by you

Should you wish to make any changes to your confirmed arrangements you must notify us in writing / 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 £125 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.

A maximum of 1 Project change and 2 date changes are permitted.

9. Cancellation by you

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

Period before start date within which notification of cancellation is received by us	Cancellation charge per person per Project
16 weeks or more	£200
8-16 weeks	50% of price
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 application 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.

10. Travel Insurance

The Programme does not include travel insurance. We require that you have travel insurance that a minimum includes medical treatment, emergency assistance and repatriation cover. It should also cover you for all activities included in the Programme or that you may choose to do independently.

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.

11. 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 and Commonwealth Office (FCO); 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 and quick 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.

12. 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 and all similar events outside our control.

13. 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, Package Holidays and Package Tours Regulations 1992 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.

14. Medical Conditions

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

If you have any medical condition or disability 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 application / by email at the time of application. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not accept the application or, if full details are not given at the time of application, we reserve the right to cancel when we become aware of these details.

If there is any change to your health after the time of your application 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 9 above will become payable, or, if full details are not given, cancel when we become aware of these details.

15. References and criminal record checks

References and a criminal record check may be required for your Programme. If we do not receive these 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 9 above will become payable.

16. Passports, visas, flights and health requirements

Passport and visa information provided by Pod Volunteer is for guidance purposes only and it is your responsibility to check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

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 arrange vaccinations and it is your responsibility to ensure that you have all appropriate vaccinations and medication. You should do this in good time before your departure. 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 are in possession of all necessary travel and health documents before departure. We regret we cannot accept any liability if you are refused entry onto any transport, into any country or if you are not issued with an appropriate visa, due to failure on your part to arrange or carry correct documentation or due to any reason beyond our control.

It is your responsibility to ensure that your flights meet the arrival and departure requirements of the Programme. We regret we cannot accept any liability for any additional costs incurred if your flights do not meet these requirements.

If failure to have any necessary documentation or appropriate flights 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.

17. 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, which may include evenings and days off. These periods are outside the jurisdiction of Pod Volunteer and, due to the unspecified nature of free time, have not been fully 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.

You should make sure you have adequate travel insurance cover for any activities you may do in addition to the Programme.

18. 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.

19. Damage or loss 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.

20. Medical treatment and consent during 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.

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.

21. Payment of any additional costs incurred

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.

22. 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.

23. Feedback, Problems and Complaints Procedure

Your feedback is very important to us and we welcome feedback at any stage of the Programme. At the end of the Programme we will ask you to complete an online feedback survey.

If you have a problem during the Programme, you must inform the project staff / Pod Volunteer local representative immediately and they will try to resolve the issue. Any verbal notification must be confirmed in writing 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 can not be resolved, you must email us at the email address on the first page of this agreement within 28 days of the date you finish your Programme and we will investigate the complaint and send you a response in writing / 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.

24. Financial Protection: ABTOT

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under the Package Travel, Package Holidays and Package Tours Regulations 1992 for Personal Overseas Development Ltd t/a Pod Volunteer, and in the event of their insolvency, protection is provided for the following:

1. Non-flight packages commencing in and returning to the UK;
2. Non-flight packages commencing and returning to a country other than the UK; and
3. Flight inclusive packages that commence outside of the UK, which are sold to customers outside of the UK.

1, 2 and 3 provides for a refund in the event you have not yet travelled. 1 and 3 provides for repatriation. 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.

25. Data Protection

For the purposes of the Data Protection Act 1998, Pod Volunteer is a data controller. In order to process your booking, we need to collect certain personal details from you and we need to pass on your personal details to our Partners and suppliers who need to know them in order to provide your Programme. We may also pass your details (contact details only) onto other volunteers joining the same Programme as you, unless you have informed us that you do not wish us to do so.

We would also like to store and use your personal details for future marketing purposes (for example, emailing you our newsletter). All details you give us in connection with your booking will be kept but we will use only names and contact details for marketing purposes unless you have indicated that you do not wish us to do so.

Occasionally we hire other companies to provide services on our behalf, for example mailing information to our customers. We only provide those companies with the personal details relating to our clients which they require in order to deliver the service. They are prohibited from using that information for any other purpose. We will ensure that anyone to whom we pass your details for this reason agrees to treat it with the same level of protection we are obliged to provide.

We may need to disclose our customer database, including any personal data relating to you contained therein, to a third party who acquires or attempts to acquire all or substantially all of the assets or stocks in our company or our website service whether by merger, acquisition, reorganisation or otherwise.

If you do not want us to do any or all of these things, please let us know as soon as possible.

Except where expressly permitted by the Data Protection Act, we will only deal with the personal details you give us as set out above unless you agree otherwise. We have appropriate security measures in place to protect this information.

You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request. In certain limited circumstances we are entitled to refuse your request.

This Data Protection statement covers websites and processes owned and controlled by Pod Volunteer only. Links to other websites and any information collected by these sites or other organisations are not covered by this statement.

For further information please see our Privacy and Cookies Policy - www.podvolunteer.org/privacy

SPECIAL NOTE

Whilst we do all that we can to minimise the risks that are within our control, it is central to our philosophy that some of the risks encountered whilst travelling, in part contribute to the adventure and learning experience to be had.

It must be recognised however that, by definition, where there is risk, serious accidents sometimes can and do happen. This must be understood and accepted by volunteers and their families.

While there are undoubted risks in travelling and living abroad it is important to recognise that these can generally be minimised by simple and sensible behaviours. The majority of people living, working and travelling in the countries in which Pod Volunteer works have a healthy, enjoyable and trouble-free stay.

DECLARATION

I am authorised to act on behalf of my organisation.

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

I have read all Pod Volunteer documentation 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 that all members of the group will follow the Volunteer Code of Conduct.

I confirm that no members of the group are travelling against the advice of a medical expert or practitioner.

I accept that if any members of the group 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.

Signature

Print name

Organisation name

Position

Date

Signature

Print name

Organisation name

Position

Date

Please sign and return to Pod Volunteer, 3 Crescent Terrace, Cheltenham GL50 3PE