

Terms and Conditions of Projects Abroad programmes

Hours and Flexibility

1. You and we are expected to show reasonable flexibility in arranging your hours of work, within the limitations set out in 2 and 3, below.
2. If you join a Projects Abroad teaching programme you will be working for a maximum, averaged over the total period of your work for Projects Abroad, of eighteen hours a week classroom time. The maximum in any single week is twenty-four hours. If you join a Projects Abroad non-teaching programme you may be expected to work normal office hours, although exact working hours will vary between projects. These hours (for both programmes) will be spread over a maximum of six days a week.
3. You will be entitled to holiday which will be the equivalent of two weeks after ten weeks' work, averaged over the total period of your work for Projects Abroad. There is no holiday entitlement for periods of less than ten weeks' work.

Accommodation and Food

4. Projects Abroad is responsible for providing your accommodation and food for the period of your placement.
5. If you choose to stay at the accommodation provided by Projects Abroad during the holiday period to which you are entitled, then food and accommodation will be provided without further charge, but not in any other circumstances.
6. If you would like more than your entitled holiday, we can normally make the necessary arrangements for you if you ask us well in advance, but we will not be responsible for providing food, accommodation or insurance for the extended time.
7. Projects Abroad staff have to obtain permission from and register you with local Police and immigration authorities to enable you to stay in local accommodation during your placement. It is a condition of their permission that you should not invite guests (either local or foreign) to stay overnight at your accommodation without prior approval from the relevant authority. Failure to adhere to this condition will be a disciplinary matter and will be dealt with according to 'Complaints and Disciplinary Procedures' below.

Insurance

8. Your insurance with Fogg Travel Insurance Services Ltd, through Projects Abroad, does not become valid until we have received final payment of your Projects Abroad invoice. Your insurance does not cover holiday periods beyond the entitlement in 3, above.
9. Volunteers aged sixty-five or over at the date of outbound travel will be required to pay a supplement for additional insurance and we reserve the right to pass on the cost of any additional insurance premium that we have to pay if a volunteer's age, infirmity or special condition results in a supplementary premium being required by our underwriters.

Complaints and Disciplinary Procedures

10. We will be flexible, helpful and friendly - in particular, we will try to help you with your work if you're trying hard, but still getting into difficulties. Nevertheless, formal complaints procedures (by you) and disciplinary procedures (by us) are necessary, and these are laid out in 11 to 13, below.

11. If you have a complaint about the procedures leading up to your departure, call the Director's office on +44 (0)1903 708 300 in UK office hours and we will deal with it as quickly as possible, whether it be about our central administration or about any of our desk-officers based in our destinations. When you are on your placement, please bear in mind that you need to show a high level of independence and initiative in dealing with problems yourself as they arise. If you have a problem or complaint to do with your work, please discuss the matter first with your supervisor at the teaching or project placement. If it is not resolved in this way or if it is to do with your accommodation, please discuss the matter with our senior organiser in your destination country, or one of his or her assistants. Any complaint made or problem known to our overseas offices (including any made to overseas staff members at any time) will be recorded. Individual situations are then discussed and resolved appropriately. Finally, if you still feel dissatisfied when you are on your placement, you can contact our Director's office on +44 (0)1903 708 300.
12. Every reasonable effort will be made to resolve any disciplinary matter before it becomes serious. However, we reserve the right to take appropriate action in the event of behaviour which would reasonably be expected to give offence to host, pupils, fellow-teachers, project managers or work colleagues. This includes behaviour such as serious rowdiness or drunkenness, failure to turn up to work, or leaving work without any adequate reason, or in the event of an unreasonable inability, from whatever cause, to do the work expected.
13. A disciplinary problem would be brought to your attention in writing or, if you were not contactable, delivered to your accommodation address. If the problem still stood after five working days (or shorter period if urgent), a further letter would be sent saying that, if the matter was not resolved to our satisfaction within a further five working days (or shorter period if urgent), you would be repatriated as soon as we could make the arrangements. Should you wish to stay in your destination country beyond that date, Projects Abroad would have no further responsibility for your food, accommodation, insurance or travel arrangements. It would be at the discretion of Projects Abroad to suspend you from your work during any disciplinary process. You are under the authority of Projects Abroad and their overseas agents and organisers throughout the period of the teaching or project placement.
14. If Projects Abroad agrees that there is an unacceptable amount of incompatibility between you and the host family and we consider it the right decision to change your host family, it may be necessary to provide you with hostel accommodation for a short period. This would be paid for by Projects Abroad and you will be given money for food if it is not provided.

Amendments, Cancellations, Curtailment and Late Payment

15. Amendments or cancellations may be notified to the UK office by telephone but they must be confirmed in writing. The date of the telephone call will only apply if we receive written confirmation within two working days. Our overseas offices will provide advice on changing air tickets but our staff cannot be expected to take responsibility for changing them on your behalf.
16. Extensions, provided they involve no change of project or programme, are charged at the prevailing extra-month rate published on the website current at the time that an extension is requested. They are charged at the full extra-month rate, as if they were fourth or subsequent months, regardless of whether the actual extension entails only a second or third month. No amendment fee will be added to any extension charges where there are no other changes.
17. A "month" in all matters to do with Projects Abroad is defined as a calendar month. If you stay on your placement over your invoiced duration we will charge you an additional amount per day to cover your food, accommodation, insurance and support. Please refer to the "Apply Now" page on our website for the current daily rate.
18. Our charge for an amendment is normally £75 or €85 plus any costs incurred by us. If the total cost is going to exceed £125 or €150, we will provide you with a quotation before proceeding.

19. Cancellation and curtailment charges depend on how far in advance of your originally stated departure date we have been informed in writing. Your originally stated departure date refers to the “preferred departure date” entered on your application form and not to any subsequently agreed date. If a placement is postponed, charges will apply according to the originally stated departure date. If only a month and a year are specified on the application form, the “preferred departure date” is the 1st of the month specified.

- | | | |
|-----|--------------------------------|-----------------------------------|
| (a) | Notice of 3 months or more: | £65 or €95 |
| (b) | Notice of 2 to 3 months: | one third of total programme fee |
| (c) | Notice of 1 to 2 months: | two thirds of total programme fee |
| (d) | Notice of less than one month: | no refund |

Deposits paid less than three months before the originally stated departure date, defined as above, are non-refundable.

Exceptions are entirely at the discretion of Projects Abroad and must be agreed in writing at the time when any postponement or cancellation is made.

20. Amendments, once your placement has started, are at the discretion of Projects Abroad. As a guide only, 14 days notice is normally the minimum required.
21. If you curtail your programme for any reason other than for a breach by us of our obligations, we cannot pay any refunds and you would be responsible for any additional costs involved, including the cost of repatriation, subject to any claim that you may have under your insurance policy. At our sole discretion we will consider a request to make an ex gratia refund to you of any savings that we might make (such as on your board and lodging). We reserve the right to charge you an administration fee.
22. Where a programme involves two or more destinations it is treated as a single indivisible programme and clauses 15 to 21, above, inclusive, apply as if the programme involved a single destination.
23. You must pay all amounts due to Projects Abroad three months before departure, where “departure” means the preferred departure date indicated on your original application or any new date agreed in writing between you and Projects Abroad for whatever reason. Exceptions to this obligation include agreed late amendments and additions and payments due if your application was accepted within three months of departure (defined as above), in which case the full payment is immediately due. If you do not qualify as an exception and do not pay all amounts when due, we reserve the right to impose a surcharge and we will normally impose at least a surcharge of £100 or €125, increasing the later payment is made, without prejudice to our right to terminate the agreement for failure to pay.

Responsibility

24. Please note that your booking is accepted on the understanding that you come on the programme at your own risk. It is not possible for us to be responsible for the actions or omissions of those involved in your programme over whom we have no direct control, such as employees of airlines, transport undertakings and others. Equally we are not responsible for loss or expense due to war, riots, strikes, terrorist activities, natural disasters, or bankruptcies (or similar) of unconnected third parties. Projects Abroad is not liable for any injury, damage, loss, accident, delay, or other irregularity which may be caused by defect of any vehicle or other equipment, other than its own, or the negligence or default of any company or person engaged in carrying out or performing any of the services involved, other than our own staff.
25. Some courses, treks and other activities are provided by independent third parties. You should note that Projects Abroad can arrange bookings for these courses, treks and other activities on your behalf but are not appointed

agents or representatives of these third parties and cannot accept liability for them or their activities.

26. Please note that we give you all reasonable assistance to obtain visas, visa renewals and work permits, when they are needed. However, these are arrangements between individuals and a state and are not under our control.
27. Please note that our volunteers are issued with visas, where applicable, and are registered, where applicable, in their chosen country on the basis that their work is purely voluntary. Doing paid work while on a Projects Abroad programme is illegal; if the relevant authorities find you have organised paid work they may take action against you, and this would also be a disciplinary matter to be dealt with as provided in paragraphs 11 and 13, above.
28. Please note that Projects Abroad is not responsible for arrangements outside your working hours (2, above). The insurance provided covers your placement period including leisure time (3, above). Except insofar as “leisure” insurance may be provided as an additional item, and except for any travel arrangements it has agreed to make, Projects Abroad has no responsibility beyond your placement period. Baggage and personal effects are the sole responsibility of the owners at all time.
29. Please note that all services and accommodation are subject to the laws of the country in which they are provided. Projects Abroad reserves the right to make changes in the agreed itinerary whenever, in their sole judgement, conditions warrant, or if they deem it necessary for the comfort, convenience, or safety of the volunteer. Projects Abroad also reserves the right to withdraw without penalty any programme announced.
30. Without in any way limiting our entitlement under paragraph 24, above, in the event that Projects Abroad is advised by the Foreign and Commonwealth office (or, for non-British volunteers, your foreign ministry) that you should not travel to, or should not remain in, the destination where you have been placed, then we will instead provide the nearest possible equivalent placement in the nearest possible equivalent destination.
31. Please note that Projects Abroad reserves the right to decline to accept any person as a volunteer, or to require any participant to withdraw at any time, when such action is determined by the appropriate Projects Abroad staff representative to be in the best interests of the health, safety, and general welfare of the programme or of the individual participant. In such a case, Projects Abroad accepts no responsibility for any airline cancellation penalty incurred by the purchase of a non-refundable ticket or any other cost that you may incur.
32. Dates, schedules, programme details and cost are given in good faith, based on information available and in force at the time they are given and are subject to change and revision in the event of a change of circumstances. In the event that Projects Abroad is unable to provide a suitable non-teaching placement of the type requested, we will instead offer a teaching or other suitable placement and will refund any difference between the price paid for the project placement and the price charged for a teaching or other placement in the country in question.
33. Proper Law and Jurisdiction – The proper law of the contract between us is English Law. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the contract.

7th April 2011