



# LEO WILDLIFE CONSERVATION VOLUNTEERS

## Terms and Conditions

### Booking Terms and Conditions

THIS AGREEMENT is made the 13<sup>th</sup> of December 2007 BETWEEN

1) (Name) of (Address)

and

2) LEO Wildlife Conservation volunteers CC whose address is Rubbervale farm, Gravelotte, 0895, Limpopo under Company No 2008/114759/23

This is an important document. We have attempted to state the terms of this Agreement in a clear and concise manner, but if there is anything the volunteer does not understand or wishes to have explained, the volunteer can contact LEO at (082) 4105539 or [enquiries@leoafrika.org](mailto:enquiries@leoafrika.org)

Agreement for participation in LEO Wildlife Conservation Volunteers (hereafter LEO):

### 1. The Service Provided

- 1.1 LEO shall provide the Service described below to the Volunteer, subject to the terms of this Agreement.
- 1.2 LEO reserves the right to refuse to offer the Service to anyone for any reason.
- 1.3 The Service shall consist of:
  - 1.3.1 organising and setting up a research programme;
  - 1.3.2 arranging suitable accommodation and food during the period of the Volunteer's involvement in the Programme. LEO shall assist arrange for transfers to and from the airport on a Tuesday only. However, this cannot be guaranteed, and Volunteers may in some cases have to make their own arrangements.
  - 1.3.3 arranging the provision of programme equipment, training and training materials relevant to the programme;

### 2. The Volunteers's Obligations

- 2.1 By participating in the LEO programme the Volunteers accepts that he / she will be subjected to various physical and emotional demands.

- 2.2 The Volunteer is responsible for his/her own travel arrangements, expenses and insurance during the Programme. The Volunteer is obliged to secure medical insurance to protect Volunteer against emergency medical expenses. In the event that LEO advances any monies to or on behalf of the Volunteer, the Volunteer shall reimburse such monies to LEO immediately upon conclusion of the Programme.
- 2.3 The Volunteer represents and warrants that all information and records provided to LEO relating to the Volunteer, the Volunteer's medical history and the Volunteer's medical statement are accurate and truthful and provide LEO with a clear indication of the Volunteers's state of health.
- 2.4 The Volunteer understands that he/she is under a duty to inform LEO 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 Volunteer unable to perform or safely complete the Programme. The Volunteer is the best judge of his/her own condition and limitations, and Volunteer acknowledges that it is incumbent on him/her to fully disclose the extent of any conditions or limitations. The Volunteer 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 Volunteer is physically and emotionally fit and able to undertake this Programme. The Volunteer agrees to notify LEO of any changes in his/her physical and medical condition occurring after the Volunteer's signing of this Agreement. LEO shall not in any event be held liable for any consequence arising out of the Volunteer's failure to take advice or medication as prescribed by a medical practitioner both prior to departure and during the Programme. LEO reserves the right to reject applicants who require special medical care. LEO also reserves the right to reject a booking on the grounds of the doctor's comments on the medical form. The Volunteer acknowledges and agrees that LEO reserves the right to accept or reject any person as a Volunteer at any time, or to require a Volunteer to withdraw from an Programme at any time if it is determined in an Programme Leaders sole discretion that it is the best interest of the Volunteer's health and safety, and/or in the best interest of the Programme in general.
- 2.5 The Volunteer agrees to take personal responsibility for insuring the Volunteer's own personal effects and LEO cannot be held liable for any loss or damage of personal effects.
- 2.6 The Volunteer is responsible for ensuring that he / she has a valid identity document, and has obtained and supplied all relevant valid documentation for the Programme in terms of travel documents and medical documents.
- 2.7 The Volunteer shall comply with all relevant laws and regulations. In the event of a contravention of these laws, the programme Leader or LEO shall have the right to require the Volunteer to leave the programme and no liability on the part of LEO shall arise whatsoever.
- 2.8 Volunteers shall follow the reasonable instructions of the programme Leaders during the programme
- 2.9 As representatives of LEO, the Volunteer must respect LEO's aims and objectives and not wilfully or recklessly seek to damage the reputation of LEO.
- 2.10 The Volunteer shall at all times respect and follow the health and safety procedures as set out by LEO and the Programme leaders.

### **3. Charges**

3.1 Subject to any special terms agreed, the Volunteer must pay LEO's standard charge as explained in the "Duration, Group Size and Prices" section as published on LEO's website [www.LEOafrica.org](http://www.LEOafrica.org). Please note that costs shown within LEO's website or literally are subject to change and as such all final payments shall be displayed on LEO's website. Once a Volunteer has confirmed their booking and paid the deposit, they shall pay the remaining sum which was the published price as at the time of booking or the payment option agreed upon between the Volunteer and LEO.

3.2 The non-refundable deposit payment of 50% of the total cost shall be payable by the Volunteer to LEO immediately upon receipt of the confirmation of booking.

3.3 The outstanding balance must be paid by the Volunteer no later than 4 weeks prior to departure or according to the payment option agreed upon between the Volunteer and LEO. If, for any reason, the Volunteer does not make full payment by the agreed date, then LEO reserves the right to offer the Volunteer's placement to someone else, without any refund to the Volunteer. Failure to timely pay the outstanding balance will result in the Volunteer's placement to be cancelled, without liability on the part of LEO.

#### **4. Warranties, Liabilities and Assumption of Risk**

4.1 LEO warrants to the Volunteer 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.

4.2 Any information provided by LEO, including but not limited to information about 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 LEO.

4.3 Except in respect of death or personal injury caused by LEO's gross negligence, LEO's responsibility for any representation (unless fraudulent), or any other act or omission shall not exceed the amount of LEO's charges as set out in Clause 4.1 for the provision of the Service. Any liability by LEO and/or its employees is limited to the amount that will be paid out in such a case by LEO's insurance which have been concluded in the name of LEO. If no compensation is received from the Insurance, then any and all liability whatsoever, including without limitation, claims grounded in negligence, is hereby limited to a maximum amount of R25 000.

4.4 In particular LEO shall have no responsibility for any activities undertaken by the Volunteer 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 Volunteer'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 Volunteer that were not arranged or procured by LEO, its employees or agents.

4.5 Volunteer understands that certain risks may arise, including, but not limited to, hazards of dangerous game, travelling in remote areas; travel by automobile, van, bus, plain, train or any other means of conveyance; the forces of nature; civil disturbances; national or international conflicts; terrorism; accident or illness in remote locations without immediate evacuation or medical facilities; or negligent acts of third parties. Volunteer 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 LEO and its 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 Volunteer's participation in this Programme or any activities arranged by or for Volunteer by LEO or employees. The Volunteer 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 agreement shall further extend to Volunteer's heirs, personal representatives, successors and assigns.

4.6 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 LEO 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 LEO has been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this agreement, in no event will LEO's cumulative liability to Volunteer arising out of or relating to this agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory exceed the total charges, as set out in clause 3.1, actually paid under this agreement.

## **5. Complaints**

5.1 If the Volunteer wishes to make a complaint in relation to the programme, he/she shall bring the complaint to the attention of the programme Leader, who shall use his/her reasonable efforts to resolve the complaint within a reasonable time.

5.2 If the programme Leader is unable to resolve a serious complaint, and the Volunteer leaves the programme before the completion date, the Volunteer shall provide the Programme Leader with a written version of events prior to Volunteer's departure.

5.3 No compensation shall be given to the Volunteer, unless there are extreme circumstances, which shall be determined at the sole discretion of LEO. The Volunteer agrees that under no circumstances shall LEO be liable for damages or compensation arising from any claim related to the assessment of inconvenience, disappointment, discomfort or loss of enjoyment.

## **6. Physical and Intellectual Property**

6.1 All equipment and resources provided by LEO both prior to and throughout the duration of the Programme remain the property of LEO and must be returned on completion of the Programme.

6.2 The Volunteer shall replace any property that is lost or damaged through his/her careless or otherwise negligent behaviour.

6.3 All research, data, reports, photographs and documentation relating to the Programme and LEO projects provided by LEO, shall remain the property of LEO without compensation or further reProgramme to Volunteer. LEO 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 Volunteer while on the Programme on its website, brochures, or other marketing, promotional or informational medium.

## **7. Termination and Expulsion**

7.1 LEO reserves the right to deny from participating in or otherwise to expel from the Programme any Volunteer who is in breach of any term of this Agreement.

7.2 Without prejudice to the generality of clause 8.1 above the following will result in automatic expulsion:

7.2.1 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;

7.2.2 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;

7.2.3 Disobeying LEO's, the Programme Leader's instructions in relation to health and safety;

7.2.4 Committing an act or displaying behaviour which could jeopardise future LEO Programmes or lead to the souring of relations between LEO and the host communities; and

7.2.5 Breaking laws.

7.3 Expulsion will be carried out by the Programme Leader at LEO's own discretion and is not subject to appeal.

7.4 In all such cases the Volunteer will not be entitled to any reimbursement from LEO, nor will LEO be responsible for any additional costs incurred by the Volunteer as a result of expulsion.

## **8. Currency of Agreement and Cancellation**

8.1 The Volunteer will be entitled to cancel this Agreement at any time up until 12 weeks before departure. In the event of timely cancellation, the Volunteer shall not be entitled to a refund of the deposit, but will be entitled to a refund of any other monies paid.

8.2 LEO 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 Volunteer shall be entitled to any monies paid less any irrecoverable expenditure on the part of LEO which has already been spent in relation to the preparation of the Programme.

8.3 If LEO cancels the Programme, the Volunteer will be entitled to a refund:

8.3.1 In the case of cancellation by LEO before departure, whether within or beyond LEO's control, the Volunteer shall be entitled to their deposit and any monies paid less R2000 to cover LEO's costs, and less any other irrecoverable expenditure on the part of LEO which has already been spent. LEO shall not be held liable for any incidental expenses incurred by Volunteer as a result of any other arrangements that Volunteer may have made; and

8.3.2 In the case of curtailment, the Volunteer shall be entitled to a reasonable proportion of the total charge from which any irrecoverable expenditure is deducted.

8.4 In all of the above cases where there is a cancellation, LEO's first recourse shall be to place the Volunteer on an alternative Programme. LEO shall use reasonable efforts to match any alternative Programme in accordance with the Volunteer's preferences.

8.5 In all of the above cases, either party shall give written notice to the other of cancellation, and any refund or alternative placement given to the Volunteer shall be considered to be in full and final settlement of all and any liability owed by LEO to the Volunteer.

**9. Force Majeure**

9.1 Notwithstanding any other provision of this Agreement, LEO 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.

**10. General**

10.1 This Agreement constitutes the entire Agreement between the parties and shall apply to all Programmes and/or other Programmes provided by LEO and undertaken by the Volunteer. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement.

10.2 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 LEO, its registered office or principal place of business, in the Volunteer's case to the Volunteer's address as stated in this Agreement or being given to the Volunteer in person or by delivery to the Volunteer's last known place of residence.

10.3 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 Agreement.

10.4 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1988 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

(For and on behalf of LEO)

I HAVE READ THE WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT CONTAINED IN SECTION 4.5 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 MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

(The Volunteer)