GLOBAL VILLAGE VOLUNTEER PROGRAM TERMS & CONDITIONS

Before submitting your application to the Global Village Volunteer Program (the "Program"), please be aware that successful applicants (referred to as "You" or "Volunteers") are subject to the following terms and conditions.

By clicking "I agree" You confirm that You understand, agree to and accept all terms and conditions contained here.

- 1. GENERAL
 - 1.1. You agree to work as a Global Village Volunteer and engage in the activities related to being a Volunteer with the Global Village Volunteer Program (the 'Program'), facilitated by Arc @ UNSW Ltd. ('Arc'), a non-profit organisation in the State of New South Wales.
 - 1.2. Arc relies on third party service providers to deliver the Program, including airlines, insurance providers, ground transport operators, accommodation providers and the overseas host organisation.
 - 1.3. All services and accommodation are subject to the laws and conditions of the country in which they are provided. Volunteers must comply with all applicable laws of the countries which are visited in the course of the Program, as well as any terms and conditions set by third party service providers.
 - 1.4. Volunteers are aware and accept that the standard of living, including food, hygiene and accommodation in the relevant country may be below the general standards of their own country.
 - 1.5. Any information provided by Arc about visas, vaccinations, healthcare, climate, baggage, group sizes and special equipment is given in good faith and is based on information available at the time. This information is provided by a third party and Arc makes no warranties as to its accuracy.
 - 1.6. Arc requires all Volunteers to sign a Release & Waiver of Liability form, which releases Arc from any liability or responsibility for the Volunteers' health & safety; or for any loss or damage to property; or any third party's property or persons, howsoever or when caused.
 - 1.7. Arc shall not be responsible for or deemed to be in default by reason of delays in or failure to provide the Program due to causes beyond its reasonable control e.g. civil war, insurrections, strikes, riots, fires, floods, explosions, natural disasters, serious accidents, acts of government, acts of God or the public enemy, failure of transportation, epidemics, or quarantine restrictions.
 - 1.8. Arc does not own, operate or control any of the service providers that may deliver transportation, accommodation, meals, activities and other goods and services connected with the Program. Arc accepts no liability for the provision of such services, and makes no warranty as to their quality and standard.
 - 1.9. All Volunteers are expected to follow all rules and regulations, safety instructions and reasonable directions given by Arc staff, representative and any third party service providers which may be involved in delivering the program.
 - 1.10. The Program may visit public venues under conditions beyond Arc's control, and some activities may take place at remote locations without immediate medical assistance available, or where communication, transportation or evacuation may be subject to delay.

2. PAYMENTS, CANCELLATIONS & REFUNDS

- 2.1. Once accepted into the Program, You are required to pay to Arc a fee to participate in the Global Village Volunteer Program. This fee will cover flights and transportation to the work site from Sydney Airport, Australia; other transportation costs related to participation in the Global Village Volunteer Program; food and accommodation related to participation in the Global Village Volunteer Program; and costs related to Projects conducted by the Global Village Volunteer Program. This fee is not set by Arc, and is only for costs involved;
- 2.2. The payment of fees or part thereof (including deposit) is confirmation of Your intention to participate in the Global Village Volunteer Program.
- 2.3. Obtaining a valid visa (when required) and providing all appropriate documentation to the destination country is the responsibility of the Volunteer and is not included in any of the costs quoted by Arc. Arc is not responsible for delays, problems or losses resulting from a Volunteers' failure to do so.
- 2.4. You understand and agree that should You need to cancel Your participation (or should Your placement be terminated in accordance with these terms and conditions), Arc's ability to refund money is based on the individual external operator's refund policy, i.e. no refund will be given where any part of Your payment has been used to make non-refundable reservations.
- 2.5. If You wish to cancel Your placement in the Program, You must inform Arc in writing as soon as possible.
- 2.6. You acknowledge that the Program is subject to a range of circumstances and conditions that may not meet Your expectations and that Arc has no reasonable control over. Accordingly, Arc is under no obligation to refund any part of the costs paid by You if You are not satisfied with any aspect of the Program irrespective of the reason.

3. VOLUNTEER OBLIGATIONS

- 3.1. Final acceptance into the Program is contingent on Arc receiving all necessary payments and approving Your completed Volunteer Forms.
- 3.2. All required Volunteer forms (including the Release & Waiver of Liability which forms part of these Terms and Conditions of Your acceptance into the Program, a copy of which is available on the Arc <u>website</u>) must be completed in full and returned to Arc no later than the date advised by Arc. Should this condition not be met, Arc reserves the right to cancel Your place in the Global Village Volunteer Program. Any money paid by You will only be refunded as per Clause 2.4.
- 3.3. Volunteers are required to attend mandatory induction/training sessions. These sessions contain vital information about the Program and is Your opportunity to ask questions. Failure to attend may result in Your removal from the Program.
- 3.4. Volunteers warrant that all information provided to Arc is accurate and truthful.
- 3.5. Volunteers must inform Arc of any medication requirements, allergies and any other physical or mental condition or limitation that might disable or make a Volunteer unfit or unable to perform or safely complete the Program. Arc reserves the right to exclude or remove a Volunteer from the Program should Arc become aware of any relevant non-disclosure.
- 3.6. Volunteers of the Program are covered under the *Arc Voluntary Workers Personal Accident Insurance* policy. This policy covers physical injuries only. It is each Volunteers' responsibility

to take out an appropriate level of travel insurance cover to protect against any additional loss or damage that may not be covered under Arc's insurance. Volunteers who elect not to arrange additional insurance cover, do so at their own risk.

- 3.7. Medical decisions are the responsibility of each Volunteer. Decisions about relevant safety precautions and vaccinations should be made in consultation with a doctor.
- 3.8. Volunteers are responsible for making sure their passports are up to date and for securing any necessary visas. In many cases, Your passport must be valid for a minimum of six months beyond Your stay in the country You are visiting. Arc is not responsible for any delays, problems or losses resulting from a Volunteers' failure to obtain a visa, or satisfying any other entry requirements as dictated by the host country.

4. ASSUMPTION OF RISK AND WAIVER OF LIABILITY

- 4.1. Participation in the Program is voluntary, and Volunteers expressly assume any and all risks (whether inherent or not, and whether listed or not) associated with the Program activities which may lead to loss, injury, disability or death.
- 4.2. Volunteers understand that participation in the Program may involve the following risks, including but not limited to sickness, slipping, falling, allergic reactions, unaccustomed physical exertion, changes in weather conditions, inadequate supervision, failure in vehicles, equipment and facilities, collisions with natural and man-made objects, variations in terrain, the actions of other individuals and wildlife, and other events outside Arc's control.
- 4.3. The Program may also involve inherently dangerous activities associated with overseas travel, including travelling to and from locations which pose risks from terrorism, war, insurrection, or criminal activities. In order to protect its employees and Volunteers in all countries around the world, it is Arc's policy that it will not pay ransom or make any other payments in order to secure the release of hostages.
- 4.4. Volunteers, their heirs, executors, administrators, successors, and/or assigns agree to:
 - a. Release Arc, its agents and employees from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, with respect to any bodily injury, personal injury, illness, death, financial loss, or property damage resulting from the activities of the Volunteers participation in the Program.
 - Defend, indemnify and keep indemnified Arc, its agents and employees from any and all liabilities incurred in respect of any claim or cause of action (including negligence), including legal fees and expenses of litigation, on account of any personal injury, death, loss of health, financial loss, damage to property or any other loss or damage caused or contributed to by the Volunteer.
- 4.5. All Volunteers will be required to sign and return a Release and Waiver of Liability expressly accepting these risks before being allowed to travel and releasing Arc from liability for any property loss, personal physical or mental injury, or death caused by or during the Program.

5. TERMINATION BY ARC @ UNSW LTD.

5.1. Please note that Arc reserves the right to decline to accept any person as a Volunteer, or to require any Volunteer to withdraw at any time, when such action is determined by the appropriate Arc staff member to be in the best interests of the health, safety, and general welfare of the Program or the Volunteer.

- 5.2. The Team Leader of the Project and/or the Project Coordinator reserves the right to instruct any Volunteer to return to Australia and/or leave the Project where in his/her absolute opinion the Volunteer is not performing their duties in a proper manner; their presence is disruptive and contrary to what is expected of a Volunteer on a Global Village project, they engage in any act that is contrary to the laws and customs of the area in which the Program is being conducted; or the team leader becomes concerned about the health or safety of the Volunteer.
- 5.3. Gross misconduct, use of drugs, failure to disclose a serious health concern and/or dangerous or offensive behaviour may result in immediate removal from the Program at the Volunteer's own cost and with no right of refund or appeal.
- 5.4. Volunteers will be required to replace any property that is lost or damaged through his/her careless or otherwise negligent behaviour.

6. PHOTOGRAPHIC RELEASE

- 6.1. Arc reserves the right to use any photographs, video or audio recordings (which may include a Volunteers' identity or likeness) provided to Arc or taken by Arc, during or after the program, for any legitimate purpose without further approval from the Volunteer.
- 6.2. Volunteers agree to release Arc from any and all claims and demands arising out of or in connection with the use of their identity or likeness, including but not limited to, claims for invasion of privacy, defamation, or financial compensation.
- 6.3. Arc will not identify any Volunteer by name unless specifically authorised to do so.
- 7. OTHER
 - 7.1. This agreement (which includes the Waiver of Liability form) is intended to be as broad and inclusive as permitted by the laws of New South Wales, Australia, and shall be governed by and interpreted in accordance with the laws of the State of New South Wales. In the event that any clause or provision of this agreement be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions which shall continue to be enforceable.