

## **The following Terms & Conditions apply to all bookings.**

Please take the time to read these carefully, as they are written to protect your interests. You are bound by these Terms and Conditions, herein set out, upon issue of payment confirmation of deposit. (You should accept these terms only if you have carefully read and understood the contents).

### **1. Your Contract**

a) Your contract is with KickStart Ghana, hereinafter called "KickStart Ghana" or "we".

When you make a booking you confirm that you have the authority to accept and do accept the terms and conditions set out below. If at the time of booking you are aged 17 years or under these terms & conditions of booking must be accepted by your legal guardian. Please read these conditions carefully as you will be bound by them.

### **2. Prices and Payment of Donation**

a) The deposit amount for our programmes is £150. The moment we receive your deposit we start processing your application and, therefore, it is non-refundable.

Upon payment of your deposit to KickStart Ghana you will be sent a confirmation of receipt, the terms and conditions of your booking and details of the due dates of further payments. The balance of your booking must be paid no later than 12 weeks prior to your departure date, or on booking if you apply within 12 weeks of your departure date. You must make payments by their due date. If we do not receive all payments due in full and on time we reserve the right to treat your booking as cancelled by you and retain all deposits paid, or due at that time.

b) Dependent on which programme/s you have selected, you may be sent further forms to complete and return to us. KickStart Ghana reserves the right to postpone your programme if you have not returned all the necessary completed forms to process your application within the required timeframes. KickStart Ghana also retains the right to refuse any application deemed unacceptable for any reason.

c) Whilst we reserve the right to change our prices at any time before you book, the price on your booking invoice will not be increased or decreased except in the following circumstances. A surcharge will be payable, where transportation costs and/or any taxes, or fees payable for services such as embarkation/disembarkation fees at ports that may increase. Even in such cases, we will absorb increased costs up to a total amount equivalent to 2 percent of the cost of your confirmed programme (excluding insurance premiums, any amendment charges and flights not included in the programme). If the increased costs exceed this 2 percent we may levy a surcharge. In the unlikely event that any surcharge is greater than 10 percent of the cost of your programme (excluding insurance premiums, any amendment charges and flights not included in the programme), you will be entitled to cancel your booking and receive a full refund of all monies paid to us (except for any amendment charges and flights where applicable), or you can book an alternative trip if available, with the appropriate price adjustment. In no circumstances will a surcharge be notified to you

within 30 days of departure. (The requirement of the company to absorb the 2 percent amount referred to in the clause is subject to any change in the law following the date of writing of these terms and conditions and to the extent that any change in law removes such requirements we may pass on the full amount of any surcharge to you).

**d)** For ancillary arrangements which do not form part of our packages, we reserve the right to pass on any cost increases to you in full.

### **3. Confirmation Invoice**

a) On receipt of your booking and all appropriate payments, we will, subject to availability, confirm your arrangements by issuing a booking confirmation, and/or invoice. Please check the details of your confirmed booking carefully. Please contact us immediately if any information, which appears on the confirmation, or any other document appears to be incorrect, or incomplete, as it may not be possible to make changes later. Where we act only as an agent we will have no responsibility for any errors in any documentation except where those errors were made by ourselves.

### **4. Website Accuracy**

a) Every effort is made to provide as much pricing information as possible on our website to ensure this information is accurate. Any programme information detailed in our website, pre-departure packs and any other marketing medium is deemed correct at the time it is written. Regrettably, however, changes and errors do occasionally occur. We cannot accept liability for errors that become apparent, or occur after this material has been produced. Prices and details of products and services and any offers posted online are subject to change without notice and all products, services and offers are subject to availability. We will do our utmost to ensure you are notified of any programme changes that may affect you prior to your departure, if KickStart Ghana is made aware of the changes in enough time to do so.

### **5. Insurance**

a) It is a condition of booking that every passenger must have travel insurance in force for the entire duration of the programme. If you are on programmes where travel insurance is not included you must ensure that the cover provided by your insurance is adequate and appropriate for your placements and personal needs and that it also covers the cost of repatriation, including air evacuation costs, should such a situation necessitate it. You must provide details of your insurance policy (policy number, insurer and emergency assistance telephone numbers) prior to your departure. It is your responsibility to ensure that you are adequately insured, as we will not check your policy. If you join the programme without adequate insurance you may not be allowed to continue on the programme with no right of refund. KickStart Ghana accepts no responsibility for the loss of, or damage to, personal property or valuables. Insurance to cover the loss of baggage and valuables is also highly recommended.

### **6. If you change your booking**

a) Should you wish to make any changes to your confirmed arrangements, you must notify us as soon as possible. Any such request must be in writing from the person

who made the booking. We will do our best to meet your request, but it may not always be possible. If you change from one programme to another, or change your departure date, there is an administration fee of £45, in addition to any change in programme cost and any charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made.

**b)** If it is necessary for you to postpone your programme, you must reconfirm the new departure date within 12 months. Failure to do so will result in the booking being cancelled and any monies forfeited. Programme prices may be subject to change in the event of a trip having been postponed.

**c)** Please note that changes less than 12 weeks before departure date are considered cancellations. If your booking consists of more than one programme with KickStart Ghana, your departure date applies to any requests to change your arrangements and not the start date of individual programmes.

**d)** Some of our sports academies, or sports courses, due to their seasonality, cannot accept postponements. For these programmes changes to your departure date will be treated as a cancellation and cancellation terms will apply.

## **7. If you cancel your booking**

**a)** You may cancel your arrangements at any time. Should you need to cancel your chosen arrangements you must immediately advise us in writing. Notice of cancellation will only be effective when it is received in writing by us.

**b)** If you cancel your booking within twelve weeks of departure, the below cancellation charges will be incurred. Please note that if your booking consists of more than one programme with KickStart Ghana, your departure date applies to cancellations made by you and not the start date of individual programmes:-

<b>Period before scheduled departure date within which notice of cancellation is received in writing by the company</b>	<b>Charge</b>
---	---------------

More than 84 days	Deposit. In the case of a programme without a deposit, 25% of the programme cost will be charged
42-83 days	50% of the programme cost
15-41 days	75% of the programme cost
0-14 days	100% of the programme cost

**c)** We would strongly recommend that you take out full insurance at the time of booking, which should then in most cases include cover, under certain circumstances,

against loss of deposit, or cancellation fees. See clause 5 of these conditions.

d) Once on the programme, in the event you decide to discontinue the programme before it is due to end, for any reason, there will be no refund.

## **8. If we change/cancel your trip**

a) It is unlikely that we will have to make any changes to your trip, but we do plan the arrangements many months in advance. Occasionally we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest opportunity. A minor change is any change which, taking account of the information you have given us at the time of booking, or which we can reasonably be expected to know as a travel operator, we could not reasonably expect to have a significant effect on your confirmed trip.

b) The whole philosophy of this style of travel, as outlined on our website, is one which allows some alternatives and a degree of flexibility. The outlined itineraries given for each programme must therefore be taken as an indication of what you should accomplish, and not as a contractual obligation on our part. When necessary, we reserve the right to make alterations to a trip without notice, including to the itinerary, excursions, activities, accommodation, and amenities. These alterations may be made if in our reasonable opinion it be regarded as essential to provide due care, or to ensure the satisfactory progress of the programme, but are not limited to these reasons. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, road conditions, weather, border restrictions, sickness and other unforeseeable circumstances. No refunds will be given for services not utilised. It is a fundamental condition of joining any of the programmes described on our website, or any marketing material, that you accept this flexibility, and acknowledge that delays and alterations and their results, such as inconvenience, discomfort, or disappointment are possible. If you are unable, or do not choose, to complete an itinerary outlined for a programme, we are not liable to supply alternative itineraries, excursions, accommodations, services, or staff for the period when you are not present with the group.

c) We will endeavour to let you know, as soon as we can if, through no fault of your own, we are forced to significantly alter your programme. Should your programme be interrupted by events that we could not reasonably have anticipated and the event significantly affects your programme, we will endeavour to find an alternative programme as soon as is reasonably possible. You have the right to accept, or decline the alternative. Under these circumstances, refunds will not be made and any travel costs incurred will be your responsibility. KickStart Ghana cannot accept liability for any programme changes, or cancellations, as a result of “force majeure”, for example war or threat thereof, terrorism, fire, sickness, bad weather, acts of government or local authority, acts of God (see clause 9). Except in the case of extraordinary circumstances beyond our control we will not cancel a programme less than 8 weeks prior to departure.

d) Should you be the only person booked on a programme 30 days prior to departure we may take the decision to cancel the programme. You will be given the option of switching to another programme, postponing your trip, or a refund (not including

flights, insurance, and visa fees)

e) If we have to make a significant change or cancel (except in the case of “force majeure”), we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of the following options:-

- i. for significant changes, accepting the changed arrangements or
  - ii. purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or
  - iii. cancelling the booking and obtaining a prompt refund of the money paid (not including flights and Visa fees) - as long as you have given us written notification of cancellation within 7 days of the date on which you were notified of the alterations.
- If we have to make a significant change, or cancel, 8 weeks or less before departure, subject to the exceptions below, we will pay you the following compensation:

<b>Period before scheduled departure date within which a significant change is made known to you.</b>	<b>Compensation</b>
More than 55 days	Nil
43-55 days	£10
28-42 days	£20
15-28 days	£30
0-14 days	£40

## **9. Force Majeure**

a) We will not accept liability, or pay any compensation where the performance, or prompt performance of our contractual obligations is prevented, or affected, or you otherwise suffer any loss, or damage, due to circumstances that come under the definition of 'force majeure'. In these booking conditions 'force majeure' means any event that we, or the supplier of the services in question, could not foresee, or avoid, even with all due care. Such events include, but are not limited to war, the threat of war, insurrection, riots, strikes, civil action decisions by governments or governing authorities, natural disaster, bad weather, technical or maintenance problems with the transport, criminal and terrorist acts or similar circumstances beyond our control.

## **10. If you have a problem or complaint**

a) KickStart Ghana works with receiving partners in each of the destinations that we offer programmes. They are responsible for representing us and offering you in-country support while you are on your programme. You will be provided with a programme representative in the country to which you are travelling. Full contact details for the representative will be given to you prior to departure. In country representatives are responsible for your orientation and organising your placement at the programme. They are there for any support you may need regarding local advice, emergency issues and to resolve any issues you may have regarding your placement.

b) In addition to the in-country support, you will also be provided with KickStart

Ghana's 24-hour emergency contact number prior to your departure. Please note, however, that this is for genuine emergencies only. KickStart Ghana is also contactable on the mobile contact numbers and email for non-emergencies, during office hours.

c) If you feel that you have reason for complaint during your programme it is your responsibility to ensure, at the earliest possible opportunity, that any perceived failure in the performance, or improper performance, of the contract, whether by the company, or its suppliers, is communicated to the programme representative or supplier, and simultaneously inform KickStart Ghana by email or telephone, so that the concerns can be addressed. You must communicate any complaint to us, the supplier of services and the programme representative at the earliest possible opportunity and whilst you are still on the programme. Failure to do so will affect our ability to investigate the complaint and your rights under the contract. Until we know about a problem or complaint, we, or the supplier, cannot begin to resolve it. If your complaint, or problem is not resolved to your satisfaction you must write to us within 28 days of the programme completion date.

## **11. Our Liability to You**

a) We will only pay compensation if, after departure, your programme, or travel arrangements, booked through us, are not provided as described in your programme information, due to the fault of our employees, agents or suppliers, and if this has significantly affected your experience and your enjoyment of it. Subject to paragraphs (i), (ii), (iii), (iv) below, we will accept liability in accordance with package travel regulations. These conditions will be governed by English Law. We both agree that the Courts of England and Wales will deal with any claim you wish to bring against KickStart Ghana directly. When signing these terms and conditions, both parties recognise that you are not an employee of KickStart Ghana.

i. Nothing in these conditions is intended to exclude, or limit, our liability to you if death or personal injury is caused by our negligence, or that of our employees (providing they were at the time acting within the course of their employment). Please note however that we will not be liable for any injury, illness or death or consequent losses suffered by you or any member of your party where such injury, illness or death was not caused by lack of reasonable care/skill on our part, or that of our suppliers in performing our obligations under the contract.

ii. We will not be responsible for any claim 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 programme 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 booking conditions.

iii. In respect of travel by sea, rail and air, and the provision of accommodation, our liability will be governed by and limited in accordance with the relevant international conventions. The provisions of these Conventions and any other convention in force at the time of your trip are incorporated into these booking conditions and form part

of your contract.

**iv.** In respect of claims for death and personal injury we will not be liable for any loss of profit, or loss of business, or any form of consequential loss or damage, whether or not arising as a result of physical damage to property and regardless of the actual cause of such loss or damage.

**b)** The services and facilities included in your package will be deemed to be provided with reasonable skill and care 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.

## **12. Supplier Conditions of Carriage**

**a)** Locally arranged transport is used at times during the programme. You agree to also abide by the terms and conditions of all such carriers related to the trip.

**b)** Where public transport is used we cannot be held responsible for its standards, nor liable for any damages, loss, or injury, incurred during its use.

## **13. Behaviour**

**a)** A booking is accepted on the strict understanding that you undertake to comply with the laws, customs, foreign exchange, drug and all other regulations of any countries visited during the programme, as well as all hygiene, safety and security rules. In addition, many of our programmes have their own rules and behaviour guidelines, which are intended to ensure your safety and enjoyment of the programme. You will be advised of any specific programme rules either in your pre-departure information, or during your orientation. Do be aware that in the event that you are found violating such rules, or laws and regulations, or otherwise prejudicing the safety, or well being of a group, or progress of the programme, we may terminate your trip with us without any liability on our part.

## **14. Marketing Materials**

**a)** Any likeness, or image of you, secured, or taken, on any of our programmes may be used by the Company 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 programmes you are agreeing to waive any rights to these images, or comments made and agree that they may be used by KickStart Ghana in future promotions.

## **15. Criminal Record Check**

**a)** When signing up to any project involving work with children, or vulnerable adults, you are agreeing to pay for and submit an enhanced Criminal Record Check to ensure your suitability for the placement. We reserve the right to delay, or postpone, your programme until the Criminal Records Check has been completed and are not responsible for any delays in this process or costs incurred. Should you fail the Criminal Records check for any reason, KickStart Ghana reserve the right to cancel

your placement, and no refund of monies will be given. In this instance, our cancellation terms and conditions in Clause 7 will apply.

## **16. Buddy Lists**

**a)** By agreeing to our terms and conditions you consent that we may provide the email address that you have supplied to us to other participants travelling on the same programme as you on the same dates. Providing you with a buddy list enables you to communicate with other members of your group before departure should you wish to. We will remove your email address from the list only if we receive written instruction (mail or email) from you to do so. Please note, you will only be sent a Buddy List for specific group programmes.

## **17. Passports and Visas**

**a)** It is your responsibility to be in possession of a valid passport and any necessary visas, or health documents, as required, for the entire duration of your programme, and to ensure that you meet the entry requirements of the countries that you are travelling to. Requirements may change and you must check the up to date position in good time prior to departure. The name in the passport must match the name on your ticket where provided. We cannot accept liability, or consider refunds if you cannot travel, because of incomplete, or incorrect documentation.

**b)** For some placements you will need a visa to enter the country. It is your responsibility to organise any visas necessary for the trip. Many countries do not issue visas tailored to volunteering. As the activities you are involved in do not constitute work in most countries, and you are not in paid employment, but are a paying visitor, KickStart Ghana recommends that you apply for a tourist visa where necessary. If you break the conditions of your visa whilst you are on your programme, for example undertaking any work for which you are paid without an appropriate Visa, and as a result you are asked to leave the country, you will not be entitled to any refund, or alternative placement.

## **18. Health & Travel Advice**

**a)** Any information, or advice provided by the Company on matters such as visas, medications, vaccinations, climate, clothing, baggage, special equipment, permits, specific itinerary details etc, is given in good faith to the best of our knowledge at the time, but without responsibility on the part of the Company as to individual requirements for specific trips.

**b)** In the interests of health and safety, you must comply with the following requirements. If you fail to comply with any of the following, KickStart Ghana cannot be held liable:

**i.** You must visit your GP, or reputable travel clinic, several months prior to departure in order to find out what vaccinations you may require and to ensure these are administered within plenty of time.

**ii.** You must ensure you have all necessary medication/prescriptions.

**iii.** It is your responsibility to obtain any advice on necessary equipment, which could include such items as: first aid kits, mosquito nets, or anything else advised by

KickStart Ghana.

iv. It is your responsibility to check any country related travel advice before embarking on your trip. Specifically any advice issued by the British Foreign and Commonwealth Office: [www.fco.gov.uk](http://www.fco.gov.uk). Should a relevant security issue arise whilst you are away, KickStart Ghana may contact you advising of any potential hazards. All advice will be based on the BFCO and other industry sources, no matter what your nationality.

## **19. Fitness and Special Requests**

a) We reserve the right at any time to require you to produce a Doctor's certificate of fitness to participate in the programme. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the programme, you must advise us of this at the time of booking. If we reasonably feel that we are unable to accommodate your needs, due to particular health requirements, we must reserve the right to decline your reservation, or if full details are not given at the time of booking, cancel when we become aware of these details and apply cancellation charges as described in Clause 8 of these conditions.

b) Special requests must be made at the time of booking. We will pass on your request to our appropriate partners, or service providers, but cannot guarantee that these will be accommodated.

## **20. Flights & Transfers**

a) It is your responsibility to arrange and pay for any flights, including any internal flights. KickStart Ghana cannot be held responsible for any action, negligence, or event relating to the purchase, or operation of flight tickets, or flights. Further, KickStart Ghana will not be responsible for any costs, or refunds, due to changes, or delays in flights.

b) Some programmes include a meet and greet and transfer service upon arrival. In the event this is not included in your chosen programme, you will have to cover the costs. Should you experience a flight delay, or cancellation, there may be additional costs payable by you for your transfer to the programme accommodation and KickStart Ghana do not accept liability for these costs.

c) In the event that your placement is cancelled or postponed, due to circumstances beyond our, or our partner's control, we and/or our partner cannot be held responsible for any expenses incurred. This includes any flight, travel, or other costs including, but not exclusive to, any charges made by the airlines for cancelling, changing, or transferring flights, or other arrangements.

d) Please note the existence of a "Community list" (available for inspection at [http://europa.eu.int/comm/transport/air/safety/flywell\\_en.htm](http://europa.eu.int/comm/transport/air/safety/flywell_en.htm)) detailing air carriers that are subject to an operating ban with the EU Community. Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available directly from airlines.

Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of the price of your arrangements from us.

## **21. Programme Specifics**

a) 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 programme, or do not advise of your correct arrival details, you may have to cover transfer costs.

b) Accommodation and meals will be arranged for programmes where specified within individual programme details. It is your responsibility to confirm with KickStart Ghana whether or not they are included in your booking fee and to advise us of any special dietary requirements. Please be aware that accommodation, food and facilities that you will be provided with will be of a local standard. You may be required to share a bathroom and/or bedroom and these may differ to the standard you are accustomed to.

## **23. Governing Law**

a) All matters, or disputes arising out of this contract shall be governed by and construed in accordance with the laws of England and are subject to the jurisdiction of the English courts. You may choose the law and courts of Scotland and Northern Ireland to deal with any disputes if you are resident there.

**IN ACCEPTING THESE GENERAL TERMS AND CONDITIONS YOU CONFIRM THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THEM.**

KickStart Ghana reserves the right to cancel a programme allocation, and retain the deposit paid by you, should you not have confirmed acceptance of the Terms and Conditions in writing, by email, or through our website within 2 weeks of a request to do so.

Name

Signature

Date

Address