



Educate & Empower
WORLD YOUTH
INTERNATIONAL

OAP

Terms and Conditions
of Participation





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**World Youth International
Overseas Action Program
Terms and Conditions of Participation**

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Overseas Action Program

Terms and Conditions of Participation

This Agreement is a legally binding Contract which sets out all of the Terms and Conditions of Your agreement with World Youth International (Aust) Ltd., referred to as WYI in this Contract. As part of Your application process, You are required to confirm that You have read and thoroughly reviewed this contract and that You understand, entirely accept and agree to be bound by all of its terms.

If You have any questions regarding this Contract, please contact WYI and we will be happy to assist You. However, You should seek legal advice if You do not fully understand any provision included in this document.

Definitions of key terms used in this Contract are defined at the end of the Contract.

1. Responsibilities and Services Provided by WYI

1.1 Participant's Program.

In exchange for You raising the Identified Amount as per the Program Schedule Sheet and provide the volunteer services pursuant to this Agreement, WYI agrees to arrange a placement on a Program in a Host Country for which You shall provide volunteer services during the Project Period.

1.2 Placement Arrangements.

All placements are made by the Host Organisation after receiving requests for development assistance from a local community. As a result, You are required to be flexible with regard to Placements and the specific Project that is ultimately selected and approved for Your Program.

In some cases, the actual Project may differ slightly from the description on our Website or in any related literature.

1.3 Team Leader.

WYI will supply an Australian Team Leader who will be responsible for the successful implementation of the Program and Project(s) that You are involved in. Team Leaders are selected for their ability to handle the many challenges that come with running a Program in a developing country. They are given specialised training by WYI to provide them with the knowledge and information required to implement a Program.

A Team Leader's specific responsibilities include:

- Arriving early in the country and liaising with the In-Country Partner to make all necessary arrangements for Your program
- Meeting You at the airport in the Host Country upon Your arrival and conveying You to the chosen accommodation
- Working in conjunction with the In-Country Partners to design projects that meet the WYI Development Philosophy
- Explaining and reviewing, in detail, the WYI Risk Management Plan, Your Terms and Conditions of Participation and possible Health and Security risks relevant to the Host Country
- Designing and providing You with an Itinerary that details the schedule for The Program
- Management and disbursement of The Program funds
- Dealing with conflict that may arise within the group
- Providing leadership and guidance to You for the term of The Program
- Organising the renewal of Visas for volunteers, if required

In all instances and for the term of Your Program the Team Leader can and will make adjustments to the Itinerary and/or cancel aspects of the Program if he/she feels that there is a significant risk to the Health, Security or Safety of anyone involved with the Program.

1.4 In-Country Partners.

In-Country Partners are available in each Host Country. The In-Country Partner serves as the primary contact for the Team Leader in the Host Country during the Program Period. The primary purpose of the In-Country Partner is to:

- Assist the Team Leader during Your Program

- Arrange placements and Projects in the Host Country
- Provide cultural information, general safety precautions and related issues
- Offer emergency help or support if reasonably possible and as needed

1.5 Airport Arrival.

A WYI Team Leader or nominated associate will pick you up from your final destination airport in the Host Country if you inform Us of Your flight schedule, in writing, at least four weeks in advance of your arrival in the Host Country. If due to unforeseen circumstances, the WYI representative fails to arrive within three hours of Your scheduled arrival in the Host Country, You should travel to the local contact hotel/guesthouse and contact the In-Country Partner within 72 hours.

If you arrive prior to the Program commencement date or stay after the Program completion date, you are responsible for covering any associated costs.

1.6 Accommodations.

Accommodations vary among countries and regions and may also depend upon local conditions. The accommodations will be basic to moderate but will vary depending upon the country and location within the country. Hygienic conditions for bathroom, toilet and related living facilities are often below western standards and are very primitive in many developing countries.

Any accommodations provided as part of Your Program, is intended solely for use by Participants. No visitors of any Participant are permitted to make any use of any accommodation provided.

1.7 Meals.

All meals are provided on all programs.

(Nepal and Peru where applicable)

When placed with a Host Family in Nepal and Peru, You will be provided with meals. The Host Family typically serves a family meal for all to eat and does not serve separate meals for You. You may wish to supplement the provided meals with food purchased by You, particularly if You prefer a western diet. In such cases, You are to account for this in Your personal budget. The Host Family does not provide any mineral water, special diets or other beverages. If you have a special or unique diet, the Host Family has no obligations to assist You with special dietary needs. If You require any dietary or other supplements to the meals provided, You must make such arrangements as You seem necessary at Your own personal expense.

Drinking water will be provided during Your Program, but not other beverages.

1.8 Travel Insurance and Liability.

The Program fee paid by You does not cover Your insurance and liability cover. This Insurance is compulsory for the duration of Your Program. When selecting Your Travel Insurance Policy, WYI requires that at a minimum You are covered for medical expenses including emergency repatriation and personal liability. WYI also recommends that The Policy also covers loss of luggage, personal effects and Program cancellation.

A copy of Your Insurance Policy documents will need to be sent to the WYI head office prior to Your departure overseas. Failure to do so will mean exclusion from Your Placement. Please ensure You have Your Travel Insurance Policy Number and emergency telephone number for Your chosen insurance company in case of an emergency.

Please make sure You thoroughly read the terms and conditions of Your Insurance Policy and ensure You are satisfied with the cover provided for You.

1.9 Visas.

WYI does not provide or make arrangements for the issuance of visas. Placements are strictly for voluntary services only and require a tourist visa. Application forms will be provided to You by WYI.

2. Responsibilities of the Applicant

2.1 Payment or fundraising of Program Fees.

In consideration for WYI services in planning and arranging Your Program, You hereby agree to fundraise the amount listed for WYI, or to pay to WYI all of the Program Fees listed in the Program Schedule Sheet. Please make sure You understand and agree with the breakdown and disbursement of Your Program fee provided by WYI, prior to signing

this Agreement. It is also Your responsibility to compare WYI costs with similar organisations and to determine the costs in the country of Your Program.

2.2 Placements and Projects.

You hereby agree to be open and flexible in accepting Your Placements and Projects within the Host Country.

2.3 Developing Countries.

Developing countries obviously have great needs but very limited resources. As a result, You hereby agree that Placements and Projects in developing countries can not and shall not be held to the same standards as similar Placements and Projects in developed nations. You agree that You shall not request Placement on a WYI Program in a developing Host Country unless You have a thorough understanding of what to expect as far as accommodation, meals and likely Project challenges.

2.4 Applicant Information.

You hereby authorise WYI to collect and retain personal information about You in connection with Your application with Us and You agree to provide additional information about You as requested by WYI. Such information to be collected and considered by WYI in reviewing Your application includes, but is not limited to, references, employment history, health history, medical information, passport details, travel insurance details, police check and Your current mailing address. You agree, understand and acknowledge that WYI may use any photographs You take during the course of Your Program to be used in company promotion materials (newsletter, brochure and website), You also agree, understand and acknowledge that WYI may share Your personal information with the Team Leader, Project Staff, In-Country Partners, Host Family and similar persons or entities in connection with possible Placements and/or Projects for You. If WYI should determine, in its sole discretion, that You are unsuitable for any Placement, You agree that WYI may terminate Your participation by notifying You of the termination. Upon any such termination, You agree that You are only entitled to any refunds that may be specifically required pursuant to section 5 below.

2.5 Performance of Services during Your Program.

For the entire duration of the Project Period, You hereby agree that You shall provide services in connection with the Project, as requested and directed by the Team Leader. You hereby agree to join Your Program on the correct date and to continue to work on the Project throughout the duration of the Project Period. If time is required away from Your Project, permission in advance is to be obtained from Your Team Leader.

2.6 Respect and Adhere to Local Culture and Customs.

It is Your responsibility to understand and follow the local culture, customs and laws during Your entire stay in the Host Country. You agree to dress appropriately, respecting the culture of Your Host Country and its people. You hereby agree to conduct Yourself in an appropriate manner relating to, but not limited to, Your attitude, behaviour, and relationships. You understand that during Your Program You will be representing both WYI and Australia and You will be held accountable for Your actions. You understand that all activities relating to contact with local community **members that occurs outside of WYI's Program structure must be** pre-approved by the Team Leader. Examples include, but are not limited to, the purchase of gifts for locals, one-on-one meetings with members of the opposite sex, consumption of alcohol, parties, phone calls, text messages, social networking and general socialising. Entering into a relationship with a local community member is deemed to be unacceptable and will result in the immediate termination of Your Program.

2.7 Project Rules and Requirements.

In addition to the contractual requirements imposed upon You in this Agreement and the applicable laws of the Host Country, You are required to follow and adhere to any specific rules and/or requirements applicable to the Host Country. WYI does not have and does not accept legal responsibility for You if You contravene the laws of the Host Country. WYI does not have the ability or legal resources to protect You from punishment with respect to any illegal drugs, prohibited substances or other illegal activities. You are responsible for the cost of any legal proceedings relating to any such offences, for any damage caused and for any costs associated with such claims. You agree to repair or pay for, any damages caused by You, in Your place of residence or specific Project.

2.8 Visitors

Family and friends are strictly prohibited from visiting participants during their OA Program. This is due to risks associated with the health and security of Participants and locals, as well as disruption to the Program.

2.9 Contact Information.

You agree that it shall be Your sole responsibility to retain and carry with You any and all necessary contact information, including telephone number of the Team Leader and In-Country Partner so that You may contact them in the event any need should arise.

2.10 Responsibility for Program Acceptance.

You agree that it is ultimately Your responsibility to make sure that Your selected Program is the best Program for You and Your needs. You also agree, understand and acknowledge that You are solely responsible for thoroughly researching the Host Country and Program selected by You including contacting other Participants who have already worked in the particular Host Country or participated on the Program, to satisfy any and all of Your information needs.

2.11 Compliance with Host Family Rules. (where applicable)

If placed with a Host Family, You agree to respect the culture and follow the rules of the Host Family. Host Families in developing countries can be very sensitive to cultural differences and it is Your responsibility to discuss cultural issues with the Team Leader and/or In-Country Partner and/or Host Family.

2.12 Valuables.

You agree and acknowledge that You will not leave any valuable belongings unattended and that WYI and the Host Organisation is not responsible, under any circumstances, for any damaged, lost or stolen items.

2.13 Personal Care.

You agree that it is Your responsibility to clean Your own room, clothes, and personal use items during the Program Period and to bring any necessary sleeping bags or other accessories needed for personal use during Your stay. You further agree that You may not use any personal belongings of other people such as TV, telephone, computer or any other facilities without prior permission. For any such use, You agree to separately pay for these products and services and acknowledge that the Program Fees fee does not cover any such items.

2.14 Responsibility for Travel.

You agree, understand and acknowledge that You will be responsible for arranging and paying for Your own travel, specifically including all airfares to and from the Host Country. It is Your responsibility to carry all necessary documents while You travel overseas. You agree that WYI is not responsible for any additional airfares or any other charges that may result from cancelling, changing or transferring flights or other arrangements. The reason for which may have resulted or occurred as a result of Your travel arrangements being revised, cancelled, terminated or **otherwise modified due to an event and/or circumstance outside WYI's control.**

2.15 Personal Expenses.

You agree, understand and acknowledge that You are solely responsible for all of Your personal expenses during Your Program.

2.16 Insurance.

You are solely responsible for evaluating and determining the type, extent and levels of any insurance coverage You may need or desire during the Program Period, including, without limitation, the cost of cancellation of the Program by You; the cost of assistance including repatriation in the event of accident or illness; legal liability and expenses; lost baggage; cancelled flights; medical expenses; hijacking; liability arising due to personal injury to You or a third party; and cancellation of Your Program for any other reason. In addition, You agree, understand and acknowledge that You are solely responsible for reviewing Your Travel Insurance and determining whether such coverage adequately and appropriately serves Your needs. If You determine that the Travel Insurance is insufficient to accommodate Your insurance needs, You are solely responsible for arranging and paying for suitable additional insurance coverage. You are also solely responsible for maintaining any necessary insurance documents with You as may be needed to prove any insurance coverage available to You.

2.17 Limitation Against Direct Contact following Program, Project and/or Placement Completion.

You agree, understand and acknowledge that WYI has invested considerable resources in establishing and securing Your Placement overseas. As a consequence, You agree that upon completion of Your Program/Placement/Project You shall not directly contact any Project Staff, In-Country Partner, school or any other similar contact or resource provided or otherwise disclosed to You by WYI. You also agree that You shall not, under any circumstances, directly enter into any services arrangement with any such person or entity **without WYI's prior written approval.** You agree to seek prior approval from the In-Country Partner if you wish to maintain contact with their staff, volunteers, supporters or project recipients either in person or via social network services (eg. Facebook, Twitter, etc.) after Your Program has completed.

2.18 Personal Liability.

You agree that You are and shall remain personally and solely liable for Your conduct, actions and/or omissions within the Host Country, including, without limitation, any damages You may cause:

- To the Host Family and/or accommodations provided by the Host Family (where applicable)

- To the accommodation provided for You by WYI.
- To the Project Staff and/or the Project.
- Any person or property located within the Host Country.

2.19 Passports.

You agree that You are solely responsible for ensuring that You have and maintain a valid passport that is acceptable to the immigration authorities of the Host Country of Your Placement and any costs occurred in obtaining such item.

2.20 Responsibility for Immunisations and Medical Conditions.

You agree that it is and shall remain Your sole responsibility to ensure that You have sought appropriate medical advice from a Licensed Medical Practitioner and/or Specialist in respect to the Host Country in which You will be working. It is also Your responsibility that You have received all of the appropriate inoculations, immunisations and medical treatments, in respect to the Host Country in which You will be placed, within the appropriate period of time prior to Your arrival within the Host Country. In addition, You agree that You are solely responsible for taking with You and maintaining any necessary/recommended medications or medical equipment (such as syringes, and malaria tablets). You acknowledge that all non-prescribed medications are prohibited while on Your program. You also agree to take reasonable steps to keep Yourself in good health by taking any such medications and not taking part in any high risk activities during Your Placement which could compromise Your health.

2.21 Medical Disclosures.

You agree that You will fully disclose to Us any and all medical conditions and health issues before Your departure and Your work on any Project. You agree that if You provide any incorrect or false information to us, You will be solely responsible for any results and/or legal consequences under the laws of the respective Host Country. If You have given any incorrect or false information about Your medical or mental health conditions, You may, at the discretion of WYI, be removed from the program immediately and may not be permitted to work in any Placement related to WYI. You agree that You automatically waive and forfeit any right to any reimbursements and You will be responsible for all expenses associated with an early return should You be removed.

2.22 Food and Water in Developing Countries.

Water, food safety and sanitation in developing countries is not nearly as regulated as it is in developed countries. As a consequence, tap water and some local foods from smaller restaurants and food vendors may be polluted, contaminated or contain impurities that could be harmful when ingested. Any consumption of tap water, without boiling it first or eating foods from roadside vendors or similar sources may result in diarrhoea or more serious ailments. For these reasons, You agree that You are solely responsible for taking adequate precautions and steps to minimise the risk of You becoming ill from any of these sources.

2.23 Travel Advisories.

It is Your sole responsibility to investigate any travel warnings/advice in regards to Your Program/Project/Placement from Your appropriate government agencies. You hereby agree that You are solely responsible to do so and do hereby assume all personal risks of travelling to and volunteering in any Host Country.

2.24 Visas.

In all cases, a visa or entry permit is required for entering any Host Country to provide volunteer services. You agree, understand and acknowledge that You are solely responsible for arranging, obtaining and/or extending Your visa, including payment of any and all fees associated with Your visa.

You acknowledge that many countries do not offer visas specifically for volunteer work and are often very difficult or impossible to obtain. Accordingly, volunteers choose to enter the Host Countries on a tourist visa. Most Host Countries are tolerant of volunteers who are present on tourist visas however, there is no guarantee that this will remain the position in any particular Host Country.

2.25 Prohibited Activities.

You agree that You shall not engage in any missionary activities, criminal activities, illegal drug use or trafficking, interactions with terrorist groups, or any political activities. You agree that You will not travel alone after dark or engage in any other reckless or negligent conduct that could impair Your welfare or safety such as alcohol abuse or ingesting any other drugs. You further agree that You will not swim in any open rivers or travel alone in dense forest or isolated areas where You may get lost. You agree that You will not smoke inside any Project facility or any Host Family premises without prior permission. You agree that You will not invite In Country Staff or locals on R&R or any Optional Adventure Packages without prior written consent from the WYI Office. You agree to not enter into inappropriate relationships with local community members during your Program.

2.26 Resolution of Complaints.

It is Your responsibility to first try to resolve any complaints through the Host Family, Project Staff, Team Leader or the In-Country Partner before contacting WYI. However, if the problem is considered serious, You should contact WYI immediately. WYI will promptly contact the Team Leader and In-Country Partner and any other parties involved to resolve the issue in a manner that is acceptable to all parties.

2.27 Reporting of complaints to WYI

You hereby agree to follow these steps when wanting to submit a complaint to Us upon Your return to Australia:

Submit Written Complaints:

All complaints that are submitted to WYI must be submitted in writing and signed by You, which shall be deemed to constitute a representation by You that all statements contained in the complaint are true and correct. WYI does not accept complaints submitted by emails. While submitting complaints You agree not to complain about the limitations **of WYI's program and services. (Our services, limitation of programs, and Your responsibilities are explicitly given in many sub sections of these Terms and Conditions.)**

Team Leader and In-Country Partner's Reply:

Once we receive Your written and signed complaints, WYI will forward it to the Team Leader and In-Country Partner for their response. WYI will also collect information to verify Your complaints from Project Staff (where you worked), Host Family, Project Coordinator and relevant witnesses.

Verification and Decision:

On collection of all information about Your complaint from the Host Country, WYI will, fairly and without bias, analyse Your complaints and verify the facts, Our promised services, and any violation of this Agreement. Once a decision has been made You will be notified, in writing, of the outcome.

Time Period:

Processing of all complaints, including verification, analysis and decision making can take up to one to two months.

3. Program Fees and Application Procedure

3.1 Payment of Program Fees.

In consideration for WYI's services in planning and arranging a Placement and Program for You, You agree that You shall pay to WYI, Your Program Fees listed in the Program Schedule Sheet. Program Fees are to be paid monthly and in full, two months prior to the Program commencement date, using an approved method of payment as set out in the invoice. You also acknowledge that an additional Bank Merchant Fee of 2% (of the payment amount) will apply to any Program Fees paid using a Visa or Master Card. Program fees and adventure package costs are subject to change without notice due to price increases and the fluctuation in the Australian dollar.

3.2 Application Procedures.

Upon receipt of Your initial application, You will be required to take and submit an online interview, which will take approximately 45 minutes, following this WYI will contact You to review Your interview form, provide an overview of Your Program and determine your suitability. All meetings are conducted by telephone unless You are based in Adelaide. If You are accepted onto the Program, a comprehensive package will be sent out to You.

3.3 Non-refundable Application Fee.

A non-refundable \$55 application fee is required with Your initial application form. Upon acceptance of Your program, a deposit of \$550 is required to confirm your place. This represents a portion of Your Program Fees and will be deducted from the total balance owed. If You do not meet the specific criteria, WYI will refund Your deposit in full. If you cancel Your program, there will be a cancellation fee of \$550 and Your deposit will be forfeited.

3.4 On receipt of Your deposit and once You have completed a fundraising registration form, WYI will issue You with a Letter of Authorisation to fundraise on Our behalf if required. No fundraising is to commence without first obtaining this letter. WYI will also issue You with a tax deductible receipt book for approved donations received.

3.5 Finalisation of Payments and Form Return.

WYI reserve the right to postpone Your Program commencement date if You do not complete and return to Us all of the required forms and finalise Your Program Identified Amount, two months prior to Your Program commencement date.

3.6 Late Payment of Program Fees.

In the case of any Fees being paid after the specified due date (as appears on the invoice), WYI reserves the right to impose a Late Payment charge of AUD\$20. You will first be **notified, via a 'Reminder' notice, that Your payments are in arrears** and You will be given seven days to rectify this. If payment still has not been received by You then a Late Payment charge will be added to Your next invoice, in addition to any outstanding payments.

3.7 Changes to program Fees.

The fees quoted for this program are subject to a minimum number of 6 paying participants, participating together on the same program. WYI reserves the right to re-cost program fees should minimum number not be met.

4. Conditions of Fundraising

4.1 No fundraising is to be commenced by You without receiving an authorisation letter from WYI.

4.2 Any fundraising event organised by You, must be approved in writing by WYI.

4.3 Any promotional material organised by You, must be submitted to and approved in writing by WYI.

4.4 It must be stated by You that all funds raised are going direct to WYI, and will be used to fulfil its Principal Purpose including the providing of development programs and community projects overseas and payment of Program Fee.

4.5 Any donations received must be deposited into the WYI bank account fortnightly. Tax deduction receipts are to be issued for donations.

4.6 Receipt books are to be returned to WYI at the completion of the fundraising schedule with all amounts verified for taxation deduction purposes.

4.7 All donations received and fundraising conducted by You on behalf of WYI, must be forwarded to WYI. When fundraising for a program fee, the amount must be received by WYI 60 days prior to the program start date in accordance with the Program Schedule Sheet.

4.8 All donations received and fundraising conducted by You including fundraising towards your Program Fee on behalf of WYI, are non refundable.

4.9 Any fundraising events conducted by you are **not covered under WYI's public liability insurance policy**.

4.10 As a fundraiser is not an employee or acting in any other capacity of WYI, You are fundraising at Your own risk. WYI is not liable for any injury, loss or damage sustained while conducting fundraising activities.

5. Cancellation and Refund Policy

5.1 Refund Policy.

WYI commits significant resources to arranging each Placement and Projects. In most Host Countries, payments to Host Country Partners, In-Country Partners, Project Staff and/or the Host Families are made well in advance to pay for their commitment and services. WYI is unable to recover these advance payments and therefore has adopted the following policy for all refunds:

5.2 Non-refundable Application Fee. A non-refundable \$55 application fee is required with Your initial application form. Upon acceptance of Your program, a deposit of \$550 is required to confirm your place. This represents a portion of Your Program Fees and will be deducted from the total balance owed. If You do not meet the specific criteria, WYI will refund Your deposit in full. If you cancel Your program, there will be a cancellation fee applicable.

5.3 Cancellation of Your Program by You, up to 60 days from the commencement of Your program, AUD\$550 is non-refundable.

5.4 Cancellation of Your Program by You, less than 60 days prior to the commencement date of Your Program, AUD\$1000 is non-refundable.

5.5 Cancellation of Your Program by WYI. If WYI cancels Your Program prior to the commencement date of Your Program, WYI will provide You with a full refund of the applicable Program Fees. If WYI cancels Your Program after the start of the Project Period because of political instability, a sudden outbreak of disease, natural disaster or similar

condition beyond Our control, WYI will refund to You a portion of the Program Fees based upon the remaining weeks in the Project Period less administration costs and advance payments incurred by WYI as stated in clause 5.1.

WYI reserves the right to change Your Program destination to another country or community because of political instability, a sudden outbreak of disease, natural disaster or other reasons beyond Our control.

5.6 Once You have commenced Your Program, no refunds are available, except under the circumstances stated in clause 5.5.

5.7 Any funds contributed to WYI from any fundraising event or as a donation to our organisation, are non refundable.

5.8 If You wish to change Your Program commencement date up to 60 days from the commencement date, no fee will apply. You may change Your commencement date as many times as you like providing You travel within 18 months from when you first apply.

5.9 If you change the date of travel less than 60 days prior to the commencement date, a late change fee of \$500 will be added to your total Program fee.

5.10 WYI reserves the right to transfer Participants to another country if there is an issue of safety, health or well-being.

5.11 Optional Adventure Package (Peru only)

A deposit of AUD \$200 must be paid to WYI three months prior to the start date of the Optional Adventure Package to secure a permit for Machu Picchu. This is strictly non refundable or transferable. If for any reason You need to transfer Your Program after payment You will be required to pay the deposit again.

6. Termination of Agreement

6.1 WYI reserves the right to immediately terminate this Agreement by giving You written notice of termination if any of the following events occur:

- WYI discovers that You are involved in any illegal activities or criminal activities before or during the Program Period
- Your behaviour, actions and/or conduct is deemed threatening, unacceptable or offensive according to the judgment of the Team Leader and/or the In-Country Partner and/or otherwise causes fear or distress to any member or guest of the Host Family or anyone else involved in the Program
- You provide to WYI incorrect or false information about Your medical or mental health conditions. Any such termination pursuant to this subsection 5.1 shall be effective from the date of notice of termination and You agree that You shall not be entitled to any refund whatsoever

6.2 Termination after Notice has been given.

WYI reserves the right to terminate this Agreement by giving You notice of termination if any of the following events occur:

- The Team Leader or our In-Country Partner feels that You are not fulfilling Your responsibilities and duties under this Agreement
- You refuse to accept and perform Your volunteer services under this Agreement
- You violate any term of this Agreement

In the event WYI considers terminating this Agreement for any of the grounds provided in subsection 6.2, WYI will first give You written notice identifying the violation alleged and You will then have ten (10) days from the notice to remedy the alleged violation. If You fail to remedy the alleged violation within the specified period, WYI may proceed to terminate this Agreement by giving You notice of termination. No refunds whatsoever shall be recoverable or payable to You in the event of any termination of this Agreement pursuant to this subsection 6.2.

6.3 Effect of Termination.

In the event of any termination, You shall be required to immediately leave and vacate Your accommodation and the Project premises. If you fail to immediately comply, appropriate legal action may be initiated against You as is necessary to compel Your compliance. In all events, WYI shall bear no responsibility or liability for any termination hereunder and You are solely responsible for any costs of return travel, meals and/or alternative living arrangements. If terminated, You will not be able to have any further involvement with WYI or its members and You will not be **permitted to attend WYI's Personal Empowerment Program** or Your local Step Out group.

7. Child Protection Code of Conduct

7.1 While on a World Youth International Overseas Action Program, I will agree to:

- Treat children with respect regardless of race, colour, sex, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status.
- Not use language or behaviour towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate.
- Not engage children in any form of sexual activity or acts, including paying for sexual services or acts, where under the law(s) applicable to the child, the child is below the age of consent or the act(s) are an offence under relevant laws.
- Wherever possible, ensure that another adult is present when working in the proximity of children not invite unaccompanied children into my home, unless they are at immediate risk of injury or in physical danger.
- Not sleep close to unsupervised children unless absolutely necessary, in which case I must obtain my **supervisor's permission, and ensure that another adult is present if possible.**
- Use any computers, mobile phones, or video and digital cameras appropriately, and never to exploit or harass children or to access child pornography through any medium.
- Refrain from physical punishment or discipline of children.
- Refrain from hiring children for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury.
- Comply with all relevant Australian and local legislation, including labour laws in relation to child labour.
- Immediately report concerns or allegations of child abuse in accordance with WYI Policy.

7.2 If photographing or filming a child for any work related purposes, I acknowledge that I must:

- Before photographing or filming a child, assess and endeavour to comply with local traditions or restrictions for reproducing personal images.
- Before photographing or filming a child, obtain consent from the child or a parent or guardian of the child. As part of this I must explain how the photograph or film will be used.
- Ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive.
- Ensure images are honest representations of the context and the facts.
- Ensure file labels do not reveal identifying information about a child when sending images electronically.

8. Releases and Waiver of Liabilities

8.1 Assumption of Personal Risks.

You hereby agree, understand, acknowledge that Your Agreement to participate on a WYI Program in a Foreign Country necessarily involves a certain degree of hazards and personal risks to You, both foreseen and unforeseen, all of which are fully accepted by and assumed by You. In addition, You hereby fully and permanently release and forever discharge WYI from any and all liability for any personal injury, emotional injury, illness, disease, death and property damage. This may result or occur during Your placement and or Project Period.

8.2 Release and Waivers in Favour of WYI.

You hereby fully, permanently and **irrevocably agree not to sue WYI or it's Managers, Team Leaders, Participants, Members, Employees, Office Holders, any In-Country Partners, Project Staff, Host Families or other persons, Entities, Parties or Organisations collaborating with WYI (hereby known as the Released Parties).** You also, voluntarily and without duress, discharge and release WYI for ever more from any and all actions, suits, liability, claims for personal injury, emotional injury, illness, disease, death, property damage or other losses, expenses and/or damages. All of which may arise from any cause whatsoever, including but not limited to, Your participation on any Program or Project, managed, arranged or promoted by WYI and/or Associates.

8.3 Acknowledgment.

You agree, understand and acknowledge that Your Release and Waivers, as set out above in 8.1 & 8.2 in favour of those Released Parties, effectively releases and discharges those Released Parties from any liability or claim that You may lodge against them. This includes and is in respect to any Claims that may result from Your participation in any

Placement and/or Project or Program. You also agree, understand and acknowledge that WYI does not assume any responsibility 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. You agree, understand and acknowledge that You are solely responsible for Your own safety and health care needs and for the protection of Your property.

8.4 Insurance.

You agree, understand and acknowledge that WYI does not carry or maintain any health, medical, disability, damage or other liability insurance coverage for Your benefit, and You hereby expressly release WYI from any responsibility or obligation to do so. You agree, understand and acknowledge that WYI strongly recommends that You obtain and maintain suitable insurance coverage on Your behalf during the Project/Program Period and that You are solely responsible for obtaining and maintaining such insurance.

8.5 Medical Treatment.

You also hereby release and forever discharge the Released Parties from any and all Claims whatsoever that may arise in relation to any First Aid or other medical treatment rendered to You during Your participation in any Project or Placement. This is also the case and applies to any other activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with WYI.

8.6 Developing Countries.

You agree, understand and acknowledge that working in developing countries not only offers opportunities for great adventure and cross-cultural immersion, but it also carries the corresponding limitations of developing countries. These limitations include, but are not limited to, poverty; poorer quality of food and water, poorer living accommodations, limited and less sophisticated medical services, limited or no democratic freedoms, limited or non-existent personal comforts such as air-conditioning, less stable governments, limited communication and transportation facilities; terrorist activities, higher criminal rates, beggars; and wide-ranging cultural differences that may affect Your stay in many ways. These are the realities of developing countries and You acknowledge and assume the task and risks of accepting these and other similar limitations during Your stay within a developing country.

8.7 Acknowledgment.

You, as the Applicant agree, understand and acknowledge that You:

- Have read and fully understands this legal Contract, with full knowledge of its meaning and significance;
- Intend that this Agreement be legally binding upon and enforceable against You as the Applicant;
- Are at least eighteen (18) years of age at the time Your program commences, fully competent, and entering into this Agreement voluntarily of Your own free judgement.

Declaration

I confirm acceptance of My position on the Overseas Action Program and have read, understood and agree to abide by the above terms and conditions of participation for the Overseas Action Program.

Name: Signature: Date:

Witnessed by (Can be any person over the age of 18 years):

Name: Signature Date

Address:

If you are under the age of 18 at the time of signing this agreement, please ensure your guardian co-signs this agreement.

Name: Signature: Date:

Definitions of Wording Used in This Agreement

This Agreement includes certain terms that are specifically defined in the Definitions that follow. A capitalised letter indicates defined terms at the beginning of the term and shall have the meaning and intent respectively defined below:

“Agreement” shall mean this Participation Agreement between You, as the Applicant, and World Youth International (Aust) Ltd. including any other written exhibits that may be referenced herein and/or attached to this document.

“Applicant” shall mean the specific person who applies for the program and is identified in the Application Sheet that enters into this Agreement with World Youth International (Aust) Ltd. and may generally be used interchangeably with “You” or “Your” when possessively referring to You.

“Application Fee” shall mean the applicable amount to pay WYI by the Applicant as identified in the Program Schedule Sheet.

“Host Country” shall mean the Country in which the Applicant is placed to perform volunteer services.

“Host Country Partners” shall mean the various persons, entities and/or organisations located within the respective Host Countries that have entered into an arrangement, relationship and/or contractual Agreement with WYI and thereby generally agreed, subject to certain restrictions, to accept WYI Participants and allow the Participants to provide volunteer services in connection with Projects being conducted within the Host Country.

“Host Family” shall mean the people in the Host Country who provide living accommodations and meals to Participants during the Project.

“Host Organisation” shall mean the respective entities and organisations located within each Host Country that generally coordinate and organise volunteer services and primarily decide which Projects within their Host Country require the volunteer services to be provided by Participants.

“Identified Amount” shall mean the applicable amount to fundraise for WYI by the Applicant as identified in the Program Schedule Sheet.

“In-Country Partner(s)” means the person(s) in the Host Country who organises and coordinates Placements of Participants.

“Letter of Authorisation” shall mean a letter authorising such parties to fund raise on behalf of WYI

“Participants” shall collectively refer to persons that have volunteered services pursuant to an Agreement entered into with WYI and generally includes the Applicant.

“Placement” shall mean the general process of placing Participants in a particular service Program and Project located within a Host Country.

“Principle Purpose” as defined by participant as to how fundraised monies are to be distributed.

“Program” shall mean the set, structured and/or designed activity that has been offered to the applicant by WYI and encompasses the Applicant’s ‘Placement’, ‘Project’ and ‘Project Period’.

“Program Fees” shall mean the applicable fees to be paid to WYI by the Applicant as identified in the Program Schedule Sheet.

“Program Schedule Sheet” shall mean the document that contains the Program Period and the applicable Program Fees to be paid or fundraised by Applicant.

“Project” shall mean the specific activity for which a Participant is engaged and selected to provide volunteer services on.

“Project Period” shall mean the length of time for which a Participant is scheduled to work in the Host Country in completion of the Project as per the Program Schedule Sheet.

“Project Staff” shall mean the Directors, Managers, Employees, Representatives and/or other Agents that are responsible for or otherwise in charge of the Project for which the Applicant is providing volunteer services hereunder.

“Released Parties” shall mean all those involved with WYI who are indemnified against any legal claims or suits and includes: WYI and it’s Managers, Team Leaders, Participants, Members, Employees, Office Holders, any In-Country Partners, Project Staff, Host Families or other persons, Entities, Parties or Organisations collaborating with WYI.

“Team Leader” shall mean the specific person appointed by WYI to lead the Overseas Action Program

“WYI” shall mean World Youth International (Aust) Ltd and or Associates. and may generally be used interchangeably with “We” or “Us” or “Our” when possessively referring to Us.