

VEERAYATAN VOLUNTEER PROGRAM TERMS AND CONDITIONS

1 Words and Their Meanings

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

'you' and 'your' means the volunteer who has entered into this contract by signing this form.

'we', 'us', 'our' and 'Veerayatan' includes Veerayatan anywhere in the world including but not limited to Veerayatan, India, Veerayatan International Incorporated, USA and Veerayatan, U.K, its administration, trustees, executives, volunteers, members, agents, employees and representatives, and the Veerayatan Volunteer Program.

'VVP' means the Veerayatan Volunteer Program.

'home country' refers to the country of your residence.

'placement' means the voluntary work at the Veerayatan school, institution, organization or conservation project where you will be volunteering or working overseas and in which you are placed.

'coordinator' refers the VVP US and/or UK coordinator, or the VVP coordinators located on the site of the placement.

'organization' includes the Directors, Managers, Administrators, Teachers, Full-time volunteers, employees, representatives and such other people within their control at the school, institution, organization or conservation project offering your placement.

2 What These Conditions Cover

2.1 This contract applies to all applications made by you with us for a placement, after you have signed this form, except where we specifically change any part of it in writing and notify you, but we may only do this up to the date of final written confirmation of your placement.

2.2 Please read this document carefully as this contract is provided for your protection as well as ours. We set out in this contract the basis on which we will arrange a placement for you and our mutual obligations. By signing this document you agree to be bound by its terms. If you are uncertain as to your rights under this contract, or you would like an explanation of any part of it, please contact us. You can also obtain your own legal advice on them, should you wish to do so.

3 Placement and Location

3.1 It is a condition of your booking with us that you are prepared to be flexible in relation to the location and to your placement within the country of your choice. We will try to place you in the placement requested on your application form, however, where it is not available, we reserve the right to find a suitable alternative. If you are not happy with the alternative placement(s) offered, you do not have to accept the placement.

3.2 If your placement involves work with children or vulnerable people, we will carry out a check on you with the Criminal Records Bureau of your country. If such a check reveals that you are not suitable for placement, we will inform you and shall not proceed further with your placement.

3.3 In certain circumstances it may be necessary to move you from one placement to another, for example where the site of the placement decides they no longer need you and/or feel you would be more productive in another placement.

3.4 Very occasionally the situation set out in Condition 3.3 may arise before you even depart from your home country. In such circumstances, in consultation with you, we will endeavor to find you an alternative in the same country. If we cannot offer you an alternative placement in the same country, you do not have to accept the alternative placement.

4 Accommodation

4.1 Details of what accommodation is provided as part of each placement are set out in a Veerayatan brochure or on the Veerayatan website.

4.2 Any accommodation provided as part of a placement is intended for the use of the volunteer only; any visitors you may have during your stay, including family, are not allowed to use it.

4.3 In placement accommodation, your sleeping arrangements may be private or shared, and in most cases, you will be required to share a bathroom and toilet facilities.

4.4 Due to the countries that the placements are located in, it is important for you to realize that bathroom and toilet facilities and standards of hygiene will meet with local standards and will usually be relatively lower than Western standards.

4.5 You should understand that standards of modesty may be different in the country of your placement than the cultural norms of your home country. We ask that you respect local standards during the time of your placement.

5 Food

5.1 Details of what meals are provided as part of each placement are set out in the brochure and on the website. Veerayatan will provide you with at least three standard vegetarian meals a day throughout your placement, which will be of a suitable quality or quantity by local standards. In some cases you may want to supplement the meals provided with food that you buy yourself, particularly if you prefer a western diet, and may want to bring some extra finances to cover this.

5.2 Where meals are provided to you as part of the placement we will inform the organization responsible for your placement of any special dietary requirements which you let us know about.

6 Travel

6.1 You are responsible for arranging and paying for your own travel (including your air fare) to the airport closest to your placement, and for your return journey at the end of your placement.

7 Expenses

7.1 You are responsible for all of your personal expenses during your placement. We can obtain details of likely costs from the local Coordinator for you if you ask us to do so before you travel. If you breach the terms of your visa by doing paid work which is not permitted, your placement could be cut short and you could be ejected from the country or even risk a fine or imprisonment abroad. For this reason we would recommend strongly against accepting any such payments unless you are sure that your visa covers you, and you do so entirely at your own risk.

8 Collection from the Airport, Train Station, Bus Station

8.1 If you inform us at least 24 hours prior to your arrival, we can request for you to be collected by a representative of the organization responsible for your placement from the airport, train station or bus station closest to your placement and taken to your placement. This service will be offered free of charge.

8.2 Where we have requested for you to be collected from the airport, train or bus station, we cannot absolutely guarantee that they will arrive on time or in very rare occasions at all as we are not in control of those representatives and circumstances may occur that are beyond their control due to the nature of the infrastructure of the country you are visiting, such as vehicles breaking down, problems with transport and roads, extreme weather and so on.

8.3 If the representative has not arrived to collect you from the airport, train or bus station within and hour of the time you were due to be collected it is your responsibility to arrange your own transport to your placement. However, if you send us copies of receipts and other travel documents, we will refund your reasonable travel costs incurred in traveling from the airport, train or bus station to your placement.

9 Travel and Health Insurance

9.1 You are required to be covered by your own health insurance during the period of your placement. You are responsible for ensuring that the amount and type of coverage is sufficient for the nature and location of your placement. You must provide us with a copy of your certificate of insurance at least 14 days before your arrival in the country of your placement by sending the Proof of Health Insurance form along with supporting documents to the VVP coordinator in your region.

9.2 You should ensure that your insurance policy during the period of your placement will cover at least the following: general illness and injury; illnesses or injuries sustained while working at your placement; the cost of medical transportation, including emergency evacuation from the country of your placement to your home; and legal liability that you may incur as a result of your negligence. You may also wish to consider obtaining insurance coverage for the following circumstances, for which Veerayatan assumes no responsibility: cancelled flights, cancellation of your placement, lost baggage, kidnapping, and other travel-related issues. Veerayatan recommends that you consult with an insurance professional to decide upon the appropriate coverage. Veerayatan's recommendations regarding the insurance coverage are offered only as guidelines. Veerayatan's failure to anticipate and list every situation for which you may benefit

from having insurance coverage does not create implied responsibilities on the part of Veerayatan.

10 Visas

10.1 We will provide you with information to assist you in obtaining visas to allow you entry into the country of your placement; but the responsibility for obtaining an appropriate visa rests with you.

10.2 Many countries do not have visas specifically for volunteers. Work permits are often very difficult or impossible to obtain, particularly for the following countries: Australia, Bolivia, Costa Rica, Ecuador, Ghana, Guatemala, Honduras, India, Nepal, South Africa. Accordingly many of our volunteers choose to enter the country of their placement on a tourist visa. Technically you may not be permitted to work in that country on a tourist visa, but it may be the only way that you are allowed into the country. Many countries are tolerant of volunteers who are present on tourist visas, and at the date of printing of this contract in [December 2002] none of our volunteers had encountered any problems. However, there is no guarantee that this will remain the position in any particular country, and you should be aware that there is a risk that you could have problems with local immigration authorities, particularly if you are offered and accept any form of payment for your volunteered activities. This could also affect your insurance coverage. If you are not comfortable with this position and are not prepared to accept the associated risks, you should choose a placement in a country where volunteer visas or work permits are available, and we can provide you with more information on those countries at any point in time.

10.3 You are entirely responsible for ensuring that you have obtained a visa which is appropriate for you in the circumstances explained above, and for the costs of obtaining such a visa.

10.4 In the event that your placement has to be cancelled due to the immigration authorities not accepting your visa as adequate we will try to find a placement for you in an alternative country.

11 Our obligations to you

11.1 We will arrange a local contact for your placement. You are responsible for trying to sort out any problems that may arise during your placement. However, in the event that you experience any difficulties, this person will be available and may be able to assist you with problems which may arise during your placement. He/she may also be able to provide practical help should you need to return to your home country before completion of your placement as a result of illness or another related personal reason. Please be aware that you are financially responsible for the costs of this, either under your insurance policy or otherwise.

11.2 The local contact may either be a coordinator working on our behalf or an employee of the organization responsible for your placement.

11.3 It is important to remember that your local contact will be available at limited times only and will be able to provide limited support. The nature of your placement is that you are able to show a high level of independence and initiative in dealing with problems yourself as they arise.

11.4 We will take all reasonable steps to arrange a safe placement with a consistent level of work throughout, but as we do not have direct control over your placement we cannot guarantee your level of work, and you are responsible for taking every day common sense steps as an independent traveler to protect your safety on a day to day basis.

12 Your obligations to us

12.1 You must comply with any reasonable request by your placement. 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. (You are responsible for any reasonable travel costs incurred in doing this).

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

12.3 You will take care of and be responsible for any materials provided for your use by your placement. You are responsible for any damage or loss caused to such materials that you have caused.

12.4 You are responsible for any damage to your accommodation caused by you or any guests at your accommodation with your permission.

12.5 You may not use any of the facilities at your placement (for example, a school's swimming pool or sports facilities) without the consent of the placement.

12.6 You will dress appropriately for interviews and work. You will behave appropriately in accordance with locally accepted behavior and custom during your placement. We do not accept responsibility for failure to secure work or dismissal from such work due to inappropriate dress or behavior.

12.7 You will defend and indemnify us against all claims or legal actions arising in any way from your conduct at any time during the period of your placement, whether or not the allegations concerning your conduct relate to your volunteer work or whether they are ultimately proven.

13 Travel Documentation

13.1 It is your responsibility to ensure that you have a full and valid passport that will remain valid for the duration of your placement.

14 Inoculations & Medical Advice

14.1 It is your responsibility to ensure that you have taken appropriate medical advice from your doctor in respect of the country in which you will be doing your placement, and that you have received all the appropriate inoculations and injections in respect of the countries in which you will be placed and in addition, to bring with you any necessary medication or medical equipment (such as syringes, water sterilization tablets, mosquito netting). You should also take reasonable steps to keep yourself in good health by taking any such medication and not taking part in any high risk activities during your placement which could compromise your health.

15 Unusual Circumstances

15.1 Unusual circumstances may arise that we, or the organization responsible for your placement, could not, even with all due care, foresee or avoid. These may cause disruption to or even the cancellation of your placement at any time. Such circumstances are likely to include war or threat of war, terrorist activity or threat of such activity, riots or civil strife, industrial action, natural or nuclear disaster, fire, adverse weather conditions, health risks and epidemics and all similar circumstances beyond our control.

15.2 If such unusual circumstances are serious enough we will try to arrange another suitable placement for you, at another location where the unusual circumstances are not a problem. This may be in another country. You will be responsible for the travel and other related costs in moving to your new placement. Because there may be a number of volunteers who need to be moved in such circumstances, we cannot guarantee that we will be able to arrange another placement which you think is suitable or for the time periods that you require, but we will try to do so. Because such unusual circumstances are a risk of traveling and working abroad, however, we cannot be responsible for your costs, whether you chose to accept any alternative placement offered or to return to your country of abode.

16 End of Agreement

16.1 We have the right to end this agreement if:

16.1.1 The organization responsible for your placement or our coordinator finds that you are not fulfilling your obligations;

16.1.2 Your behavior in our reasonable opinion or the reasonable opinion of the organization responsible for your placement or in the reasonable opinion of our coordinator is causing distress to anyone at your placement including students or your fellow workers;

16.1.3 You have refused to carry out the reasonable requests of your placement;

16.1.4 You are discovered to have lied in any correspondence with us or have acted in such a way that your actions are likely to bring us or the organization responsible for your placement into disrepute;

16.1.5 You are found to be involved with illegal substances or are convicted of any criminal offence during the period of your placement with us or are discovered to have been convicted of any offence prior to starting your placement about which you have not notified us; in which circumstances you are expected to make your own travel arrangements back to your country of abode and we accept no responsibility for any financial loss suffered as a result of this termination. You will receive no refund of any payments you have made.

16.2 If you terminate this agreement for personal reasons once you have started your placement but prior to completion of your placement, 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 financial loss you suffer; and we will not give you any

refund of any payments you have made. We, nor our overseas agents and subcontractors accept no responsibility for your welfare or safety once you have left the placement.

17 Security and Government Advice

17.1 It is your responsibility to clarify foreign office information in relation to the political and security situation and any relevant medical advice in respect of the country of your placement, and to take any steps that you feel are appropriate.

18 Complaints Procedure

18.1 If you have a problem whilst you are on your placement, we recommend that you try and resolve it with the site offering the placement, and with the coordinator for your placement, as they are on the ground and will be able to deal with any problems most quickly and effectively.

18.2 If the problem is something which you wish to complain about upon your return to your home country, we recommend that you write the details down and submit them to our coordinator at the time the problem occurs. This will allow them to investigate and will allow us to verify your complaint on your return. You should also keep a copy of your written complaint.

19 Duration of Placement

19.1 As this contract is signed before final flight details are made, your placement will start on the date of your arrival at your placement, and will end on the date agreed with us. Your placement does not include any independent travel before or after your placement starts or ends.

20 Data Protection

20.1 In connection with your placement it will be necessary for us to transmit personal, confidential information about you to others involved in the volunteer selection process and the administration of your placement. This may include information of a sensitive nature (e.g. criminal conviction, medical history, substance abuse, etc.). The information may be sent to one or more countries in which this information is not accorded the level of legal protection it is in your home country. By signing this agreement, you consent to our dissemination of all such personal information concerning you, as we, in our sole judgment and discretion, may deem appropriate.

21 Waiver and Release of Liability

21.1 By signing this agreement, you acknowledge that you are fully informed of the nature and severity of the risks you may face in accepting a volunteer placement with Veerayatan¹, including damage to property, financial losses, illness, injury and even death. You also acknowledge your agreement to assume all such risks. You acknowledge that you are responsible for your safety and your own health care needs, and for the protection of your person and property. You will follow all the laws of the country and any other local government where you may be posted.

21.2 You agree to fully and forever RELEASE, WAIVE AND DISCHARGE, and COVENANT NOT TO SUE, Veerayatan, Veerayatan International Incorporated and Veerayatan U.K., including, but not limited to, Veerayatan's administration, trustees, executives, volunteers, members, agents, employees and representatives, for any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses (including, but not limited to, court costs and attorneys' fees), from any cause whatsoever (including, but not limited to, travel delays, property damage and loss, bodily injuries, sickness, disease and death), directly or indirectly arising in connection with your participation in the Veerayatan Volunteer Program, whether or not foreseeable or contributed to by the negligent acts or omission of Veerayatan or others. You further agree to defend and indemnify Veerayatan against all claims or legal actions arising in any way from your conduct at any time during the period of your placement, whether or not the allegations concerning your conduct relate to your volunteer work or whether or not they are ultimately proven. This release of liability binds you, your heirs assigns, successors and interests. You know

¹ I understand that 'Veerayatan' includes Veerayatan anywhere in the world including but not limited to Veerayatan, India, Veerayatan International Incorporated, USA and Veerayatan, U.K, its administration, trustees, executives, volunteers, members, agents, employees and representatives, and the Veerayatan Volunteer Program.

and agree that Veerayatan may discontinue your work, program or fellowship without any notice and you will not have any type of claims whatsoever. You permit Veerayatan to use any of the information pertaining to your work for its use, publication and desire. You are at least 21 years of age and are signing this waiver of liability with your complete knowledge.

22 Governing Law

22.1 You and we stipulate that this agreement, and all rights and obligations of the parties arising from it, shall be governed by the laws of the State of California; all other applicable rules concerning conflict of laws are waived. You and we also stipulate to consent to the jurisdiction of the United States District Court for the Northern District of California for the resolution of any dispute concerning this agreement, including its interpretation or enforcement; you and we stipulate that venue for such legal actions shall be in San Francisco, California.

23 General

23.1 In the event that any provision of this contract or the application thereof to any party or circumstance shall be finally determined by the court of proper jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract and the application of such provision to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this contract shall be valid and enforced to the fullest extent permitted by law to the extent consistent with the Parties' intent as expressed in this contract.

23.2 We may assign this contract or any of its rights or delegate our obligations to any third party without your express written consent. You may not assign this contract or any of its rights or delegate its obligations without the prior written consent of us. This contract is binding upon and enforceable by each party's permitted successors and assignees.

23.3 The waiver of a breach of any term or condition of this contract will not constitute the waiver of any other breach of the same or any other term. To be enforceable, a waiver must be in writing signed by a duly authorized representative of the waiving party.

23.4 This contract and any form referenced herein constitutes the entire agreement between us and you with respect to the subject matter contained and supersedes all inquiries, proposals, agreements, negotiations and commitments, whether written or oral prior to the effective date. This contract may not be amended or modified except by written document signed by both parties.

23.5 You (i) have read and fully understand this contract, (ii) intend that this contract be legally binding upon and enforceable against you and your family, estate, heirs and legal representatives, (iii) intend that this contract benefit us, and (iv) confirm that you are at least twenty one (21) years old.

Applicant Signature*	Date*
Print Applicant Name*	
Witnessed by (Witness must be over the age of 18)*	Date*
Print Witness Name*	