



via volunteers

ethical volunteering in south africa

Terms & Conditions

Nobody likes to read the small print, but we encourage you to read ours. These conditions are here to guide and protect you, and act as the basis for our relationship with you.

For ease of reading we have written this document in simple plain English wherever possible. If there is anything you do not understand please ask us and we will do our best to assist you.

1. Interpretation of these terms and conditions

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

- 1.1.i. 'you' and 'your' means the volunteer who applies for a volunteering project, course or tour through us
- 1.1.ii. 'we', 'us', 'our' and 'VIA' means Via Volunteers, PO BOX 1186, Gordon's Bay, 7151, South Africa
- 1.1.iii. 'placement' means the project where you will be volunteering and in which you are placed, and 'organisation' means this institution, organisation or conservation project and includes the directors, managers, employees, representatives and all other people within their control at the organisation
- 1.1.iv. 'conditions' means these terms and conditions
- 1.1.v. 'volunteer fee' refers to the fee that you pay to us for the service we provide to you.

2. The service we provide for you

2.1. In exchange for your volunteer fee, we will provide:

- 2.1.i. A volunteer placement
- 2.1.ii. Information about your projects(s)
- 2.1.iii. Pre-arrival support from our experienced team in Cape Town
- 2.1.iv. Airport transfers with one of our team, or an authorised representative, as detailed in individual volunteer project guides
- 2.1.v. In-country transfers for connecting you to your project, as detailed in individual volunteer project guides
- 2.1.vi. In-country advice & support from our team
- 2.1.vii. Assistance with booking additional activities, tours & courses to compliment your volunteering experience
- 2.1.viii. Accommodation before and/or after your placement(s), as detailed in individual volunteer project guides
- 2.1.ix. Accommodation for the full duration of your placement(s) as detailed in individual volunteer project guides
- 2.1.x. Meals for some placements, as detailed in individual volunteer project guides.

3. Accommodation

- 3.1. Where included in your stay, in the unlikely event that accommodation is not available at our regular providers, we will arrange alternative accommodation for you at an approved lodge or backpackers at no extra cost to you
- 3.2. Details of the accommodation provided as part of each placement are set out in the individual volunteer project guides, which can be downloaded from our website
- 3.3. Any accommodation provided by VIA or 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. If space is available, it may be possible to board your visitor(s) at the prevailing nightly rate
- 3.4. If you decide to leave your project for any period of time, then you will be liable for the cost of accommodation for that period.

4. Meals

- 4.1. Details of what meals are provided (if any) as part of each placement are set out in the volunteer project guides, which can be downloaded from our website. Where meals are provided by the organisation responsible for your placement, they should be of a suitable quality or quantity by local standards. If you want to supplement the meals provided with food that you buy yourself, you may want to budget for this
- 4.2. Where meals are provided to you as part of the placement we will inform the organisation responsible for your placement of any special dietary requirements that you let us know about. We cannot, however, guarantee that any such requirements can/will be met
- 4.3. If you choose to spend time away from the accommodation provided during your stay, such as on an overnight trip you organise yourself, you do so at your own cost, and we cannot give you a refund for accommodation or food costs during the time spent away.

5. Travel

- 5.1. You are responsible for arranging and paying for your own travel to and from South Africa. We recommend that you wait until we confirm that your chosen placement is available before booking your flights - we will normally confirm placement availability within 24 hours of receiving your application
- 5.2. We cannot meet, reimburse or otherwise be responsible for any flight, travel or other costs or expenses of any nature (including, for example, any charges made by airlines etc for cancelling, changing or transferring flights or other arrangements) which are incurred or arise as a result of your placement not proceeding or being cancelled, curtailed, withdrawn or changed due to circumstances outside our control
- 5.3. On receipt of your flight details we will arrange your airport transfer to your accommodation or pre-project accommodation, as detailed in individual volunteer project guides
- 5.4. Where we have arranged for you to be collected from the airport, we cannot absolutely guarantee we or will arrive on time as circumstances may occur that are beyond our control due, for example, vehicles breaking down, problems with transport and roads, extreme weather and so on. We will provide you with contact details for the VIA team in case you need assistance at any time
- 5.5. Where your placement is some distance from Cape Town and you decide for whatever reason to return to Cape Town during your placement for any period of time, then you will be liable for any travel costs associated with this
- 5.6. At the end of your placement we will arrange for your transfer back to your departure airport, as detailed in individual volunteer project guides.

6. Domestic flights

- 6.1. We will endeavour to secure the best possible rates for any domestic flights that we book for you, whether these are included in your project fee, or you have requested us to book these for you
- 6.2. Where flight costs are included in your quote, these are based on an average allowance for a single domestic flight
- 6.3. During peak holiday periods and major national or international events, domestic flight costs can increase beyond this allowance. The same applies for short notice bookings when domestic flight costs generally increase closer to the flight date
- 6.4. If any included flights are affected by price increases, we will advise you of any extra costs when you apply
- 6.5. Any domestic flights we book for you are non-refundable.

7. Personal expenses

- 7.1. You are responsible for your personal expenses during your placement. E.g. souvenirs, toiletries, drinks, extra activities.

8. Travel and medical insurance

- 8.1. You must take out suitable travel/medical insurance for the duration of your stay in South Africa. You are responsible for checking the cover provided (including the terms and conditions) and for ensuring it is adequate and appropriate for your particular needs
- 8.2. In advance of your arrival, we will request your policy name, policy number, contact number and next-of-kin details for use in an emergency only. Please also bring a copy of your policy document with you as this can save a great deal of time and anguish should you be unfortunate enough to need this information
- 8.3. You are responsible for arranging and paying for your own suitable, additional insurance to cover any additional time you spend abroad before and after your placement
- 8.4. You are responsible for ensuring that the amount and type of cover is sufficient and appropriate for the nature and location of your placement
- 8.5. You must ensure your travel insurance covers at least light work; the cost of cancellation of the placement by you; the cost of assistance including repatriation in the event of accident or illness; legal liability and expenses; lost baggage; cancelled flights; medical expenses; liability arising due to personal injury to you or a third party; cancellation of your placement for any other reason or any other reason beyond our control.

9. Visas

- 9.1. Citizens of most countries do not require a Visa to enter South Africa for stays of 90 days or less. Our web site FAQ page contains appropriate links to validate the current policy for your own nationality
- 9.2. If you have confirmed a placement with us and need to apply for a Visa, we can provide you with a letter of support and simple guidelines for completing your Visa application form
- 9.3. Where it is a requirement for your nationality, you are entirely responsible for obtaining a visa that is appropriate for you and for paying the costs thereof, prior to seeking entry into South Africa.

10. Applications and payments

- 10.1. Upon receipt of your application we will start to process your request and reply to you with confirmation of availability, normally before the end of the next working day
- 10.2. We will email a detailed itinerary and quote to you and an invoice for your deposit

- 10.3. When you have checked your itinerary and quote and are happy to proceed, you can confirm your placement by making your deposit payment as detailed on your invoice
- 10.4. On receipt of your deposit we will confirm your placement and begin making arrangements for your stay in South Africa
- 10.5. Your remaining balance can be paid at any time, as long as it reaches us no later than 4 weeks before your planned arrival
- 10.6. If you make a short notice booking within 6 weeks of your planned arrival in South Africa, we will invoice you for your full volunteer fee instead of a deposit
- 10.7. If you apply for a placement with our *Nazareth House – Caring for Disabled Children* project, we will send you a Personal Information Form which must be completed and returned to us before we can confirm your placement. We will normally be able to confirm your Nazareth House placement within a week of receiving your completed form
- 10.8. If you wish to make alterations to your placement once it has been confirmed, we will endeavour to make the changes, provided we receive your request in writing or by email, and there is sufficient time to do so. Where any changes you request result in additional costs, we will notify you before we proceed
- 10.9. Our volunteer fees are based on the South African Rand which are converted for display on our website in a number of major currencies. These currency amounts are based on regular exchange rate reviews
- 10.10. The amount that we quote to you after receiving your application is guaranteed against future increases. The foreign currency amount that you pay may differ depending on your chosen method of payment and the prevailing exchange rate at the time you make your deposit and/or balance payment.

11. PayPal and credit card payments

- 11.1. We accept MasterCard and Visa credit cards via PayPal
- 11.2. We also accept payments directly from your PayPal account
- 11.3. PayPal process all credit card transactions. All credit card transactions are 128-bit Secure Socket Layers (SSL) encrypted
- 11.4. PayPal 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. PayPal Internet servers are protected by firewalls and intrusion detection systems
- 11.5. Via Volunteers does not have access to your credit card details
- 11.6. PayPal continually reviews and enhances its security in line with technological changes.

12. Pre-Departure Cancellation

- 12.1. If you cancel your placement more than 90 days prior to the commencement date of your placement, we will keep your deposit to cover the costs we have incurred on your behalf in arranging your placement, but you will not owe us any further fees.
- 12.2. If you cancel any placement between 30 - 90 days prior to the commencement date of your first placement, we will keep your deposit and invoice you for any payments that we have incurred on your behalf for accommodation and transportation. You will not owe us any further fees
- 12.3. If you cancel any placement less than 30 days prior to the commencement date of your first placement, we will keep your deposit and invoice you for any payments that we have incurred on your behalf for accommodation, transportation and project fees. You will not owe us any further fees
- 12.4. Notice of cancellation only takes effect when received by us in writing or by email.
- 12.5. If you have already paid your balance before making a cancellation as described in paras 12.1-12.4, we will deduct any payments that we have incurred on your behalf for accommodation, transportation and project fees, and refund the remaining amount to you via PayPal.

13. Problems during your placement

- 13.1. You are responsible for trying to sort out any personal problems that may arise during your placement, however, in the event that you experience any difficulties, we will be available and will do our best to assist you. We will also provide practical help should you need to return to your country of abode before completion of your placement as a result of illness or other personal reason (although you are financially responsible for the costs of this, either under your insurance policy or otherwise)
- 13.2. We will take all reasonable steps to arrange a safe placement with a consistent level of work throughout, but we cannot guarantee your level of work
- 13.3. You are responsible for taking every day common sense steps as an independent traveler to protect your safety on a day-to-day basis.

14. Your obligations

- 14.1. You must comply with any reasonable request by your placement or VIA. 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
- 14.2. You must not enter into any direct negotiations or contractual arrangement for employment during your placement. It is illegal for you to accept payment for work without a work permit
- 14.3. You must take care of and be responsible for any materials provided for your use by your placement. You are responsible for any damage or loss you cause to such materials (directly or through neglect).
- 14.4. You are responsible for any damage to your accommodation caused by you or any guest(s) of yours at your accommodation (directly or through neglect)
- 14.5. You must comply with the dress code and level of personal cleanliness that is required on your project.
- 14.6. You agree to carry out the duties assigned to you at your placement, and commit to your schedule as applicable, including some weekends and unusual hours if required.

15. Travel documents

- 15.1. It is your responsibility to ensure that you have a full and valid passport which will be valid for the duration of and for a period of at least 6 months after your placement
- 15.2. Before your arrival, we will send you an up-to-date itinerary and any contact numbers that you might need. We advise you to print a copy of this and keep it with you when you travel.

16. Inoculations and medical advice

- 16.1. No vaccinations are required for entry to South Africa unless you are travelling here via a country which is affected by Yellow Fever
- 16.2. It is your responsibility to ensure that you take appropriate medical advice from your doctor in respect of any medical conditions or illnesses that you suffer from. You must also ensure that you bring with you any necessary/recommended medication or medical equipment that is prescribed by your doctor
- 16.3. 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 that could compromise your health
- 16.4. Although medical conditions are very unlikely to preclude you from volunteering, it is important that you let us know of any conditions you may have before you arrive. This information will be treated in the strictest confidence and is needed only to ensure that our team are able to help you to the best of their ability in an emergency.

17. Accuracy of information

- 17.1. We believe that all statements made in our website and associated volunteer project guides, posters, brochures and leaflets are factual and correct at the time they were created. Every reasonable effort has been made to describe each placement and its associated amenities accurately
- 17.2. We cannot be held responsible for any changes that become known or happen at short notice. Nor can we accept liability for happenings outside our reasonable control. We undertake to advise you of any material changes known to us prior to your departure providing there is sufficient time to do so and we can contact you.

18. Unusual circumstances

- 18.1. Circumstances may arise which we, or the organisation responsible for your placement, could not, even with all due care, foresee or avoid (“unusual circumstances”). These may cause disruption or changes to or even the cancellation/curtailment 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
- 18.2. If such unusual circumstances are serious enough we will try to arrange another suitable placement for you at no extra charge, at another location where the unusual circumstances are not a problem. Because such unusual circumstances are a risk of travelling abroad, however, we cannot give any refunds or be responsible for any costs or expenses you incur as a result, whether you choose to accept any alternative placement offered or to return to your country of abode.

19. End of agreement

- 19.1. We have the right to terminate your placement and agreements with us if:
 - 19.1.i. The organisation responsible for your placement and/or we find that you are not fulfilling your obligations;
 - 19.1.ii. Your behaviour in our reasonable opinion or the reasonable opinion of the organisation responsible for your placement is causing danger or distress or significant difficulties for anyone at your placement including students or your fellow volunteers or workers;
 - 19.1.iii. You have continually refused to carry out the reasonable requests of your placement or Via Volunteers
 - 19.1.iv. You are discovered to have lied or failed to give complete information in any communications with or documentation provided to us or have acted in such a way that your actions are likely to bring us or the organisation responsible for your placement into disrepute or to otherwise cause any of us significant difficulties;
 - 19.1.v. You are found to be involved with illegal substances or are convicted of any criminal offence during the period of your placement or are discovered to have been convicted of any offence prior to starting your placement about which you have not notified us
 - 19.1.vi. If we or your project reasonably believe that you are in breach of these terms and conditions, you will be notified personally or in writing by way of a warning. The reasons for the warning will be stated clearly and you will be given a reasonable amount of time to alter your behaviour and/or the situation. If you do not comply with this request, then you will be served with a written notice from us to terminate our contract with you
 - 19.1.vii. In the event of circumstances referred to in clause 19.1.iv to 19.1.v, you may be served with a written notice from us to terminate our contract with you without prior warning
 - 19.1.viii. In the event of termination, you will be required to leave your project and vacate your accommodation immediately
 - 19.1.ix. In the event of termination in any of the circumstances referred to in clauses 19.1.i through to 19.1.v above you will have to make your own travel arrangements back to

your country of abode. We accept no responsibility for any costs, expenses, loss or other sum(s) of any description suffered as a result of this termination. You will receive no refund of any payments you have made

- 19.1.x. If you terminate your contract for personal reasons once you have started your placement but prior to its completion, this is your choice, and you are responsible for the consequences of that decision. We will not be responsible for any costs, expenses, loss or other sum(s) of any description you incur or suffer as a result; and will not be able to give you any refund of any payments you have made.

20. Complaints Procedure

- 20.1. If you have a problem whilst you are on your placement, we recommend that you should initially try and resolve it with your project's volunteer coordinator, as they are on the ground and will be able to deal with any problems most quickly and effectively
- 20.2. If you are unsuccessful in resolving the problem as per para 20.1, then you should contact VIA Head Office in Cape Town for advice and/or assistance
- 20.3. If you have followed the steps outlined in paras 20.1 - 20.2 and remain unhappy you should email or write to us, detailing the nature of your problem or complaint within 60 days of the event that gave rise to your problem or complaint
- 20.4. We will acknowledge receipt of your complaint within 5 working days. A full reply may take longer depending upon the nature of the problem or complaint
- 20.5. Any claim under these conditions must be properly documented and proof showed that services were not received.

21. General

- 21.1. Nothing in these conditions is intended to exclude or limit our liability to you for death or personal injury caused by our negligence or that of our employees (providing they were at the time acting within the course of their employment), or for fraudulent mis-statement, or where we are not allowed to exclude or limit our liability by law
- 21.2. If any wording in these conditions for any reason is held by a court to be unfair, illegal or unreasonable and therefore not enforceable, it will not bind you. The rest of these conditions will still continue to bind both you and us as applicable
- 21.3. No waiver by a party of any breach, failure or default in performance by the other party, and no failure, refusal or neglect by a party to exercise any right hereunder or to insist upon strict compliance with or performance of the other party's obligations under this Agreement, shall constitute a waiver of the provisions of this Agreement and a party may at any time require strict compliance with the provisions of this Agreement
- 21.4. This Agreement constitutes the entire agreement between the parties who acknowledge there are no other oral or written understandings or agreements between them relating to the matter of this Agreement. No amendment, cancellation or other modification of this Agreement shall be valid or binding on a party hereto unless reduced to writing and executed by both parties hereto
- 21.5. This Agreement shall be governed by and in accordance with the laws of the Republic of South Africa.
- 21.6. All the provisions of this Agreement shall be severable, and no provision shall be affected by the invalidity of any other provision of this Agreement
- 21.7. 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
- 21.8. The Volunteer acknowledges that he/she has entered into this Agreement after making an independent investigation and that VIA 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

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