

Terms and Conditions of Light of Maasai Volunteer Programme

TERMS AND CONDITIONS

THIS DEED is made on the day of application and becomes legally binding upon payment of booking deposit.

BETWEEN

1. **YOU**, (the "**Participant**") as detailed in your application.

and

2. **THE LIGHT OF MAASAI** ("**Light of Maasai**") whose address is 201 Mount Prospect Avenue, Clontarf, Dublin 3, Ireland, a charity registered in the Republic of Ireland under Charity No CHY 18519.

This is an important document. We have attempted to state the terms of this Deed in a clear and concise manner, but if there is anything the Participant does not understand or wishes to have explained, the Participant should seek independent legal advice.

Deed for participation in Light of Maasai's Programme:

1 INTERPRETATION

In this Deed:

- 1.1 the term "**Programme**" means any expedition, project, course, trip, or other activity anywhere throughout the world, arranged by Light of Maasai from time to time; The term "**Programme Leaders**" means the Light of Maasai representative(s) in Rombo, Kenya and the leader(s) on the Programme, to whom the Participant must report and whose rules the Participant must abide by; The term "**Service**" means the services, as set out in clause 2 below, to be provided by Light of Maasai to the Participant. "**Project Staff**" shall mean the employees, representatives and/or other agents that are responsible for or otherwise in charge of the Project for which Participant is providing volunteer services hereunder. "**Light of Maasai Volunteers' House**" shall mean the house in Rombo, Kenya (or such other accommodation as may be selected by Project Staff) where volunteers will live and carry out some of their volunteering tasks;
- 1.2 the headings in this Deed are for convenience only and should not affect their interpretation.

2 THE SERVICE PROVIDED

- 2.1 Light of Maasai shall provide the Service described below to the Participant, subject to the terms of this Deed.
- 2.2 Light of Maasai reserves the right to refuse to offer the Service to anyone for any reason.
- 2.3 The Service shall consist of:
 - 2.3.1 arranging pre-departure briefings through a meeting with Light of Maasai organisers one month before departure, or as required,

online at Light of Maasai's website <http://www.lightofmaasai.org> or on the telephone; and

2.3.2 providing accommodation in the Light of Maasai's Volunteers' House and food during the period of the Participant's involvement in the Programme. Light of Maasai shall arrange transfers from Nairobi airport for Participants who want to take the Light of Maasai taxi. However, this cannot be guaranteed, and Participants may in some cases have to make their own arrangements. Light of Maasai takes no responsibility for Participants who choose to fly or take the bus. Light of Maasai responsibility only begins when volunteers are met by a member of Light of Maasai Project Staff.

3 THE PARTICIPANT'S OBLIGATIONS

- 3.1 By participating in a Light of Maasai Programme the Participant accepts that he / she will be subjected to various physical and emotional demands. Participants are aware and accept that the standard of living, including food, hygiene and accommodation in Kenya are below the standards of their own country.
- 3.2 The Participant is responsible for his/her own travel arrangements, expenses and insurance during the Programme. The Participant is obliged to secure travel and medical insurance to protect the Participant against losses caused by travel arrangement cancellation, loss or damage of baggage, non-refundable airfare and/or emergency medical expenses.
- 3.3 In the event that Light of Maasai advances any monies to or on behalf of the Participant, the Participant shall reimburse such monies to Light of Maasai immediately upon conclusion or termination of the Programme.
- 3.4 It is a condition of booking that all Participants have a valid travel insurance policy to cover the entire duration of their trip which extends to include manual conservation and volunteer work. If you are unable to provide documentary evidence of a valid insurance, your booking may be cancelled at the sole discretion of Light of Maasai without any refund.
- 3.5 The Participant represents and warrants that all information and records provided to Light of Maasai relating to the Participant, the Participant's medical history and the Participant's medical statement are accurate and truthful and provide Light of Maasai with a clear indication of the Participant's state of physical, emotional and mental health.
- 3.6 The Participant understands that he/she is under a duty to inform Light of Maasai in advance of the Programme of any medication requirements, any allergies and any other physical or mental condition or limitation that might disable or render the Participant unable to perform or safely complete the Programme.
- 3.7 The Participant is the best judge of his/her own condition and limitations, and the Participant acknowledges the incumbent obligation on him/her to fully disclose the extent of any conditions or limitations.
- 3.8 The Participant represents, warrants and affirms that he/she has discussed this Programme, its remote location, potential risks and physical and mental demands with his/her personal physician, and that the Participant is physically and emotionally fit and able to undertake this Programme.

- 3.9 The Participant agrees to notify Light of Maasai of any physical and medical condition prior to signing this Agreement and also to immediately notify Light of Maasai of any changes in his/her physical and medical condition occurring after the Participant's signing of this Agreement.
- 3.10 Light of Maasai reserves the right to require documentation from a doctor or specialist verifying that the Participant is fit and able to undertake this programme and Light of Maasai reserves the right to reject a booking on the grounds of the doctor's comments.
- 3.11 Light of Maasai shall not in any event be held liable for any consequence arising out of the Participant's failure to take advice or medication as prescribed by a medical practitioner both prior to departure and during the Programme.
- 3.12 Light of Maasai reserves the right to reject applicants who require special medical care following due consideration.
- 3.13 The Participant acknowledges and agrees that Light of Maasai reserves the right to accept or reject any person as a Participant at any time, or to require a Participant to withdraw from a Programme at any time if it is determined in a Programme Leaders sole discretion that it is the best interest of the Participant's health and safety, and/or in the best interest of the Programme in general.
- 3.14 The Participant agrees to take personal responsibility for insuring the Participant's own personal effects and Light of Maasai cannot be held liable for any loss or damage of personal effects.
- 3.15 The Participant is responsible for ensuring that he / she has any necessary visa, permits and vaccinations, a valid passport which shall remain valid for the duration of time as may be required by the country issuing the Participant with a visa, and that he / she has obtained and supplied all relevant valid documentation for the Programme in terms of travel documents and medical documents.
- 3.16 Light of Maasai cannot be held responsible for a country's decision to refuse entry, exit or the right of passage (national and local laws governing immigration). All Participants must ensure that they contact the relevant Embassy to acquire the relevant Visa or Tourist Permit prior to commencing the Programme.
- 3.17 The Participant shall comply with all relevant laws, regulations and customs of the countries visited during the Programme. In the event of a contravention of these laws, the Programme Leader or Light of Maasai shall have the right to require the Participant to leave the Programme and no liability on the part of Light of Maasai shall arise whatsoever.
- 3.18 The Participant will at all times respect and follow local laws and culture of Kenya and behave in a responsible and courteous manner. Each Participant has a duty of care to each other, to local people, to Kenya nationals participating in the Programmes and to Light of Maasai. The Participants shall follow the reasonable instructions of the Programme Leaders during the Programme.
- 3.19 As representatives of Light of Maasai within Kenya, the Participant must respect Light of Maasai's aims and objectives and not wilfully or recklessly seek to damage relations between Light of Maasai, the Programme and/or

Kenya. The Participant must not misrepresent Light of Maasai in any way which would seek to undermine or damage relations between Light of Maasai and Kenya.

- 3.20 The Participant shall at all times respect and follow the health and safety procedures as set out by Light of Maasai, the Programme leaders and/or the representative in Kenya.

4 FEES

- 4.1 Subject to any special terms agreed, the Participant must pay Light of Maasai's standard fees. Please note that fees shown within any printed material are subject to change. However, fees will not be subject to change once booking has been confirmed.
- 4.2 The deposit payment is due 3 months in advance of departure for volunteer programme. Deposits are currently 50% of total fees due.
- 4.3 On payment of deposit, the outstanding balance of fees will be due on arrival in Rombo, Kenya.
- 4.4 Any deposit paid shall become non-refundable if a volunteer cancels within two weeks of his/her departure date. If, for any reason, the Participant does not meet these payment deadlines, then Light of Maasai reserves the right to offer the Participant's placement to someone else, without any refund to the Participant.

5 WARRANTIES, LIABILITIES AND ASSUMPTION OF RISK

- 5.1 Light of Maasai warrants to the Participant that the Service will be provided using reasonable care and skill and, as far as is reasonably possible, in accordance with the description of the Service.
- 5.2 Any information provided by Light of Maasai, 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 Light of Maasai.
- 5.3 Except in respect of death or personal injury caused by Light of Maasai's gross negligence, Light of Maasai's responsibility for any representation (unless fraudulent), or any other act or omission shall not exceed the amount of Light of Maasai's fees as set out in Clause 4.1 for the provision of the Service.
- 5.4 In particular Light of Maasai shall have no responsibility for any activities undertaken by the Participant outside the scope of those directly relating to the Programme. No warranty is given in respect of any activities outside the scope of those relating to the Programme 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 Light of Maasai, its employees or agents.

- 5.5 The Participant understands that certain risks may arise, including, but not limited to, hazards of travelling to, and in, remote areas; travel by automobile, motorcycle, 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. The Participant hereby asserts that he/she knows, understands and appreciates these and other risks inherent in the Programme and asserts that his/her participation is completely voluntary and assumes all risk associated with the Programme and will hold Light of Maasai and its agents and employees harmless from and indemnify them for any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, which may arise in connection with the Participant's participation in this Programme, any activities arranged by or for the Participant by Light of Maasai, its agents or employees, emergency medical care if considered essential by the most qualified in-situ personnel. The Participant further expressly agrees 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 Deed shall further extend to the Participant's heirs, personal representatives, successors and assigns.
- 5.6 The warranty contained in this section is the sole and exclusive warranty as to the Service provided hereunder, and shall supersede any express or implied warranties, in fact or law, including, without limitation, warranties of merchantability or fitness for a particular purpose and Light of Maasai will not be liable under any circumstances with respect to any subject matter of this Deed 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 Light of Maasai has been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this Deed, in no event will Light of Maasai's cumulative liability to the Participant arising out of or relating to this Deed, whether based in contract, negligence, strict liability, tort or other legal or equitable theory exceed the total fees, as set out in clause 4.1, actually paid under this Deed.

6 COMPLAINTS

- 6.1 If the Participant wishes to make a complaint in relation to the Programme, he/she shall bring the complaint to the attention of the Programme Leader or the representative in Kenya, who shall use his/her reasonable efforts to resolve the complaint within a reasonable time.
- 6.2 If the Programme Leader or the representative in Kenya is unable to resolve a serious complaint, and the Participant leaves the Programme before the completion date, the Participant shall provide the Programme Leader or the representative in Kenya with a written version of events prior to the Participant's departure.
- 6.3 No compensation shall be given to the Participant, unless there are extreme circumstances, which shall be determined at the sole discretion of Light of Maasai. The Participant agrees that under no circumstances shall

Light of Maasai be liable for damages or compensation arising from any claim related to the termination of the Programme by Light of Maasai representatives or the assessment of inconvenience, disappointment, discomfort or loss of enjoyment.

7 PHYSICAL AND INTELLECTUAL PROPERTY

- 7.1 All equipment and resources provided by Light of Maasai both prior to and throughout the duration of the Programme remain the property of Light of Maasai and must be returned on completion of the Programme.
- 7.2 The Participant shall replace, or provide monetary compensation of an equivalent value, any property that is lost or damaged through his/her careless or otherwise negligent behaviour.
- 7.3 All research, data, reports, photographs and documentation relating to the Programme and Light of Maasai projects provided by Light of Maasai, shall remain the property of Light of Maasai without compensation or further recourse to the Participant. Light of Maasai retains the rights over the use and dissemination of such materials for its commercial and promotional purposes, including, but not limited to, the posting of any photographs containing an image of the Participant while on the Programme on its website, brochures, or other marketing, promotional or informational medium.

8 DATA PROTECTION

- 8.1 It may be necessary for Light of Maasai to pass data about the Participant to countries outside of the European Economic Area (EEA) from time to time. The Participant hereby agrees that Light of Maasai may disclose his/her personal data, including any sensitive personal data such as relevant medical history, to the Programme Leaders and any other representatives in Kenya.
- 8.2 From time to time Light of Maasai shares Participant contact information with other Participants in order to enhance pre-departure support, allow direct communication between participants on similar programmes and allow prospective Participants to communicate with former Participants. The Participant hereby agrees that Light of Maasai may disclose his/her contact information to other Participants or potential Participants.

9 TERMINATION AND EXPULSION

- 9.1 Light of Maasai reserves the right to deny from participating in or otherwise to expel from the Programme any Participant who is in breach of any term of this Deed.
- 9.2 Without prejudice to the generality of clause 9.1 above the following will result in automatic expulsion :
- 9.2.1 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 state where the acts take place;
 - 9.2.2 Displaying cruel, thoughtless or rude behaviour or committing acts which could injure or harm a member of the Programme (including a staff member), or any other person;
 - 9.2.3 Disobeying Light of Maasai's, the Programme Leader's or the representative in Kenya's instructions in relation to health and safety;
 - 9.2.4 Committing an act or displaying behaviour which could jeopardise future Light of Maasai Programmes within Kenya or lead to the souring of relations between Light of Maasai and the host communities or country; and
 - 9.2.5 Breaking local laws. Please note this list is not exhaustive.
- 9.3 Expulsion will be carried out by the Programme Leader at Light of Maasai's own discretion and is not subject to appeal.
- 9.4 In all such cases the Participant will not be entitled to any reimbursement from Light of Maasai, nor will Light of Maasai be responsible for any additional costs incurred by the Participant as a result of expulsion.

10 CURRENCY AND CANCELLATION

- 10.1 The Participant will be entitled to cancel this Deed at any time up until 2 weeks before departure. In the event of timely cancellation, the Participant shall be entitled to a refund of the deposit. In the event of cancellation after the deadline above, the Participant shall not be entitled to a refund of any monies paid.
- 10.2 Light of Maasai reserves the right to cancel or curtail the Programme if, in its sole discretion, it believes that circumstances warrant it. This shall include cancellation because of Force Majeure (as described below). In the event of cancellation of the Programme, the Participant shall be entitled to any monies paid less any irrecoverable expenditure on the part of Light of Maasai which has already been spent in relation to the preparation of the Programme.
- 10.3 If Light of Maasai cancels the Programme, if practicable, the first recourse shall be to place the Participant on a similar Programme at a later agreed date. Light of Maasai shall use reasonable efforts to match such a Programme with the Participant's preferences and availability.
- 10.4 In all of the above cases, either party shall give written notice to the other of cancellation, and any refund or alternative placement, if any, given to

the Participant shall be considered to be in full and final settlement of all and any liability owed by Light of Maasai to the Participant.

11 FORCE MAJEURE

Notwithstanding any other provision of this Deed, Light of Maasai shall not be deemed to be in breach of this Deed or otherwise be liable for any delay in performance or non-performance of any of its obligations under this Deed 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.

12 UNDER 21

If you will be under 21 at the time of travel, you must be accompanied by a legal guardian.

13 GENERAL

- 13.1 This Deed constitutes the entire agreement between the parties and shall apply to all Programmes and/or other courses provided by Light of Maasai and undertaken by the Participant. The invalidity or unenforceability of any particular provision of this Deed shall not affect the other provisions of this Deed.
- 13.2 Any notice required or permitted to be given by one party to this Deed to the other shall be in writing addressed to that other party: in the case of Light of Maasai, its registered office or principal place of business, in the Participant's case to the Participant's address as stated in this Deed or being given to the Participant in person or by delivery to the Participant's last known place of residence outside the jurisdiction of the Republic of Ireland.
- 13.3 No waiver by either party of any breach of contract by the other shall be considered as constituting the waiver of any subsequent breach of contract or any other provision of this Deed.
- 13.4 Irish Law shall apply to this Deed and the parties agree to submit to the exclusive jurisdiction of the Irish Courts.

I HAVE READ THE WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT CONTAINED IN SECTION 5.5 OF THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY COMPLETION OF MY APPLICATION TO AGREE TO A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

THIS DOCUMENT has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SIGNED and DELIVERED as a DEED

by:

PARTICIPANT

in the presence of

witness signature

witness name

witness occupation

If the Participant is under 21 years of age
the witness must be your guardian

Please send a copy of the ID page of your passport with completed application forms including a signed copy of the terms and conditions to:

email to david@lightofmaasai.org

or post to

Light of Maasai Volunteer Programme,

201 Mount Prospect Avenue,

Clontarf

Dublin 3.

Ireland