

SMILES AFRICA EXPERIENCE - TERMS AND CONDITIONS

The following Terms and Conditions together with the general information contained on our website form the basis of your agreement with Smiles Africa Experience. Please read them carefully as they set out our respective rights and obligations and upon acceptance of your application you will be bound by them.

By applying to us we are entitled to assume that you have had the opportunity to read, and have read, these terms and conditions and agree to them. In these terms and conditions: "application" means an application by you (in accordance with the application form contained in our website) to participate as a volunteer / intern in a program.

"You", "your" and "volunteer(s)" means all persons named on your application form (including anyone who is added or substituted at a later date). "We", "us" and "our" means the business conducted under the registered business name "Smiles Africa Experience" (registration number BN/2012/183792). "our website" means www.smilesafrica.com. "Organisation" means any organization or charity (other than us) which runs or operates a program. "Placement" refers to a volunteer / internship opportunity with a program operated by us or an organization(s). "Programs" means the volunteer / internship programs listed on our website.

We may change these terms at any time by posting changes online. Please review these terms prior to your departure to ensure you are aware of any changes made by us. Your use of our services after changes are posted means you agree to be legally bound by these terms as updated.

1. YOUR AGREEMENT

- 1.1 Your agreement is with Smiles Africa Experience. By submitting an application you confirm that you have the authority to accept, and do accept, these terms and conditions as set out herein. If at the time of your application you are aged 17 years or under, these terms and conditions must be accepted by your legal guardian.
- 1.2 On receipt of your duly completed application form we will confirm your acceptance to a program by issuing a confirmation via email. Please check the details of the confirmation carefully.

- 1.3 Once you receive such confirmation, your further participation in a program will be governed by these terms and conditions.
- 1.4 Because of the nature of volunteering and the vulnerabilities of the people and communities involved, we reserve the right to refuse applications from volunteers or prospective volunteers whom we consider as potentially unsuitable.

2. WHAT SMILES AFRICA EXPERIENCE WILL PROVIDE

- 2.1 We facilitate opportunities for independent individuals or groups to participate as volunteers / interns in programs operated by us in various under privileged, urban / rural communities in or around Nairobi, Kenya. We also provide placement services in respect of programs operated by other local organizations.
- 2.2 Our objective is to tailor volunteer / intern opportunities to individuals so that it meets both your needs and those of the relevant local community.
- 2.3 Prior to your departure, we will provide advisory services in connection with any questions you may have in respect of a program or placement. Upon arrival we will also provide local support services (eg. providing a sim card, arranging pick up from the airport) to ensure that you are prepared for your volunteer / intern experience. Such services may include arranging for you to stay with a host family at the relevant location, who will provide accommodation and a minimum of 2 meals a day and if requested, a referral service for local adventure tours.
- 2.4 By applying with us, paying a one off fee (registration fee) and following our confirmation of the acceptance of your application, you can access our services.

3. WHAT WE DO NOT PROVIDE

- 3.1 We will do our utmost to ensure everyone who we have accepted an application from, will be placed in the program of their choice, but cannot guarantee the availability of each program listed on our website at all times.

- 3.2 You accept that because of this, working hours, accommodation, services and placements offered may be subject to alteration or cancelled (sometimes without prior notice) due to local circumstances or events (eg. strikes, projects no longer considered suitable for volunteers, events emanating from political disputes, sudden closure of local projects/charities, accommodation changes or other unforeseen circumstances which prevent volunteers from participating).
- 3.3 Wherever possible we will endeavor to find and offer an alternative program. You are encouraged to accept and try any alternative to get the most out of the experience. We cannot accept any responsibility if your program or placement is cancelled or significantly changed (e.g. visa costs, materials purchased for your previous placement type, non-refundable flight costs, transport costs to a new placement and any charges associated with a new placement, pre-paid payments, vaccinations or loss of enjoyment).
- 3.4 Unless we advise you otherwise, we will not provide accommodation. Where relevant we will procure suitable accommodation on your behalf. In respect of accommodation provided by host families arranged by us, such accommodation will be comfortable by local standards (ie. a hot shower; a single bed) but you acknowledge that such standards may differ from those applicable in your own country. Animals, insects, mosquitos and general normal levels of disrepair and water and power shortages are common. Rubbish will be seen in abundance, poverty and the threat of crime will be higher than at home. If you have any concerns in this regard please speak to us.
- 3.5 We have no direct control over and therefore cannot accept any responsibility for any accommodation arrangements provided by host families. We will not accept any responsibility for claims for theft from accommodation which has been provided for you during your placement or where baggage and belongings are in the care of host families, local representatives or carriers, whilst in transit or otherwise. We will not accept any responsibility for excursions or activities arranged through local agents or tour operators in Kenya which we do not organize. Please also see clause 15 "Our liability".

4. YOUR RESPONSIBILITIES

- 4.1 By volunteering in our programs you understand that you are not arriving on a packaged volunteering holiday. You understand that the more you put in to your stay the bigger the impact you will have and the better your personal experience will be. Don't leave your common sense at home and rely on others to 'look after you'. All volunteers are required to ensure they are adequately covered with travel insurance to cover medical costs and repatriation in the event of an accident or emergency.
- 4.2 You should be aware that because of homesickness and possible culture shock you should give yourself time to settle in, acclimatize and get to know your surroundings. Volunteers should make sure their family are aware of their activities as regular ongoing communications may be limited.
- 4.3 You must ensure you have all the relevant travel documents in accordance with clause 12. Passport, visa and health requirements can and do change and you must check the up to date requirements in good time before departure. We cannot accept any responsibility if you are refused admittance to Kenya due to not having the correct documentation.
- 4.4 You agree to advise us of flight arrival details and of any changes that may be made to your arrival details at the earliest possible opportunity. Should you arrive outside the agreed start date/time for your program, or do not advise of your correct arrival details, you may have to cover transfer costs.
- 4.5 Use your common sense to decide whether food is edible and safe to eat and to decide whether your safety is at risk by the activities and things you do during your placement whether whilst volunteering or during your free time. You must ensure that any privately-owned equipment is adequately serviced and maintained. You undertake not to volunteer under the influence of alcohol or drugs.

5. REGISTRATION FEE AND CANCELLATION

- 5.1 Once we have confirmed to you that your application has been accepted, you will be required to pay the registration fee within 14 days of such confirmation. We will advise you of the Smiles Africa Experience account to pay the registration fee into. If we do not receive the registration fee within such period, and no alternative arrangements have been agreed with us for such payment, then your application shall automatically lapse and we shall have no further obligations or liabilities in respect of such application.
- 5.2 Once paid, the registration fee is non-refundable. Subject to clause 5.3, there will be no refund of the registration fee for any reason whatsoever (this includes voluntary termination of an application, lack of personal funds to complete trip or placement, voluntary or involuntary changes of itinerary). You will not be entitled to a refund of your registration fee in the event of your placement or program being significantly changed. This includes cancelling before travel where we have informed you of a change to a program.
- 5.3 If exceptional circumstances arise (eg. involuntary reasons, pregnancy, death of a family member etc.) which directly result in you having to cancel your application, you may contact us. We will consider such circumstances in good faith and determine (in our sole discretion) whether the registration fee is refundable (but we will be under no obligation to do so). Please note that we are only able to accept cancellations of registration in writing.

6. PRICES AND PLACEMENT DETAILS

- 6.1 Prices are quoted on our website under the heading "What will I pay?" You acknowledge that the registration fee does not include accommodation or meal costs. Such costs will be advised to you upon confirmation of the acceptance of your application as they are dependent on the location of the program. The estimate of accommodation and meal costs contained on our website is a guide only.
- 6.2 Changes to prices do sometimes occur. We cannot accept any liability for any changes, errors or inaccuracies except where these are due to our own fault. Where we become aware of a change, error or inaccuracy and this affects your program significantly, we will endeavor to advise you as soon as possible.

7. EARLY TERMINATION

- 7.1 Local staff and accommodation hosts may terminate the placement or your program or accommodation arrangements at any time if: (1) you appear to be a risk to yourself, or (2) you bring the reputation of Smiles Africa or any organization into disrepute because of your behavior (this could include aggressive or intimidating behavior towards children/fellow volunteers and local people, suspicion of any child related protection issue whether of a safety/sexual/bullying nature, lewd behavior, alcoholism affecting their placement or those around them etc.).
- 7.2 We cannot accept any responsibility in the event that your placement and/or stay at any accommodation is terminated as set out above. No refunds of any kind (including your registration fee and payments made to the organization concerned) will be payable. Furthermore we will not accept any responsibility for any expenses, costs or losses of any nature that you may have incurred or incur as a result of a placement or stay at any accommodation being terminated as set out above (including any return or onward travel expenses.).

8. TRANSFER TO ANOTHER PLACEMENT

A transfer is usually possible but only if approved by us in advance. Due to the nature of volunteering, especially regarding children and young adults and living alongside other volunteers, alternative placements will not be offered to volunteers whose behavior is considered unsuitable.

9. ACCEPTANCE OF RISK

You accept that the nature of volunteering in developing countries is adventurous and involves a significant amount of personal inherent risk. You also acknowledge that there may be limited onsite support at certain locations, health services may be basic or lacking, training on placements will be lacking or informal at best and the safety standards of local accommodation and transport will be considered haphazard at best and considerably lower than Western standards.

10. MINOR EMERGENCIES

- 10.1 Although a contact person is usually available for advice on emergencies, sickness and crime, when not present or immediately available, you accept responsibility for managing immediate arrangements by yourself (ie by contacting your insurance providers, taking a taxi to hospital or reporting a crime to the local police).
- 10.2 You must ensure that you have adequate travel insurance to meet such eventualities and adequate funds to cover consultations for minor health complaints (such as a quick check-up) where insurance may not be applicable. If you are in doubt regarding the type of cover you have and how to make arrangements abroad should you require assistance from your insurers, you should consult your insurance policy before travel and call your insurers for advice.

11. AUTHORITY AT PLACEMENTS / COMPLIANCE WITH LAWS / ILLEGAL ACT

- 11.1 At all times the decision of the local coordinator or staff where you are volunteering will be final on all matters likely to endanger the safety and well-being of a volunteer / intern.
- 11.2 You agree to abide by the authority of the local coordinator and local staff in all such matters. You must also at all times strictly comply with the laws, customs, and foreign exchange and drug regulations of Kenya.
- 11.3 Should you fail to comply with the above or commit any illegal act when volunteering or during your free time whilst volunteering or if in the opinion of local staff, or the coordinator your behavior is causing or is likely to cause danger, distress or annoyance to others we and/or the organization concerned may terminate your placement arrangements.
- 11.4 We and the organization concerned cannot accept any responsibility in the event that your placement and/or stay at any accommodation is terminated as set out above. Furthermore we and the organization will not accept any responsibility for any expenses, costs or losses of any nature that you may have incurred or incur as a result of a placement or stay at any accommodation being terminated as set out above (including any return or onward travel expenses).

12. TRAVEL DOCUMENTS

- 12.1 You must be in possession of a valid passport for entry to Kenya. Your passport must be valid for at least 6 months after your return date.
- 12.2 You are also responsible for obtaining all required visas, permits and certificates including vaccination certificates, insurance policies, which are required for the whole of your journey/stay/placement (for example volunteer/work permits and/or visas).
- 12.3 You accept full responsibility for obtaining all such documents visas and permits etc and are solely responsible for any adverse consequences resulting from missing or effective documentation. Any information or advice given by us regarding visas, vaccinations, climate, clothing, special equipment, etc. is provided as a courtesy to you.

We cannot accept any responsibility for any errors or omissions as to the information provided. Please note requirements as to travel documents do change. You must check the up to date requirements.

13. FACTORS OUTSIDE OUR CONTROL (FORCE MAJEURE)

Compensation and refunds will not be made for any change or cancellation caused by war or threat of war, insurrection, riots, strikes, civil action, decisions by governments or governing authority, natural disaster, bad weather, technical or maintenance problems with transport, changes of schedules or operational decisions of over transport, changes of schedules or operational decisions of overseas institution directors or similar circumstances beyond our control.

14. PROBLEMS OR COMPLAINTS

- 14.1 If you have a problem during your placement it is a requirement of our terms and conditions that you communicate this to local staff or to us. In most cases matters can be quickly solved and adequately addressed. Please note that your volunteering placement depends on the main part of the individual volunteer's attitude and commitment to get involved in a positive manner. Any assistance provided by us or communications on your behalf is provided on a goodwill basis only. Smiles Africa will endeavor to address such concerns in good faith for the best interest of both the volunteer and the relevant organization/ community project

14.2 As an independent volunteer you are entitled to leave a program if matters cannot be resolved to your satisfaction. We cannot however accept any responsibility for any expenses costs losses or compensation of any nature whatsoever that you may have incurred or request as a result of leaving a placement early because of unresolved issues or problems.

15. LIABILITY

15.1 We will make every effort to provide the services described herein to the best of our abilities and to a reasonable standard. The services to be provided by us will be deemed to be provided to a reasonable standard if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.

15.2 Notwithstanding clause 15.1, given the nature of volunteer work, the specific programs, the assumption of risk by you set out in clause 9 and the urban / rural environments involved, we will not be responsible for any claim howsoever arising as a result of any, or all, of the following: (1) the fault of the person(s) affected or any member(s) of their party; or (2) the fault of a third party not connected with the provision of your program which we could not have predicted, or prevented, or (3) the fault of anyone who is not carrying out work for us (generally or in particular) at the time, or (4) an event or circumstance that we or the supplier(s) of the service in question could not have predicted or prevented. This may include (but is not limited to) an occurrence of force majeure, as described in these terms and conditions; or (5) a matter which pursuant to these terms and conditions is your responsibility.

15.3 In respect of any claim (including for death and personal injury) we will not be liable for any loss of profit, or loss of business, or loss of revenue, or loss of opportunity or any other form of consequential or indirect loss or damage, howsoever arising. Our maximum liability to you if we are found to have been at fault in relation to any service we provide (as opposed to any service provided by any organization or other service provider for whom we are not responsible) is limited to the registration fee you have paid to us.

- 15.4 We have no control over and cannot accept any liability for the acts or omissions of any organization(s) whose placement(s) we promote, the placements themselves or any additional services or arrangements (such as transport or accommodation) which any organization or other service provider makes for you. For all placements with other organizations your contract for that placement is directly between you and the organizations concerned. For all other services (such as transport and accommodation) your contract for that service is with the service provider or organization concerned (as applicable.) We are not a party to placement contracts or contracts for other services and cannot accept any liability in respect of these.
- 15.5 We cannot accept any liability for the acts or omissions of any volunteers, whether they found their placement via us or otherwise.
- 15.6 You acknowledge that this clause 15 is an essential term of our contract with you.

16. MISCELLANEOUS

- 16.1 Any likeness, or image of you, secured, or taken, on any of our program may be used by us without charge in all media for bona fide promotional or marketing purposes, such as in brochures, slides, video shows and the internet. By participating in our programs you are agreeing to waive any rights to these images, or comments made and agree that they may be used by us in future promotions.
- 16.2 We will maintain records of all applicants for the sole purpose of the provision of program services and associated necessary communications. No information will be shared or available to any third parties for any purpose outside of this.
- 16.3 You and we both agree that Kenyan Law (and no other) will apply to your agreement with us and to any dispute, claim or other matter of any description which arises between us. We both also agree that any dispute, claim or other matter of any description which arises between us must be dealt with by the Courts of Kenya.