

## Voluntour South Africa Terms and Conditions

All persons applying to volunteer on the Voluntour South Africa **30 Day Journey** or to **Volunteer Direct** must complete and sign these terms and conditions & Indemnity form. In the case of minors the legal parents or legal guardian should sign. The person or persons who have signed the booking form (in the case of minors) are hereafter referred to as the volunteer and applicants. Upon signature the applicant agrees to be legally bound by these conditions. No agent, representative or client of Voluntour South Africa has any right to alter or vary or waive any of these conditions.

Please email any questions regarding the terms and conditions to [info@voluntoursouthafrica.com](mailto:info@voluntoursouthafrica.com).

### 1. Terms and definitions:

**"Voluntour South Africa"** – means a CC Travel with Soul trading as Voluntour South Africa, CK number : 2009/050832/23, Member: WO Van Kets, Cape Town, South Africa  
website:[www.voluntoursouthafrica.com](http://www.voluntoursouthafrica.com), email: [info@voluntoursouthafrica.com](mailto:info@voluntoursouthafrica.com),  
Fax: 086 547 6668, Tel: 082 4166066

**'VSA'** is an acronym for Voluntour South Africa.

**'you' and 'your'** means the volunteer who applies for a volunteering project through us.

**'we', 'us', 'our'** means Voluntour South Africa.

**'organisation'** means Voluntour South Africa.

**'project/s'** means the people and or ventures VSA support that in turn are open to accepting fee paying volunteers.

**'Establishment'** means any place where you the volunteer are accommodated or will visit for the duration of your time with us.

**'placement'** means the project where you will be volunteering and in which you are placed.

**'applicant'** means you the person enquiring about the volunteer options available to you in South Africa provided by VSA.

**'Volunteer'** you the applicant offering services to the project without remuneration.

**'Volunteer services and activities'** means the activities/tasks the volunteer is required to perform while on a particular project.

**'Project information sheets'** means all information you the volunteer need to know regarding the projects.

**'Volunteer direct'** refers to the option available to volunteers wishing to volunteer on specific projects without making use of VSA's transportation and guide facilities.

**'30 day Journey'** refers to the option of a full guided journey from Durban to Cape Town, with VSA.

**'volunteer donation'** refers to the fee payable to the projects via VSA after costs have been deducted.

**'VSA team'** means, employees, representatives, project leaders and anyone responsible for the volunteers while traveling with VSA.

**'Balance of payment'** refers to the amount due or paid to VSA after the deposit has been paid.

## **2 VSA – Services**

2.1 All Voluntour South Africa services are clearly stated on our website and are further explained in the volunteer project information sheets sent to each applicant during the booking process. The services offered are available on the bases of a fee being paid to VSA by the applicant.

### **The services include:**

#### **2.2 Volunteer assessment,**

On making an enquiry with VSA we will assess your needs and skills in order to maximize your effect within the projects. We attempt to ensure that your placement is mutually beneficial to you and the projects in which you will be volunteering, this will include a criminal and reference check on each applicant as well as a telephonic and/ or email questionnaire. VSA maintains good relations with each of the projects we support and equally honor each individual volunteer.

#### **2.3 Volunteer placement,**

Based on your volunteer assessment information and your preferred placement options, VSA will undertake to match your needs and skills with those of the projects.

2.3.1 In the case of the 30 Day Journey , where there are 3 set project options VSA will endeavor to ensure your skills are utilized effectively within each project.

2.3.2 It is important to note that all the projects are organic in nature and the duties and tasks are mostly determined as and when they are required. VSA will endeavor to communicate to the projects to provide as much structure to your daily duties as they see possible.

2.3.3 Project placement is subject to availability and at the sole discretion of Voluntour South Africa.

2.3.3 VSA under the banner of Educating Africa takes great care to assist, grow and support all the projects we are linked to. We are active in their development.

#### **2.4 Volunteer re route,**

Should you be unhappy in any of the projects or find you are not being utilized effectively, VSA will, within reason attempt to re route you to another project. VSA does not assume any financial responsibility for this process as it may involve transportation costs; furthermore your fee is not refundable once you have begun your volunteer program with VSA.

#### **2.5 Information about your project(s),**

VSA will provide information fact sheets pertaining to each project as and when you require them. The information is subject to change should any unforeseen circumstances arise such as weather e.g floods, fire, in country strikes e.t.c. In the event of a change in itinerary or project destination VSA will inform you prior to the change.

#### **2.6 Pre-arrival support,**

VSA will assist you with travel arrangements, bookings, trip planning and project placements prior to your arrival.

### **2.7 Air port, pick up and drop off,**

In the case of the **30 Day Option** VSA or a sub contractor to VSA will meet you at the Durban International Airport, provided all correct arrival information is received and confirmed by VSA prior to your arrival. In the case of the **Volunteer direct** option pick ups will be arranged at the air port closest to the project you are working on.

VSA cannot absolutely guarantee we or a representative of VSA will be on time for your collection, this may be due to unforeseen circumstances such as weather, vehicle problems or traffic congestion.

Delays in your flight must be reported to VSA immediately. In the case of the **30 Day Journey** all drop offs will be at the Cape Town airport on a pre arranged date and time. It is your responsibility to ensure your return flight is booked accordingly.

In the case of the **volunteer direct** option you will be required to arrange your own transport to the air port, unless pre arranged with VSA prior to your departure.

Should you arrive earlier than the start date of the 30 Day Journey or the volunteer direct option, VSA will assist you in finding accommodation; all expenses during this time will be for your own account.

### **2.8 Orientation on arrival**

In the case of the **30 Day Journey**, VSA will arrange your first nights accommodation in Durban, and provide an orientation talk. In the case of the **volunteer direct** option VSA will provide an orientation once you have arrived at the project / s of your choice.

### **2.9 Handling of fees and project donations**

All fees are payable directly to VSA. VSA will then distribute funds to the projects concerned in an ethical and honest manor. VSA adopts an open book policy and a break down of the distribution of fees is freely available.

### **2.10 Transport**

In the case of the **volunteer direct** option, in country transport is not included however VSA will assist in providing the best options available to you and will assist in pick ups from the air port or bus stops closest to your chosen project.

In the case of the **30 Day Journey** all in country transport is provided by VSA. VSA vehicles are regularly maintained, licensed and road worthy, in cases where vehicles are hired by VSA, VSA will make use of a reputable car hire company within South Africa.

#### **2.10.1 Guide/driver**

The VSA guide/s are employees of VSA in possession of a valid drivers licenses who have been driving in South Africa for 5 years or more. They have basic knowledge of vehicle maintenance, e.g. tyre changes , oil and water checks and are familiar with basic first aid.

In cases where VSA employs contractors for transport VSA will endeavor to ensure the above standards are met.

#### **2.10.2 Accommodation and food**

VSA will handle all accommodation reservations for the duration of your contract .

See section 3.

#### **Food**

Any dietary requirements will be assessed and provided for, within reason by VSA.

See section 4.

#### **2.10.3 Emergency**

In case of emergency VSA is available to assist you where needed, you are advised to hand in copies of your medical details on arrival with us. VSA offers 24 hour emergency support and will provide you with the necessary emergency contact numbers on arrival.

### 3. Accommodation

The accommodation will vary from project to project and will be in backpackers, private homes, in huts within the community and or cottages. All accommodation will be pre screened by VSA to ensure basic living standards are met.

VSA reserves the right to reserve accommodation on behalf of the volunteer.

All accommodation is reserved for the VSA volunteer only and no visitors are permitted while volunteering on the project/s unless pre arranged by the project leaders or the establishment hosts. Should you choose to stay in alternative accommodation while on tour or volunteering on a project VSA will not refund your present accommodation, any alternative arrangements made by you are for your own account, however VSA will assist you in sourcing alternatives if requested.

### 4. Food

In the case where food is included, VSA will inform the project/ establishment of any specific dietary requirements you may have, provided they are clearly stipulated prior to your arrival and are accessible for purchase by the projects and/or establishments. Should you have specific requirements that are not available in the rural areas, VSA will attempt to source the products from further a field; this will be an extra cost to you the volunteer.

VSA is not responsible for the food offered by each project and or establishment; however VSA does take time to ensure basic requirements are met. In the case where food is to be purchased by the volunteer VSA will endeavor to provide sufficient choices.

Bottled water is not included as throughout the country drinking water is of an acceptable standard.

In the case of the **30 Day Journey** all lunches while you are not on the projects are for your own account.

Details on what food is included are found on the individual project information sheets.

### 5. Volunteer responsibilities

The following conditions apply to both the **30 Day journey** and the **Volunteer Direct** options.

#### 5.1 Bookings,

You hereby understand and agree that Project placement is subject to availability and is at the sole discretion of Volontour South Africa.

5.1.1 You agree to seek all information you require about the journey or project prior to your acceptance with VSA and to adhere to the booking procedures as stipulated by VSA.

See section 6.1

#### 5.2 Travel,

You agree that you are solely responsible for all travel arrangements from your country to South Africa including, payment, visas and flights.

5.2.1 You agree that Volontour South Africa shall not be responsible for any airfare charges, or transport charges and cancellation fees.

5.2.2 In the case of the **30 Day Journey** you agree to arrange your airport destination in accordance with the requirements of the trip namely arrival in Durban airport and departure from the Cape Town International airport.

5.2.3 Should you extend your stay in South Africa post volunteering with VSA, you agree to arrange your own exit plans and understand that VSA is not responsible for any transport plans or costs. I

5.2.4 You are responsible for investigating and adhering to any travel advice from government agencies within your own country.

### **5.3 Travel and medical and insurance,**

You agree to arrange comprehensive medical and personal insurance cover as VSA does not provide insurance cover.

Your cover should include among other things medical expenses arising due to personal injury to you or a third party, loss or damage to property, emergency evacuation, legal liability and cancellation costs for any reason beyond our control.

Proof of cover and policy details are requested by VSA prior to your arrival in South Africa, and it is advised that actual hard copies of the policy are brought with you.

5.3.1 You are responsible to ensure the amount and type of cover is appropriate to your surroundings and length of stay within South Africa.

5.3.1 Valuables, you agree that any valuables are your responsibility and that you will take steps to ensure they are kept safe. VSA will ensure that where possible and within reason there are lockable facilities available to you.

### **5.4 Visas,**

VSA will assist in offering advice ONLY in obtaining visas.

You are required to arrange/extend/pay and collect your visas prior to your departure.

5.4.1 In the case of cancellation or refusal of entry into South Africa due to non compliance of visa requirements by the applicant, VSA is neither obliged nor responsible for refunding any payments made to us.

5.5 Passports,  
You are responsible for ensuring you are in possession of a valid passport for the full duration of your travels.

### **5.6 Medical responsibilities,**

You hereby agree that it is solely your responsibility to ensure you have access to any medication you may require for the duration of your stay in South Africa. You agree to seek medical advice from your doctor within your country of residence regarding inoculations and immunizations for South Africa prior to your departure. You are also responsible for informing VSA of any conditions, allergies or disabilities you may have prior to your arrival as some areas of South Africa are remote and may you may not have ready access to medical supplies.

### **5.7 Placement problems and issues,**

You are responsible for attempting to sort any issues or problems that may arise during your placement within a project with the project members. If after such time as the issue is unsolvable by yourself and the project members VSA will attempt to assist you. In the case of the **30 Day Journey** VSA will be readily on hand to assist with any problems that may arise. If the problem results in your early departure from the project VSA will take reasonable steps to assist your exit. You are financially responsible for any costs involved in an early departure.

5.7.1 All applicants are required to understand that South Africa is a developing county and that the environment in which they may be placed is rural and therefore they may experience difficulties in adjusting to the unfamiliar surroundings.

5.8 **Payments,** you hereby agree to pay VSA timorously and according to the terms and conditions stipulated in section 7.

### **5.9 Project Compliance,**

You agree to provide non remunerated services for the duration of the project period and to carry out the duties assigned to you by your project leaders and to comply with the code of conduct send to you by VSA.

5.9.1 You may not enter into any negotiations for employment during your placement

**5.10 Damage to property,**

You are responsible to pay for or replace for any damages made to property and or materials provided by the projects/ establishments caused by your negligence.

**5.11 Personal Expenses,**

You are responsible for all personal expenses during your placement, this may include, medical, extra food, upgrading of accommodation, bottled water, cancellation fees, air time, internet access, purchases of gifts or clothing, laundry, in country transport where stipulated by VSA and activities.

Any costs, changes, cancellations and transfers arising as a result of your termination of your contract or withdrawal from the placements are for your own expense.

**5.12 Personal responsibility,**

You agree to adhere to the VSA code of conduct (sent by VSA with your application) and understand any breach in the conduct can result in your immediate termination from the project.

5.12.1 **Misconduct,** VSA reserves the right to terminate your contract should you be found breaking any laws, criminal or civil.

5.12.2 In the case of **termination** from the project you agree that any fees paid to VSA are non refundable and any extraction costs are for your own account.

5.12.3 . **Personal liability,** You agree that you are solely liable for Your conduct and actions while with VSA and the projects.

5.12.4 **Personal Saftey,** You agree to take reasonable steps to ensure your personal safety for the duration of your contract with VSA, these include: not walking alone at night, reckless or negligent conduct, unprotected sexual activity, alcohol or drug abuse, wondering off without informing a fellow volunteer of project leader, swimming in restricted areas or open rivers, smoking in restricted areas, displaying valuables openly while in the cities and /or wearing your seatbelt.

**5.13 Food**

You are responsible for informing VSA prior to your arrival of any dietary and to take normal precautions when purchasing food within the country. Food purchased from the roadside and vendors should be avoided and are consumed at your own risk

**6. Bookings**

You are responsible for initiating and completing your booking with VSA.

**6.1 Booking Process,**

The application processes involves the applicant filling in a volunteer assessment form and a VSA booking form, (project fact sheets are available on request). VSA will check availability and reserve your place. You will then be sent a quote and the VSA terms and conditions. On accepting the quote and the terms and conditions you will be sent an invoice with a deposit request. Your booking will be confirmed once you have paid the deposit indicated to VSA. From there you will receive a confirmation form and the balance of payment due. You will also be sent a travel detail form to be competed once your travel details have been confirmed.

**6.2 Confirmation,**

Your booking is confirmed on receipt of payment of your deposit into the VSA bank account. Payments must be made within 2 to 3 weeks of receipt of your Invoice from VSA.

6.2.1 Should you pay the deposit after the specified date as indicated on your invoice, VSA can not guarantee your desired placement.

### **6.3 Booking changes,**

Should you wish to change the details of your booking after your placement is confirmed, VSA will assist where possible to accommodate you, provided the changes are done in writing and in sufficient time for them to be effected by VSA. In certain circumstances an amendment fee will be charged and is payable to VSA in order to initiate these changes.

6.3.1 In the case of VSA being unable to implement the requested changes and the applicant being unwilling to continue with the current placement, full cancellation procedures will be administered.

## **7. Payment,**

You are required to pay for the services and placement by VSA including all project fees (as stipulated in your quote), prior to your arrival with VSA. The costs are stated on the costs and dates page of the VSA website [www.voluntoursouthafrica.com](http://www.voluntoursouthafrica.com), the cost of the **30 Day Journey** is €1895.00 and the cost of the **Volunteer Direct** option starts at €25.00. You are required to request a quote from VSA for the **Volunteer Direct** option based on your project/s preference and duration required.

Please note the costs and dates shown on VSA website are valid for 30 days only and applicants are required to check the site regularly for the most recent updates.

7.1 On receipt of your completed booking form and acceptance of the quote and terms and conditions you will be sent an invoice.

7.1.1 Confirmation of your booking will only occur once payment of your deposit is received.

### **7.2 Deposit**

30% of the total fee is required as a deposit.

7.2.1 The deposit is non-refundable and must be paid into VSA's bank account provided.

7.2.2 The deposit must be paid within 2 to 3 weeks of receipt of your invoice; VSA will only secure your placement once your deposit is received.

7.2.3 VSA will arrange your airport pick up once your travel details are established (via the Travel details form).

7.3 **Balance of payment,** The balance of payment is due 30 days prior to your scheduled arrival date with VSA and the placement project. The full amount is due should you make a booking less than 30 days from arrival.

7.4 **Default in payment,** should you fail to make the balance of payment within the stipulated time frame, VSA will cancel your booking and retain the non refundable deposit.

### **7.5 Credit Card Payment,**

VSA makes use of a Virtual credit card service, where all transactions are encrypted.

Virtual Card Services is committed to providing secure online services. All encryption complies with international standards.

Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.

7.5.1 All transactions will be processed in South African Rands (ZAR)

## 8. Cancellation and Refund Policy

8.1 All cancellation requests should be submitted in writing to VSA prior to your arrival.

8.2 The policy applies to both the **30 day journey** and the **Volunteer Direct options**.

8.3 Cancellations are effective from the date written notice is received via Fax or e-mail in our office during normal business days, excluding weekends and holidays. If the refund is acceptable and adheres to the reservation cancellation policies, your credit card will be refunded with the proper amount.

8.3 Once booked and confirmed, the **deposit is NON refundable** however the **balance of payment** is subject to the following cancellation fees:

- More than 30 Days before departure: a full refund of the balance of payment is due.
- From 30 to 20 days before departure: 50% of the balance of payment
- From 20 to 10 days before departure: 60% of the balance of payment.
- From 10 to 0 days before departure: 100% of the balance of payment .

8.4 Cancellation fees are used to cover admin costs incurred by VSA and the people and projects we support, these include accommodation, transport and guides. Many projects and establishments are paid prior to your arrival therefore your cancellation fee aims to protect these parties from loss of earnings and expenses incurred.

8.5 **VSA cancellation**, VSA reserves the right to cancel or curtail a Program if, in its sole discretion, it believes that circumstances warrant it. In the event of cancellation of the Program, you shall be entitled to any monies paid less any irrecoverable expenditure on the part of VSA which has already been spent in relation to the preparation of the Program.

## 9. Expulsion and termination of contract

VSA reserves the right to deny from participating in or other wise to expel from the Program any participant who is in breach of any terms of this Agreement .

### 9.1 The following will result in immediate expulsion

- Possession / taking / supplying of **illegal or illicit substances**. The question of whether the substances are illegal or illicit is to be governed by the jurisdiction of the province where the acts take place;
- **Inappropriate behavior**: Displaying cruel, thoughtless or rude behavior or committing acts which could injure or harm a member of the project or VSA or the community (including a staff member), or any other person.
- **Disobedience**, failure to adhere to the project leader's or a VSA representative's instructions in relation to health and safety.
- **Jeopardising** future VSA relations with the programs and host communities.
- **Breaking local laws**. (civil or criminal)

9.2 Expulsion will be carried out by the Program Leader at VSA's own discretion and is not subject to appeal. You will be informed in writing by VSA. In all such cases you will not be



entitled to any reimbursement from VSA, nor will VSA be responsible for any additional costs incurred by the Participant as a result of expulsion.

9.3 In the event of expulsion you will be required to leave the premises immediately

PLEASE NOTE: If you terminate your contract for personal reasons once you have started your placement but prior to its completion, it is viewed as your choice and VSA is not responsible for any costs or arrangements involved in your departure.

## **10 Indemnity, Liabilities and Assumption of Risk**

10.1 You hereby understand and agree, that your decision to travel to South Africa may involve certain risks (both seen and unforeseen). These include but are not limited to, hazards of traveling in remote areas; travel by automobile, van, bus, aeroplane, boat, train or any other means of conveyance; the forces of nature; civil disturbances; national or international conflicts; terrorism; arbitrary itinerary changes made by foreign governments or vendors; dive related accidents, boat accidents; interacting with dangerous wildlife; personal injury or illness from the local environment; accident or illness in remote locations without immediate evacuation or medical facilities; or negligent acts of third parties.,

10.2 You hereby understand and agree that these and other risks are inherent in the VSA Program and that your participation is completely voluntary. Furthermore you agree that VSA and its partners, agents and employees are indemnified from:

- all risks and claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, which may arise in connection with your participation in a VSA Program, any activities arranged for you by VSA, its agents or employees, emergency medical care if considered essential by qualified personnel.
- Any information provided by VSA, including but not limited to information about visas, vaccinations, healthcare, climate, baggage, group sizes and special equipment is given in good faith for information and educational purposes only but without responsibility on the part of VSA
- VSA shall have no responsibility for any activities undertaken by you the volunteer outside the scope of those directly relating to the Program. No warranty is given in respect of any activities outside the scope of those relating to the Program and it is the Participant's responsibility to ensure that any person or company offering any activities possesses the requisite care and skill. The term "outside of scope" as used in this clause shall mean any and all actions or activities undertaken by the Participant that were not pre-arranged or procured by VSA, its employees or agents.

10.3 Except in respect of death or personal injury caused by VSA's gross negligence, VSA's responsibility for any representation (unless fraudulent), or any other act or omission shall not exceed the amount of VSA's charges as set out in Clause 7. for the provision of the Service. Any liability by VSA and/or its employees and/or its agents is limited to the amount that will be paid out in such a case by the Combined Liability Insurance policy (the "Policies") which have been concluded in the name of VSA. If no compensation is received from the Policies, then any and all liability whatsoever, including without limitation, claims grounded in negligence, is hereby limited to a maximum amount of R20,000.00.

10.4 Volontour South Africa and its Third Parties/Hosts indemnify themselves against any death, disability, injury and other claims resulting from any hazardous/adventurous activities undertaken by You the volunteer. *Volontour South Africa* and/or their service providers provide both Passenger and Public Liability insurances whilst transporting any Volunteer in the course of the Project. However, You agree, understand and acknowledge that *Volontour South Africa* does not carry or maintain any health, medical, disability, damage or other liability insurance coverage for Your benefit or for any other Applicants, and You hereby expressly release *Volontour South Africa* from any responsibility or obligation to do so. You agree, understand and acknowledge that *Volontour South Africa* requires that You obtain and maintain suitable insurance coverage on Your behalf during the Project and that You are solely responsible for obtaining and maintaining such insurance.

10.5 VSA will not be liable under any circumstances with respect to any subject matter of this agreement under any contract, negligence, tort, strict liability or other legal or equitable theory for any incidental, consequential, special or exemplary damages (including, without limitation, loss of revenue or loss of profits or lost business), even if VSA has been advised of the possibility of such damages.

You also agree, understand and acknowledge that Volontour South Africa does not assume any responsibility or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance, in the event of injury, illness, death, or property damage. You agree, understand and acknowledge that You are solely responsible for Your own safety and health care needs and for the protection of Your property

10.6. You hereby fully, and irrevocably release, discharge and agree not to sue *Volontour South Africa* including any and all of its successors and assigns, its agents, managers, participants, applicants, members, employees, officers or representatives, coordinators, hosts/third parties, advisers or other persons, entities, parties, organisations or agencies collaborating with *Volontour South Africa* (collectively “released parties”), voluntarily and without duress, from any and all actions, suits, liability, claims, demands, losses, costs and/or causes of action for damages or other legal or equitable relief of any nature including, without limitation, claims for personal injury, emotional injury, illness, disease, death, property damage or other losses, expenses and/or damages (collectively “claims”), which may hereafter arise from any cause whatsoever, including, without limitation, that arising from Your participation in any Project or Placement and/or any Project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with *Volontour South Africa*, whether or not foreseeable or contributed to by the negligent acts or omissions (whether ordinary negligence or gross negligence) of *Volontour South Africa* or released parties.

10.7 You the volunteer expressly agree that the foregoing waiver and assumption of risks is intended to be as broad and inclusive as is permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The terms of this agreement shall further extend to the Participant’s heirs, personal representatives, successors and assigns.

## **11. Complaints**

11.1 If the Participant wishes to make a complaint in relation to the Program, he/she shall bring the complaint to the attention of the project leader or a representative of VSA, who shall use his/her reasonable efforts to resolve the complaint within a reasonable time.

11.2 If the project leader or the VSA representative is unable to resolve a serious complaint, and the you decide to leave the program before the completion date, you agree to provide the project leader or the VSA representative with a written version of events prior to your departure.

## **12. Force Majeure**

Notwithstanding any other provision of this Agreement, VSA shall not be deemed to be in breach of this Agreement or otherwise be liable for any delay in performance or non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any circumstances beyond its reasonable control, including but not limited to Acts of God, war, acts of terrorism, riot or civil commotion, fire, strike and government or other official intervention.

## **13. Family Volunteering and Groups Containing Under 18s.**

If traveling with your legal guardian, they will be entering into this agreement on your behalf by completing their application.

11.1 If you are under 18 and traveling as part of a group that does not include your legal guardian, this document must be printed and signed by your legal guardian, who will be entering into the agreement on your behalf.

## **14 General**

14.1 This Agreement constitutes the entire Agreement between the parties and shall apply to all Programs and/or journeys/tours provided by VSA and undertaken by you. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement.

14.2 Any notice required or permitted to be given by one party to this Agreement to the other shall be in writing addressed to that other party: in the case of VSA, its registered office or principal place of business, in the your case your address as stated in this Agreement or being given to you in person or by delivery to your last known place of residence.

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

14.4 Whenever a personal pronoun is used in this Agreement, it is understood that such usage shall include singular and plural, masculine, feminine and neuter and refer in appropriate cases to juristic persons as well as natural persons.

14.5 The Volunteer acknowledges that he/she has entered into this Agreement after making an independent investigation and that VSA has not made any representations or warranties other than as may be set out in this Agreement. The Volunteer has relied solely upon his/her independent investigations in entering into this Agreement.

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

# ACCEPTANCE AND INDEMNITY

please print and sign this page then fax or scan and email back to us,  
fax 086 547 6668, email: info@voluntoursouthafrica.com

I (full name) (Parent / Guardian if applicant is under 18yrs.) \_\_\_\_\_

Of address \_\_\_\_\_

Contact tel. no. \_\_\_\_\_ mobile phone \_\_\_\_\_

Declare/consent to my daughter/son \_\_\_\_\_

That by participating in the volunteer program from \_\_\_\_\_ to \_\_\_\_\_  
with Voluntour South Africa and the partner companies I understand that the activities are  
undertaken at my/his/her own risk and hereby indemnify Voluntour South Africa and its partner  
companies (mentioned above) against any claims whatsoever, that may arise in connection with  
any, injury, loss or damage to the my/the person or property of me/my daughter/son during the  
activities at each destination or transport to and from each destination, in the knowledge that  
the program leaders will take all reasonable precautions for the safety and welfare of the  
participants.

I understand that costs in respect of any accident or illness, which, in the opinion of the  
authorities, requires medical attention, are my liability.

I HAVE READ AND UNDERSTOOD AND AGREE TO THE TERMS AND CONDITIONS AS STATED IN  
THE ABOVE DOCUMENT

\_\_\_\_\_  
**Signature of APPLICANT**

\_\_/\_\_/\_\_  
**Date(dd/mm/yr)**

\_\_\_\_\_  
**Signature of Legal Guardian  
(if applicable)**

\_\_/\_\_/\_\_  
**Date(dd/mm/yr)**

**AS WITNESSES:**

\_\_\_\_\_  
**Signature of Witness**  
**Date**

---/-----/-----  
**Date(dd/mm/yr)**