

## **Habitat for Humanity Great Britain Global Village Terms and Conditions**

### **Introduction**

Your contract is with Habitat for Humanity Great Britain which is a company limited by guarantee (registered number 3102626) and a registered charity (registered number 1043641).

Habitat for Humanity Great Britain arranges international volunteer projects whereby individuals ("Participants") stay in a local community and help build living accommodation for that community, as more fully described in section III.1.B below ("Global Village Build"). Your participation in a Global Village Build plays an important part in furthering our vision of a world where everyone has a decent place to live. Participants travel to serve and learn from the community which they visit. Participants bring their labour, fundraising, and a powerful message about the power of home. We want Participants to complete their Global Village Build as advocates for Habitat for Humanity Great Britain's work and to partner with us to help eradicate poverty housing.

Your participation in a Global Village Build trip is subject to these terms and conditions and the Habitat for Humanity Great Britain Payment Procedure and Cancellation Policy (see [here](#)), which you agree will govern the legal relationship between us. Please read these documents carefully as they set out our respective rights and obligations. They form the entire agreement between us.

### **Section I: Waiver Provisions**

#### **1. Released Parties**

Habitat for Humanity International, Habitat for Humanity Great Britain, the affiliated Habitat for Humanity entity in the destination country, affiliated Habitat for Humanity organisations, employees, volunteers, and agents are referred to below as the "Released Parties".

Nothing in these terms and conditions shall limit or exclude the Released Parties' liability for:

- A. any death or personal injury caused by the negligence of the Released Parties;
- B. fraud or fraudulent misrepresentation;
- C. any other liability which cannot be limited or excluded by applicable law. For the avoidance of doubt, this includes but is not limited to the obligations any of the Released Parties may have as 'organisers' under the Package Travel, Package Holiday and Package Tours Regulations 1992 (the "PTR") (further detail on the PTR obligations is given in clause 3 below), or any other relevant travel or consumer legislation.

Save as described in the paragraph above, the Released Parties are forever discharged and held harmless from any and all liability, claims, demands, costs and damages of any kind, whether arising from tort, contract or otherwise, which you or your heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue, arise from, or are in any way related to the Global Village Build with the Released Parties, including but not limited to personal injury, bodily injury, illness, property damage, loss or death, whether caused wholly or in part by the simple negligence (except in cases of death or personal/bodily injury/illness), fault or other misconduct of any of the Released Parties or of other volunteers, other than their intentional or grossly negligent conduct.

By agreeing to these Terms and Conditions, you knowingly assume the risk of injury, harm, damage and loss associated with the Global Village Build. You also understand that the Released Parties do not assume any responsibility for 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, except where the Released Parties are legally obligated to do so.

## 2. Assumption of Risk

Participation in a Global Village Build could include activities that may be hazardous, including, but not limited to, construction activities, loading and unloading of heavy equipment and materials, and local transportation to and from the work sites. The Global Village Build may involve 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 the policy of Habitat for Humanity Great Britain and its affiliates that it and they will not pay ransom or make any other payments in order to secure the release of hostages.

Activities may include work that may be hazardous to you, including, but not limited to, exposure to lead, asbestos, and mould, which may cause or worsen certain illnesses, especially if you do not wear protective equipment, are exposed for extended periods of time, or have a pre-existing immune system deficiency. Habitat for Humanity Great Britain and its affiliates have taken all reasonable steps to ensure that Participants visiting Global Village Build locations will not be exposed to lead, asbestos or mould. However, Participants must be aware that there may be some circumstances in which exposure to such hazards may still occur.

In making a booking you confirm that you understand and are prepared to accept any risk associated with the Global Village Build.

## 3. Our Liability

We will accept responsibility for the arrangements we agree to provide for you as “organiser” under the PTR. Subject to these booking conditions, if we or our suppliers perform or arrange your contracted Global Village Build arrangements negligently, taking into account all relevant factors, we will pay you appropriate and reasonable compensation if this has affected your enjoyment of the Global Village Build.

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage or expense, cost or any other claim of any description caused by a failure to perform this contract or the improper performance of this contract where such failure or improper performance is due to:

- A. Any act and/or omission on your part;
- B. Any act and/or omission of a third party unconnected with the provision of the contracted services and which are unforeseeable or unavoidable;
- C. Unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- D. An event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the price of the Global Village Build.

Our liability is also limited in accordance with and/or in an identical manner to: (i) the contractual terms of the organisations which provide the transportation for your travel arrangements, such terms being incorporated into this contract; and (ii) any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

When making any payment to you we are entitled to take into account any compensation which you have received or are entitled to receive from any other party in relation to the complaint or claim in question.

It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

Where any payment is made you must assign to us or our insurers any rights you may have to pursue any third party and must provide us and our insurers with all assistance we may reasonably require.

If delays occur en route to the destination of your Global Village Build, or missed or cancelled flights cause you to miss your rendezvous with the team, we will do everything reasonably possible to assist you in connecting with the team. However, we cannot be responsible for any loss, damage or expenses incurred because of flight problems.

#### **4. Authorisation for Release of Health Information**

You authorize the following entities to disclose my health information to Habitat for Humanity International, Inc., its affiliated companies, and their officers, directors, volunteers, agents, employees and their authorized representatives (for purposes of this paragraph, collectively "Habitat"): Chubb Limited, its affiliated companies, and any authorized representatives ("Company"). Your health information includes any and all information relating to my health which is in the possession of Company, including but not limited to medical and dental records, medical consultations, treatments, or surgeries; psychiatric or psychological care; use of drugs or alcohol; drug prescriptions; and communicable diseases, including HIV/AIDS.

The health information to be disclosed potentially includes personal and sensitive data including mental health, substance abuse, developmental disabilities, infectious/communicable diseases, privileged communications and genetic information. The disclosure to Habitat is for the following purposes: eligibility confirmation; claim submission facilitation; claim inquiry and dispute resolution; fraud detection; and audit and quality control services.

Agreeing to these Terms and Conditions is voluntary and is not required to receive benefits under any Company insurance policy. You may request a copy of these Terms and Conditions. The terms and conditions are valid for the longer of 12 months or the duration of any claim for benefits under any Company insurance policy, but in no event longer than 24 months. You may revoke this Authorization at any time by providing written notification to the Company at CHUBB North American Claims c/o CHUBB A&H Claims, One Beaver Valley Rd, Wilmington, DE. 19803. Such revocation shall not have any effect on actions that the Company and/or Habitat took in reliance on the Authorization prior to each receiving notice of the revocation.

## **Section II: Code of Conduct**

Habitat for Humanity Great Britain expects Participants to behave in a manner consistent with our core values. You must comply with the laws and regulations of the countries visited and comply with all reasonable instructions of the Team Leader relating to the safety and organisation of the Global Village Build. If in our opinion, or that of any of our suppliers, you are behaving in such a manner as to cause danger or distress to others or cause damage to property, your Global Village Build arrangements may be terminated by us or the supplier concerned. In such an event, we shall have no liability to you and will not be responsible for making any refunds, paying any compensation or meeting any costs or expenses you incur as a result. Furthermore, you must meet any expenses we incur as a result of your behaviour.

In addition to complying with all laws, regulations and Habitat for Humanity policies, all volunteers are expected to follow the volunteer code of conduct outlined below.

- A. Promote a respectful community:** Treat all volunteers, employees and community members with respect, courtesy, and dignity. This includes avoiding the use of insensitive or offensive language. Volunteers are also expected to refrain from engaging in physical or emotional violence toward others. Another key way volunteers can promote a welcoming, respectful environment is to make efforts to understand and honour the local culture and by following all rules and policies set forth by a program staff member or supervising volunteer.
- B. Prioritize site safety:** Safety rules and guidelines on the volunteer site have been created to keep you and others safe as you volunteer and must be followed. Activities that pose a

safety risk to yourself or others should be avoided. Report any unsafe working conditions to the onsite supervisor.

- C. **Uphold a zero-tolerance policy for alcohol, drugs and weapons:** The purchase or possession of drugs or weapons is strictly prohibited on Habitat for Humanity property and volunteer sites. The purchase or possession of alcohol is also strictly prohibited on Habitat for Humanity volunteer sites, even if permitted by local laws or by the laws of the volunteer's home country.
- D. **Model behaviour that respects the human rights of all people and protects beneficiaries and children from exploitation and abuse.** Habitat for Humanity has adopted the standards established by the United Nations to respect the human rights of all people and especially beneficiaries and children. Help model acceptable behaviour by making sure your actions reflect the standards Habitat for Humanity has adopted. Inappropriate physical or sexual relationships with other volunteers, staff, and community members should be avoided. And, at no time may volunteers engage in sexual activity with a child (a person under the age of 18 regardless of the legal age of consent) or any Habitat beneficiaries.
- E. **Follow the gift giving policy:** To avoid potential misunderstandings, embarrassment, injured feelings or jealousy, volunteers are asked not to exchange gifts with Habitat beneficiaries, staff members or community members without consulting Habitat staff. Volunteers may speak with a staff member about appropriate ways to exchange gifts and our staff is happy to suggest gifts that will benefit the entire community.
- F. **Safeguard Habitat assets:** Use reasonable care to protect and safeguard all Habitat for Humanity assets. Stealing, misappropriation or diversion of Habitat for Humanity funds, property, or other assets for personal benefit is not permitted nor is otherwise engaging in fraudulent activity regarding Habitat for Humanity's assets, operations, or beneficiaries.
- G. **Maintain confidentiality:** Build trust with other volunteers and Habitat for Humanity by respecting the confidentiality of volunteers, staff, Habitat beneficiaries, and community members. Unless you receive prior written approval from HFHI, you will not disclose confidential HFHI information or confidential information given to you by others.

## Section III: Policies and Information

### 1. The Global Village Build

A. **Price and Donation:** The price of a Global Village Build is stated at the time of booking and includes:

- All in-country meals, transportation and accommodation;
- Emergency medical and evacuation insurance;
- Administrative expenses; and
- A donation to support Habitat for Humanity Great Britain's work (which will be shared between Habitat for Humanity Great Britain and the relevant Habitat for Humanity charity in the host country).

Further detail on price is given in clause 6.

B. **The Global Village Build:** Participants will work with Habitat for Humanity Great Britain partners in the host country to build/renovate decent homes. Some teams may also work on incremental and innovative housing solutions such as water and sanitation programmes or community initiatives. The work teams do onsite is based on the needs of the project and the stage that construction work has reached. The work will depend on the nature of the country programme and the stage that the building/renovation programme has reached at the time of your participation in the Global Village Build. The emphasis is on teamwork and the expectation of Participants is that they will fully participate in team activities, promote good relations with fellow team members, respect cultural norms in the host country and act as ambassadors for Habitat for Humanity Great Britain at all times.

C. **Preparation for a Global Village Build:** After joining a Global Village Build, Participants will have regular contact from Habitat for Humanity Great Britain as well as the team leader for their Global Village Build ("Team Leader") who will help them to further understand the work of Habitat for Humanity Great Britain, learn more about the country to which they will

travel, and address any questions or concerns that may be raised. Habitat for Humanity Great Britain will provide Participants with a manual (known as a Global Village Orientation Manual), which includes pertinent information on Habitat for Humanity Great Britain, fundraising and a health & safety briefing.

**D. Following a Global Village Build:** After a Global Village Build, Participants will have the opportunity to share their thoughts with Habitat for Humanity Great Britain and will also receive regular updates on our work. Participants are encouraged to be a voice for Habitat for Humanity Great Britain in their community as an advocate, fundraiser or donor. Habitat for Humanity Great Britain will provide information and resources to support you to do this.

Your booking to take part in a Global Village Build confirms your willingness to participate in all the aspects set out above.

Your booking is accepted on the understanding that, given the nature of the Global Village Build, you will need to be flexible as some aspects of the team or Global Village Build could change at short notice. You will not be asked to do anything you do not feel comfortable with and if there is any such activity it is your responsibility to inform the Team Leader. To get the most out of a Global Village Build and to ensure that it is a safe and rewarding trip for all, Habitat for Humanity Great Britain expects Participants to abide by all Global Village Build programme policies and processes and fully participate in preparations and team activities.

Depending on the particular team, accommodation may be in the form of a shared room or guesthouse. You will be eating local food and we will try to accommodate specific dietary requirements. There will always be a plentiful supply of clean drinking water. The provision of accommodation is subject to the 'house rules' of the accommodation or site. Your Global Village Build will be taking place in a country where travel and accommodation standards are less developed than you are used to. Standards of accommodation will vary and in some locations you may have to do without essential services. All accommodation is selected to meet our minimum standards for hosting teams. The Global Village Build is based on using twin or triple accommodation (where applicable) and if you join a Global Village Build alone you will be partnered with another member of the same sex to share accommodation. If you require a single room there may be an additional supplement.

## **2. Confirmation of participation on a Global Village Build**

No contract will come into force between you and Habitat for Humanity Great Britain in connection with a Global Village Build until all of the following steps have been completed:

- A.** You complete the online registration form in full;
- B.** You accept our terms and conditions — including the Habitat for Humanity Great Britain Payment Procedure and Cancellation Policy;
- C.** You pay the non-refundable registration fee ("Registration Fee"); and
- D.** We issue your booking confirmation.

A binding contract will come into existence as soon as we have issued you with a booking confirmation.

In circumstances where after the receipt of A – C above but before we issue our booking confirmation we reasonably decide that you cannot participate in the Global Village Build for whatever reason, your booking will be cancelled and your Registration Fee will be refunded to you in full.

The confirmation of a place on the team remains subject to any new information that would make your position untenable on the Global Village Build, in which case Habitat for Humanity Great Britain may add some restrictions to the activities permitted to you or cancel your place on the Global Village Build prior to the departure date in accordance with clause 10 below, in which case no compensation will be payable.

### 3. Minimum Age for Participation

Participants must be a minimum of 18 years old on the date of departure, although 16-17 year olds may also participate in a Global Village Build with the agreement of their parent or guardian. All Team Leaders are required to pass an enhanced Disclosure and Baring Service (DBS) check.

### 4. Health & Fitness

Global Village Builds are physically demanding and Participants must be in a suitable physical condition to undertake the Global Village Build as set out in the itinerary. Physical or mental disability or a medical condition should not prevent you from taking part – we will do our best to accommodate you where reasonably possible. It is your responsibility to complete the medical information portion of the registration form accurately and to inform Habitat for Humanity Great Britain of any disability or pre-existing medical condition. It is also your responsibility to inform Habitat for Humanity Great Britain of any disability or condition that arises after you have completed the form that may adversely affect your involvement on the Global Village Build or the involvement of other Participants. Participants should only travel following the advice of a doctor or medical practitioner and in certain cases a letter may be required to confirm that a Participant is physically and mentally able to participate in the team and Global Village Build as set out in the itinerary. All Participants are expected to visit their GP/Travel Clinic and take their own advice regarding vaccinations required for their trip.

### 5. Disabilities and Medical Problems

Our Global Village Builds are open to Participants of all backgrounds. We make all reasonable efforts to accommodate special requirements you may have. If you have any medical condition or disability which may affect your involvement in the Global Village Build you must provide us with full details on the online registration form (please note that such information will be managed in a confidential manner.) Before we confirm your booking we will advise as to the suitability of your chosen arrangements. The challenging nature of the Global Village Builds we operate mean that where a Participant's involvement needs specific assistance we may request that they travel with a companion. If we reasonably feel unable to properly accommodate your particular needs, we will not confirm your booking or, if full details are not given at the time of booking we reserve the right to cancel (imposing applicable cancellation charges) where appropriate in accordance with clause 10.

### 6. Price of the Global Village Build

The price of a Global Village Build is comprised of three components:

- A. Registration Fee (non-refundable, non-transferable);
- B. Trip Costs (includes all in-country costs, medical and emergency insurance, administrative expenses, etc.); and
- C. Donation for Habitat for Humanity Great Britain (which will be shared between Habitat for Humanity Great Britain and the relevant Habitat for Humanity charity in the host country).

The following items are NOT included in the price of your Global Village Build: transfer to and from your airport of departure, flights, visas,\* vaccinations and anti-malarial tablets,\* alcoholic drinks, optional excursions, airport taxes, border taxes, personal spending money.

(\*You will be advised beforehand if any of these apply)

The Registration Fee is due when you complete your online registration and will be treated as a deposit of the total price of the Global Village Build. The balance of the Trip Costs and Donation must be paid in full no later than **45 days** prior to the commencement date of the Global Village Build. If the balance is not paid in time, we may cancel your Global Village Build and retain your deposit.

Participants can fundraise part or all of the price of a Global Village Build. Every Participant who raises money from third parties for Habitat for Humanity Great Britain is a trustee of the funds raised and must ensure that Habitat for Humanity Great Britain receives all the money raised. It is your responsibility to ensure that funds raised for Habitat for Humanity Great Britain are transferred to the organisation as soon as practicable. All cheques should be made payable to "Habitat for Humanity Great Britain" and the systems in place for financial accounting must be completed as required. Once

Habitat for Humanity Great Britain has confirmed your Participation on a Global Village Build you are free to begin fundraising in accordance with the following requirements:

- A. You must only use lawful means to fundraise for Habitat for Humanity Great Britain and must not do anything which harms or is likely to harm Habitat for Humanity Great Britain's reputation. If in doubt, please ask a member of our staff.
- B. You agree to pay all money collected on behalf of Habitat for Humanity Great Britain to Habitat for Humanity Great Britain by cheque payable to "Habitat for Humanity Great Britain" or onto your fundraising page.
- C. If you decide to fundraise for some or all of the price of a Global Village Build, you agree that when you ask for money you make it clear to the donor that the money raised will cover the cost of your participation in the Global Village Build and a donation to Habitat for Humanity Great Britain. You also agree to make it clear to the donor that in the event that you do not complete the Global Village Build or it is cancelled (for whatever reason), the donations will not be returned unless the donation is expressly conditional on you completing the Global Village Build and will instead be used to support the wider charitable purposes of Habitat for Humanity Great Britain. You agree that Habitat for Humanity Great Britain can terminate your authority to fundraise at any time by sending written notice to the address or e-mail address you provided on your registration form.

Anything raised above the cost of your participation in the Global Village Build will be taken as an additional donation to support the work of Habitat for Humanity Great Britain. Habitat for Humanity Great Britain will provide you with materials and toolkits to support your fundraising efforts.

## **7. Pricing and Surcharges**

The price of your confirmed itinerary is subject to changes up until 30 days prior to commencement to reflect changes in transport costs (including the cost of fuel), dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates. There will be no change within 30 days of commencement. We will notify you as soon as possible of any change to the prices.

You will not be charged for any increase of up to and equal to 2% of the price of your Global Village Build, which excludes insurance premiums and any amendment charges. You will be charged for any increase over 2%. If this means that you have to pay an increase of more than 10% of the price of your Global Village Build, you will have the option of (i) accepting a change to another Global Village Build if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or (ii) cancelling and receiving a full refund of all monies paid, except for any amendment charges and donations (which shall be dealt with in accordance with clause 11 below). Should you decide to cancel you must do so within 14 days from the date on which Habitat for Humanity Great Britain issues written confirmation to you of the price increase. We will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

Should the price of your Global Village Build go down due to the changes mentioned above by more than 2% then any refund due will be paid to you. However, please note that Global Village Build arrangements are not always purchased in local currency and some apparent changes have no impact on the price due to contractual and other protections in place. If there are any decreases in costs within 30 days of your departure additional funds will be used in accordance with Habitat for Humanity Great Britain excess funds policy in support of the ongoing work of Habitat for Humanity Great Britain.

## **8. Amendment or cancellation by Participant**

If, after the issue of a confirmation of booking by Habitat for Humanity Great Britain, you wish to change your Global Village Build arrangements in any way, you shall notify us in writing of such changes by post or e-mail. We will use reasonable endeavours to make these changes but it may not always be possible. We may impose a reasonable administration charge in relation to Habitat for Humanity Great Britain costs of making the change and further cost we incur in making this alteration (for instance, costs owed to our suppliers). Note that these costs may increase the closer to the date of commencement of the Global Village Build, whilst other changes might be treated as a cancellation by one of our suppliers.

You may cancel your Global Village Build at any time by giving us written notice by post or e-mail. Since Habitat for Humanity Great Britain incurs costs in cancelling your Global Village Build, you will have to pay cancellation charges as follows.

If you cancel more than 45 days before the departure date, Habitat for Humanity Great Britain will retain the Registration Fee in full. In relation to other payments made, you have two options:

(i) Habitat for Humanity Great Britain will return other sums paid excluding funds that have been raised by donations from third parties which shall be dealt with in accordance with clause 11 below.

(ii) You may transfer the sums towards another scheduled Global Village Build. However, a new Registration Fee will be payable.

If you cancel less than 45 days before the departure date, Habitat for Humanity Great Britain will not be liable to make any refunds and the sums will be used to meet Habitat for Humanity Great Britain's current obligations. Donations shall be treated in accordance with clause 11 below.

Any cancellation (or refund) decision of Habitat for Humanity Great Britain is final. Habitat for Humanity Great Britain does not provide cancellation insurance for Global Village Builds and so you may therefore wish to inquire about purchasing your own cancellation insurance.

## **9. Amendment or cancellation by Habitat for Humanity Great Britain**

The arrangements which make up a Global Village Build are made a long time before its commencement. On occasions we have to change or cancel these arrangements and so we reserve the right to do so at any time.

If we make a significant change to an essential term of the contract between us, we will inform you as soon as reasonably possible. You may then either choose to (i) accept the change of arrangements, (ii) accept an offer of a substitute Global Village Build from us if we are able to offer this (we will refund any price difference if the alternative is of a lower value), or (iii) cancelling your Global Village Build and receiving a full refund of all monies paid excluding funds that have been raised by donations from third parties which shall be dealt with in accordance with clause 11 below.

The entitlements in the paragraph above do not apply to minor or trivial changes by us.

We may cancel your Global Village Build, for instance if it is considered to be unviable. We may also cancel if the Habitat for Humanity Area Office determines that a location ought to be closed to Global Village Build teams because of safety or security concerns. In addition, a location will be automatically closed to Global Village Build teams from the UK if the UK government has issued a travel advisory advising citizens of that country to avoid non-essential travel to the location. The location is also automatically closed if (i) the governments of any three countries issue a travel advisory advising citizens of their countries to avoid non-essential travel to such location; (ii) an international agency or internationally recognized national entity, such as the World Health Organization or the United States Center for Disease Control, issues a travel advisory advising individuals to avoid non-essential travel to such location; or (iii) three or more international airline carriers suspend flights to such location due to safety concerns. If a location is closed, it cannot host work camps from any third country. For this purpose a location is defined as an area, province, state, district or country with respect to which travel advisories have been issued.

If we cancel for any reason other than for your fault, then you may then either choose to (i) accept an offer of a substitute Global Village Build from us if we are able to offer this (we will refund any price difference if the alternative is of a lower value), or (ii) receive a full refund of all monies paid excluding funds that have been raised by donations from third parties which shall be dealt with in accordance with clause 11 below.

If we cancel or you cancel pursuant to your right to do so following a major change by us, we will pay you reasonable compensation if appropriate except where (i) the cancellation is because the number of persons who agree to participate in the Global Village Build is less than the minimum number required and you are informed of the cancellation in writing within the period indicated in the description

of the Global Village Build, or (ii) the cancellation arises due to reasons of force majeure (as defined in clause 24 below). We will not compensate Participants for the cost of unusable airfare or any other expenses resulting from cancellation.

#### **10. Refund arrangements for donations**

In relation to donations from third parties, the following arrangements apply in respect of refunds for cancellations where this clause is specifically referenced in clauses 8 - 10 above. Within one week of cancellation you must send to Habitat for Humanity Great Britain any money held by you that is donated by third parties together with details of the donors. Unless third party donations are expressly conditional on you completing the Global Village Build, they will be treated as unrestricted donations to Habitat for Humanity Great Britain and retained by Habitat for Humanity Great Britain. For any donations that are expressly conditional on you completing the Global Village Build, Habitat for Humanity Great Britain will, so far as reasonably practical, seek the permission of the relevant donors to retain the donations, despite cancellation. If such a donor does not give permission, Habitat for Humanity Great Britain shall return the donation to the donor. If a donor cannot be contacted after making reasonable efforts, Habitat for Humanity Great Britain shall retain the donation.

#### **11. Accuracy**

We endeavour to ensure that all the information and prices both on our website and in our marketing literature are accurate; however occasionally changes and errors occur and we reserve the right to correct prices. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

We reserve the right to amend the price of unsold itinerary at any time and correct errors in the prices of confirmed itineraries.

#### **12. Financial Protection**

We hold International Passenger Protection insurance cover. Accordingly, all funds paid to us by Participants are fully protected in the event of Habitat for Humanity Great Britain becoming insolvent.

#### **13. Insurance**

Habitat for Humanity Great Britain provides third party liability coverage for employees and volunteers of Habitat for Humanity Great Britain for negligent acts which cause bodily injury or property damage to a third party arising out of acts within the scope of activities and direction of Habitat for Humanity Great Britain.

Habitat for Humanity Great Britain provides emergency medical and travel assistance insurance for all Participants. This provides cover for work on a Habitat for Humanity Great Britain construction site within the specified Global Village Build dates. A summary of the policy is supplied in our Global Village Orientation Manual and a copy of the full policy can be provided on request. If you feel that more comprehensive protection is required, it will be your responsibility to effect separate travel insurance to cover this.

Our provider, CHUBB, will not cover anyone traveling against the advice of a qualified medical practitioner. In the event of such advice it is your responsibility to inform Habitat for Humanity Great Britain in writing.

If the travel is to a country that is a member of the European Union, you are required to take a European Health and Insurance Card with you.

#### **14. Safety & First Aid**

Participant safety is of paramount importance. Building sites are dangerous places and accidents can happen. The Habitat for Humanity Great Britain priority is to minimise the risk of any accident happening, both on and off the building site. A risk assessment is in place for building/renovation projects and regular site inspections will be made. Information on Health and Safety will be provided to Participants in the Global Village Orientation Manual, on signage at building sites and in Health and Safety briefings. It is your responsibility to take heed of this information and also to

use your common sense. If in doubt you should always ask the Team Leader. You should not, and are not required to, do anything you feel uncomfortable doing.

Habitat for Humanity Great Britain takes the issue of Health and Safety seriously. Health and Safety is everyone's responsibility and each Participant has a responsibility to manage risk. You understand fully that taking part in the Global Village Build is not without risk. You take part entirely at your own risk and agree to indemnify us, our employees, agents, sub-contractors and suppliers against claims for loss or damage to personal property or for loss or consequential losses or claims through your participation in this Global Village Build arising from your own actions.

Should there be an accident and you require first aid, first aid will be available through Habitat for Humanity Great Britain staff or a first aider on the team. We encourage Participants to also bring a small personal first aid kit with them.

When required, you will be asked to wear safety equipment by the Team Leader or site supervisor. When such requests are made, it is essential for your safety and that of others that you comply with the request. If you fail to comply, the Team Leader may deny you access to the site, limit your activities on the Global Village Build or terminate your involvement on the Global Village Build without any liability on the part of Habitat for Humanity Great Britain.

All Participants will be sent a kit list in the Global Village Orientation Manual, which includes steel toe-capped boots. Participants will not be permitted onto the building site if they do not have adequate footwear. If in doubt, please ask.

### **15. The Team Leader**

The Team Leader is there to help Participants form an effective team and to ensure that the team remains healthy and works in a safe manner. When the Team Leader makes a request it is essential that you abide by the request.

If you commit an illegal act while on the Global Village Build or in the reasonable opinion of the Team Leader your behaviour is likely to cause danger or distress to other Participants, the Team Leader may deny access to the site, limit your activities on the Global Village Build or terminate your involvement on the Global Village Build without any liability on the part of Habitat for Humanity Great Britain.

### **16. Transfer of Booking**

If you are prevented from proceeding with the Global Village Build, you may transfer your booking to a person who satisfies all the terms and conditions applicable to that Global Village Build (including the terms and conditions herein), provided that you give reasonable notice to Habitat for Humanity Great Britain (by e-mail or post) before the date of commencement of the Global Village Build. You and the person taking your place shall be jointly and severally liable to Habitat for Humanity Great Britain for payment of the full price of the Global Village Build and for any additional costs arising from the transfer (which, for the avoidance of doubt, shall include the same costs and charges as are payable in the event of an amendment by you pursuant to clause 9).

In all other circumstances, transfer of a booking will only be accepted where possible, in the event of exceptional circumstances and in our sole discretion.

Please contact Habitat for Humanity Great Britain if you wish to transfer your booking. We will fully consider your application to transfer and will endeavour to assist but cannot guarantee to agree a transfer. We will advise you of the costs of transferring the booking after considering your application.

### **17. Passports and Visas**

It is your responsibility to fulfil the passport, visa and other immigration requirements applicable to your itinerary. We will provide general information about the passport and visa requirements for your trip. Participants are responsible for providing a copy of their passport as part their application form. If a visa is required for the country you are traveling to, Habitat for Humanity Great Britain will provide guidelines on completing the visa application form and where possible will submit your

application and passport to the relevant embassy for processing. Your specific passport and visa requirements and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates.

We can provide general information about any health formalities required for your trip but you should check with your own doctor for your own specific circumstances.

We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to indemnify us in relation to any costs which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <http://www.passport.gov.uk/>. Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit [www.fco.gov.uk](http://www.fco.gov.uk). The Foreign and Commonwealth Office provide up to date information on safety issues worldwide, visit [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo). Non British Citizens, including other EU nationals, should contact the Embassy, High Commission or Consulate of your destination, for up to date advice on passport requirements.

### **18. Force Majeure**

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by unusual or unforeseeable circumstances which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned.

Advice from the Foreign and Commonwealth Office to avoid or leave a particular country may constitute Force Majeure. We will follow the advice given by the Foreign and Commonwealth Office.

### **19. Problem Solving**

We want an open dialogue between staff and volunteers. Please bring concerns or problems to our attention immediately. If this is during a Global Village Build, please bring the concern to the attention of the Team Leader. If a Participant has a problem which cannot be resolved with the Team Leader or staff member they are working with, please write to the Head of Supporter Services, at [mcampbell@habitatforhumanity.org.uk](mailto:mcampbell@habitatforhumanity.org.uk) OR 10 The Grove, Slough, Berkshire, SL1 1QP.

We will respond within one week of receiving your email or letter. We endeavour to respond fully and conclusively to all such communication within 30 working days. Wherever possible we will respond more quickly. If we think it will take longer we will let you know.

### **20. Severability**

In the event that any part of any provision of these Terms and Conditions (or other agreement between us) is declared by any judicial or other competent authority to be void, voidable or illegal that provision or part-provision shall, to the extent required, not form part of these agreement, and the validity and enforceability of the remaining agreements shall not be affected.

### **21. Governing Law**

These Terms and Conditions shall be governed by the Law of England and Wales and subject to the exclusive jurisdiction of the Courts in England and Wales. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

## 22. Documentation

Please contact us immediately if any of the information you receive from us appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret that we cannot accept responsibility if you do not tell us about any mistake in any document within ten days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs in doing so. The only exception to this requirement to meet any costs is where the mistake was made by us.

## 24. Amending these terms and conditions

We reserve our right to vary these terms and conditions at any time by providing you with notice of the new terms and conditions.

## Section IV: Data Protection

If you are participating in an international volunteering Build we will require personal information from you. This information will be shared with our carefully selected and monitored Team Leaders, who are volunteers, and Habitat for Humanity staff based in the destination country. This is for the sole purpose of managing the build and ensuring we can keep you healthy and safe whilst under our care.

After the completion of the build volunteers will not retain your personal details. Habitat for Humanity Great Britain will retain your details for as long as necessary in our secure database so we can meet our legal and our health and safety obligations.

You agree that any photography or media taken prior to, during, or after the Global Village Build, which may include you in it, may be used in publicity material connected with Habitat for Humanity Great Britain's work and that we will retain all rights, title and interest in such photography or media made by us including but not limited to any royalties, proceeds, or other benefits derived from such material.

For more details see our Privacy Policy: <https://www.habitatforhumanity.org.uk/privacy-policy>