



OCEANS 2 EARTH VOLUNTEERS

Welcome to Oceans2Earth Volunteers, a not-for-profit international animal welfare and conservation volunteer organisation. O2E has made all reasonable efforts to ensure that all information provided through the website is accurate at the time of inclusion; however, O2E acknowledges that there may sometimes be inadvertent and occasional errors which O2E will rectify upon identification.

## Volunteer Terms & Conditions

Please read these terms and conditions carefully as they form an important part of the contract for your project.

These terms and conditions shall be governed by and construed in accordance with the laws of Australia under which Oceans2Earth Foundation-Oceans2Earth Volunteers Ltd is registered. Disputes arising shall be exclusively subject to the jurisdiction of the courts of Australia.

O2E reserves the right to change these terms and conditions at any time by posting changes online. You are responsible for reviewing the information posted online to obtain timely notice of such changes. Your continued use of our services after changes are posted constitutes your acceptance of this agreement as modified by the posted changes.

This contract is between Oceans2Earth Foundation - Oceans2Earth Volunteers Ltd, a not-for-profit company registered in Australia ABN 66 1538 96023. ('O2E ', 'we' or 'us') and the individual named in the attached application form ('you'). It has precedence over all other information both verbal and written. This is the exclusive contract.

### 1. Acceptance

O2E accepts volunteers who wish to make a valuable contribution to animal welfare or conservation. Volunteers are required to act in accordance with O2E's Volunteer Code of Conduct and O2E Ethical Standards during their volunteering experience. Volunteers must be 18 years of age by their departure date in order to participate or if currently under the age of 18, must have a parent or guardian's signature on the O2E Volunteer Agreement. Volunteers must be medically able to participate in the volunteering activities. In some circumstances a medical form and doctor's release may be required by O2E.

Once your placement is confirmed, your deposit is non-refundable unless otherwise stated in the contract. The balance of the project cost must be paid no later than 90 days prior to the start date of the placement or immediately if booked less than 90 days before the start date of the placement.



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## 2. Bookings

To make a booking you will be required to use the O2E Online Application Form which can be found on the O2E website. The volunteer will need to pay a deposit at the time of booking to confirm the application. O2E will invoice you for the remainder of the cost and the due dates for further payments. The balance of your booking must be paid no later than 90 days prior to the start date of the placement. If full payment is not received by the O2E office by this date, O2E will assume that the volunteer has cancelled and cancellation fees will apply (See 1.5. Cancellation Policy).

If the balance of project fees are not paid prior to 90 days before the start date of the placement, the project host is notified of your cancellation. If you wish to re-establish your booking by making payment after this date, O2E cannot guarantee a place for you at the project.

In the case of late payments, a \$50 AUD late fee will be payable. If the booking is made less than 90 days before the start date of the placement, full payment must be made on booking. No late fee will be incurred in this instance.

Dependent on the project you have selected, you may be required to complete and return additional forms. This is important information required by O2E and the project to proceed with your booking. O2E reserves the right to postpone your booking if you have not returned all the necessary completed forms to process your application within the required timeframes.

If O2E accepts your booking, we will issue a confirmation. A contract will exist between O2E and the volunteer from the date we issue the confirmation. When you receive the confirmation please check the details carefully and inform us immediately if anything is incorrect.

## 3. Insurance

O2E requires all volunteers to secure valid comprehensive travel and cancellation insurance which includes, but is not limited to, cover for working with animals, visiting and working in rural areas, injury, death, repatriation, medical expenses, cancellations and curtailment and any relevant dependents while working with one of our project partners. It is a condition of accepting your booking that you agree you will have obtained and provided evidence of travel insurance by the date of departure.

We accept no liability for loss of and/or damage to any luggage or personal possessions (including money).

Please note: Not all insurance policies will cover you for working with animals or undertaking in extreme sports. You should ensure that there are no exclusion clauses which limit cover for the type of activities included in your project. Please go to Travel Insurance on the O2E website for more information.



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#### 4. Flights

It is the volunteer's responsibility to arrange and pay for any flights, including any internal flights. O2E cannot be held responsible for any action, negligence, or event relating to the purchase, or operation of flight tickets, or flights that you purchase. Further, O2E will not be responsible for any costs, or refunds, due to changes, or delays in such flights.

The volunteer agrees to advise O2E of flight arrival and departure details that impact on connecting transfers and other transport arranged by O2E. The volunteer must also advise of any subsequent changes that impact on connecting transfers and other transport arranged by O2E. Should you arrive outside the agreed start date/time for your project, or do not advise of your correct arrival details, you may have to cover transfer costs or make your own transfer arrangements.

#### 5. Additional domestic transportation in host country

Additional domestic transportation in the host country may be required as only some projects include a meet and greet and transfer service upon arrival to the airport or your hotel. In the event this is not included in your chosen project, it is the volunteer's responsibility to book and pay for these costs. These may include local bus transfers, entry, visa and customs fees and interim accommodation. If, for any reason the volunteer misses any scheduled project transportation, O2E will make every effort to rebook the transportation; however O2E will not be liable for a change in conditions or for additional costs associated with this change in schedule. Wherever possible, O2E will provide details of additional transport or accommodation requirements via the website or your Project Information Pack. It is the volunteers' responsibility to book additional transport and accommodation where not supplied as part of the project package.

#### 6. Visa, passport, travel documentation

Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate Embassy, Consulate or Foreign Office for the exact requirements for your chosen country and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region you are visiting. If you fail to do so, we have no liability to you for any cost, loss or damage which you may suffer. In some cases, countries will refuse entry to people who have criminal records. For further information, please check with the Embassy or Consulate of the countries to which you are travelling. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred, therefore we advise you to check with your passport office or the Consulate in question if you have any queries. Volunteers travelling overland to certain destinations may need to also pass through controls of other countries en-route. It is your responsibility to ensure you have the appropriate passport and/or visa applications.



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## 7. Health

Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical complaints, hereditary problems, previous trauma or dietary requirements, existing or arising in the months prior to travel or otherwise; whether or not you believe they will affect participation on an O2E project. O2E reserves the right to contact your Doctor or medical advisor if so required. There are no professional medical facilities at O2E projects. Medical care may be up to 12 hours travel from a project location and O2E is unable to accept responsibility for providing medical care although we will use responsible endeavours to arrange for you to have access to medical care provided under your insurance policy in emergencies.

We are able to give general advice on mandatory health requirements; however, we are not medical experts. It is the volunteer's responsibility to familiarise themselves with travel advice provided by the relevant government bodies to ensure that you obtain proper and detailed medical advice at least six months prior to travel, or as soon as possible, for the latest health requirements, recommendations for your destination and costs. Where you do not do so and either the volunteer is not allowed to enter any country, or suffer personal injury or death as a result, O2E has no liability to you for any cost, loss or damage which you may suffer. Volunteers with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

The volunteer agrees that O2E staff, project staff or its service suppliers may give consent for medical treatment on your behalf where you are unable to give consent yourself.

## 8. Meals

Trying a variety of foods from other cultures can be fun and challenging and is part of O2E's philosophy for an authentic experience overseas. Food on an O2E project may reflect the local cuisine and some foods that are part of a regular diet at home may not be available. Vegetarians and vegans are accommodated at many of the projects that offer meals, however not at all projects. Volunteers with more specific dietary requirements may need to supplement the included meals at their own expense. Volunteers with food allergies (e.g. nuts, dairy) must ensure that O2E is aware of the existence and severity of the allergy. Volunteers must include dietary information on the O2E Online Application Form and must also notify the volunteer coordinator or the project kitchen staff upon arrival at the project.

No reimbursements will be made for volunteers who miss included meals.

The numbers of meals provided on O2E projects varies. Meals may be provided by O2E, the project, the tour operator, the host family or prepared/planned by the volunteers. Some projects require the volunteer to be responsible for the provision and cost of their own meals. See your Project Information Pack or the website for details regarding meal inclusions specific to your project.



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## 9. Project specifics

Due to the remote nature of many O2E projects, the volunteer understands and accepts that living conditions may be basic and potentially hazardous and must understand that O2E projects are not holidays. The volunteer accepts that the itinerary is an indication of what may happen and although O2E will aim to provide the listed activities and timetable, due to the nature of service providers and this is especially the case in developing countries, restricted communications and updates, and the free flow nature of these projects, the volunteer accepts that accommodation, activities, transport, locations and food may vary from those in published or advertised material.

Volunteers are expected to work the minimum agreed amount and achieve outcomes as required by a particular project.

Volunteers are expected to participate in all tasks and activities assigned to them by the project.

## 10. Project costs and Inclusions

All project costs and inclusions are outlined on the website or in your Project Information Pack. The volunteer accepts that all other costs and inclusions not included in the Project Information Pack will be incurred by the volunteer. These include, but are not limited to:

- Airfares and airline taxes
- Additional optional activities and products
- Passports and Visas
- Travel insurance

## 11. Participation requirements

All volunteers are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen project. Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the project.

Any likeness or image of you secured or taken on any of our projects may be used by the company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

## 12. Behaviour

A booking is accepted on the strict understanding that the volunteer undertakes to comply with the laws, customs, foreign exchange, drug and all other regulations of any countries visited during the project, as well as all hygiene, safety and security rules. In addition, many of our project hosts have their own rules and behaviour guidelines,



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which are intended to ensure your safety and enjoyment. You will be advised of any specific rules in your Project Information Pack or upon arrival at your project. If you commit any illicit act during the project or if in the reasonable opinion of O2E or project staff your behaviour is deemed to be disruptive, threatening or abusive or is causing or likely to cause danger, distress or annoyance to others we may terminate your project without any liability on our part. O2E and project staff reserve the right to remove you or any other person from the project if the staff or external advisors believe you or they will disrupt the smooth running of the project, or if you or their actions endanger themselves or other volunteers. In such a case no refund will be made and no additional costs will be payable by O2E.

### 13. Criminal activity

By completing the O2E Volunteer Agreement you agree to refrain from illegal or illicit behaviour or actions while volunteering on a project. It is the responsibility of the volunteer to be aware of the laws of the country you are visiting. If you engage in criminal activity, as defined by the host country, O2E accepts no liability for your behaviour or any subsequent criminal charges or incarceration. You must be mindful that some countries hold different values and cultural practices to your own and ignorance is no defence in a court of law. For further information, you should check with the appropriate Embassy, Consulate or Foreign Office for the laws and practices for your chosen country. In the event you are arrested or detained by law officials in the host country, O2E limits its responsibilities to once informed of your situation, to notify your registered emergency contact as listed on your Application Form and the appropriate Embassy, Consulate or Foreign Office.

### 14. O2E Ethical Standards & Volunteer Code of Conduct

O2E is a responsible volunteering organisation and provides volunteers with meaningful travel opportunities. O2E, project hosts and other partners abide by the O2E Ethical Standards.

Breaches of the O2E Ethical Standards by project hosts and other partners should be reported to O2E immediately.

The O2E Volunteer Code of Conduct is designed to help you achieve the most out of your placement in a safe manner. It also ensures that the organisations, animals and people we work with are treated with respect during your project.

Breaches of the O2E Ethical Standards and O2E Volunteer Code of Conduct by the volunteer may result in your time at the project being terminated without compensation.

The full O2E Volunteer Code of Conduct is attached below.

The O2E Ethical Standards can be found on the O2E website.



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## 15. Cancellation Policy

You may cancel your booking at any time providing that the cancellation is made in writing and in English. Notice of cancellation will be effective upon receipt of your written communication. From the time the contract is confirmed charges may be incurred and therefore we will retain your deposit to cover these costs. Additionally the following cancellation charges will apply as shown below.

Where written notification of the cancellation is received:

1. on or before 90 days prior to the start date of the placement: loss of original deposit
2. less than 90 days prior to the start date of the placement: 100% of the project cost.

Where written notification of the cancellation is not received:

1. resulting in failure to commence the project: 100% of the project cost.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to your insurance company.

### a. Booking Amendments

If, after our confirmation has been issued, you;

Make a change to your existing booking, change to another of our projects or change your start date, O2E reserves the right to charge an amendment fee of up to 10% AUD of the original project cost for each change. In addition to the fee we charge, any alteration, whether a change to an existing booking or a change to another start date, will also be subject to payment by you of any costs imposed by any of the service providers providing the component parts of the booking. If the project to which you transfer is more expensive than the one you originally selected, the difference in project cost will also be payable accordingly to the revised contract.

### b. Transfer of booking

Where you are unable to travel you can transfer your booking to another person provided you;

- a. notify us in writing;
- b. provide the full name, address and contact details of the new person taking over the volunteer contract (transferee);
- c. make a payment of an administrative charge of \$100 AUD per person plus payment of all costs charged or levied by those supplying your project arrangements.

The transferee must complete the O2E Online Application Form and fulfil any conditions that apply to the booking.



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Both the transferor (applicant relinquishing the booking to another person) and transferee will be jointly and severally liable for payment of the project costs. Any additional costs or cancellation fees incurred prior to commencement of the project are also the liability of both parties.

Please note that some projects have a specific number of places available for males and for females. Where a booking transfer is requested to a person of a different gender, these requests will be considered based upon project availability and may not be possible if a quota is already reached.

All communications relating to this contract (including any requests to cancel or amend your project arrangements must be in writing and English and delivered by email to [volunteer@oceans2earth.org](mailto:volunteer@oceans2earth.org).

## 16. If O2E changes or cancels your booking

We reserve the right to cancel your project or change any of the facilities or services in your project. We will endeavour to advise you of any changes known at the time of your application.

We plan the arrangements for your project many months in advance and may occasionally have to make changes, most of which are minor. If a major change becomes necessary, we will advise you of the change as soon as possible. A major change may include cancellation of project availability and an alternate project offered. When a major change occurs, you will have the choice of either accepting the change, or accepting a replacement O2E project of equivalent or closely similar price, or cancelling your project, in which case we shall refund you in full.

O2E is not responsible for cancellation, curtailment or injury arising as a consequence of Force Majeure. This term includes acts of God, natural disasters, extreme weather conditions, computer or systems failure, acts of war - declared or otherwise, civil unrest, military or usurped power or confiscation by or under the order of any government or public authority. O2E is not liable for refunds for loss or cost incurred following actions of a third party logistics or activity suppliers or actions based on advice from Government.

Spaces are limited for each volunteer project in each particular country, as are start dates. Therefore, O2E will accept volunteers on a first come first serve basis in the order that applications are received. When spaces are filled to capacity, volunteers will be placed on a waiting list and will be given the choice to select an alternative project or their deposit will be returned to them. O2E reserves the right to decline to accept or later reject any applicant for any reason.

## 17. Volunteers who leave an O2E project before project completion

Any volunteer who voluntarily leaves, or is removed from an O2E project before the scheduled completion date will not be refunded by O2E for any portion of their project costs, and their permission to re-join the project will be at the discretion of O2E and the project. O2E cannot assume responsibility for any volunteer once they have left the supervision of the project staff. This policy includes any volunteer being required to





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leave an O2E project as requested by staff for breach of contract, or for medical or personal reasons. Volunteers who leave the project due to medical or personal reasons (injury/illness or family crisis at home) should consult their travel insurance provider, which may provide for partial or full recovery of their project fees, depending on the reason for leaving. Volunteers who leave the project for medical reasons (illness or injury that requires medical treatment or a short stay in the hospital) may be permitted to re-join the project at the discretion of staff.

## 18. Our liability, conditions of carriage and limitations

Our obligations, and those of our suppliers providing any service or facility included in your project, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary amongst projects and sometimes these standards will be lower than those which may be expected.

We shall have no liability where the cause of the failure to provide, or failure in, your project or any death or personal injury you may suffer is not due to any fault on our part or that of our service providers, because it is either attributable to you, or attributable to someone unconnected with your project and is unforeseeable or unavoidable, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither O2E, the project or service providers could have foreseen or forestalled.

If you undertake and purchase any optional activities that are not part of your pre-booked project, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk.

We may operate projects in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you normally expect. Your booking is accepted on the understanding that you realise the hazards involved in this kind of project, including injury, disease, loss or damage to property, inconvenience and discomfort. Volunteer travel is one that allows alternatives and a substantial degree of on-project flexibility. Changes in itinerary may be caused by local political conditions, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances.

The project will run for the specified period advised. O2E is not liable for any additional costs of accommodation, food, medical insurance etc. that will be incurred if you choose to arrive in country before the start of the project, or remain in country after the official end date of the project. In the event that you choose to leave the project at any time, or if the project host has instructed you to leave, O2E is released of any responsibility which it may have had for your welfare.

O2E, like similar organisations, forms part of a network that selects volunteers who offer their skills on a voluntary basis without expectation of monetary gain and/or salary. Those project hosts most in need of volunteers, and set up by serious and responsible organisations that have a concrete structure in place to receive volunteers,



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form part of our network of beneficiary organisations. However, we do not guarantee nor can we be held responsible for the actual management and/or operation of the project/s.

O2E accepts no liability for any decisions based on information contained in this website; these are the sole responsibility of the volunteer. O2E accepts no liability for any direct, special, indirect, or consequential damages, or any other damages of whatsoever kind, resulting from whatever cause through the use of any information obtained either directly or indirectly from this website.

## 19. Contacting your next of kin

We reserve the right to contact your next of kin or parents if we deem it necessary.

## 20. Complaints process

We work with project hosts and service providers in each of the destinations that we offer projects. They are responsible for offering you support while you are in-country and are responsible for your orientation and organising your activities. They are there for any support you may need regarding local advice, emergency issues and to resolve any issues you may have regarding your project. In addition to the support, you will also be provided with O2E's 24 hour emergency contact number prior to your departure. Please note, however, that this is for genuine emergencies only. O2E is also contactable on the office contact number and email for non-emergencies, during office hours (Australian time zone +10GMT).

If you have any complaint while volunteering you must inform our office within 30 days of the project end date by writing to us in English to [volunteer@oceans2earth.org](mailto:volunteer@oceans2earth.org).

## 21. Website reproduction

Material may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way except for your own personal non-commercial use. Any other use requires the prior written permission of O2E. You agree not to adapt, alter or create a derivative work from any of the material contained in this site, or use it for any other purpose other than for your personal non-commercial use.

## 22. Privacy Policy

The O2E Privacy Policy sets out what information we collect, how we collect it and what we do with it. O2E is legislated by the Australian Commonwealth Privacy Act 1988.

Your information refers to information such as your name, contact details and special needs/disabilities/dietary requirements that you supply us or is supplied to us (Your information). Your information is collected when you request information from us, contact us (and vice versa) or make a booking with us. We will update your information whenever we get the opportunity to keep it current, accurate and complete. For the purpose of providing you with our services, including your project booking or insurance, etc., we may disclose your information to our service providers and project partners.



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We may collect and use your information and disclose the same to our "group companies" for business purposes.

We may also disclose your information to companies who act as "data processors" on our behalf, or to our service providers' operating systems or business functions on our behalf. These purposes include administration, providing services (and contacting you where necessary), customer care, improving our service, business management and operation, re-organisation/structuring/sale of our business (or our group companies), risk assessment, security and crime prevention/detection, research and analysis, marketing, monitoring, measuring and assessing customer purchasing preferences and trends, dispute resolution, credit checking and debt collection.

Some of your information (such as health) may be considered sensitive personal data under the Privacy Act 1988. We collect it to cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data from you on the condition that we have your positive consent.

***If you do not agree to our use of your information as above, we cannot accept your booking.***

We may from time to time contact you with information on offers of goods and services, brochures, new products, forthcoming events or competitions. Please note that our websites and communication mediums will assume you to agree to e-communications when you make a booking. You will be given the opportunity on e-communication we send you to indicate that you no longer wish to receive our direct marketing material. You can at any time email [volunteer@oceans2earth.org](mailto:volunteer@oceans2earth.org) to opt out of these communications also.

Any likeness or image of you secured or taken on any of our projects may be used by the company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

### 23. Lawful uses

You agree to use this site only for lawful purposes, and in a manner which does not infringe the rights of, or restrict or inhibit the use and enjoyment of this site, by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person and the transmission of obscene or offensive content or disruption of normal flow of dialogue within this site.

### 24. Disputes

If any of these terms or conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms and conditions are intended to be effective, then to the extent and within the jurisdiction which that term or condition is illegal, invalid or unenforceable, it shall be severed and deleted from this clause and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.



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## 25. Declaration

I am over the age of 18 years.

Or

I am currently under 18 but will be over 18 on the departure date to the project and understand that by taking part in the project after my 18th birthday; I will be confirming my agreement to the terms of this contract.

Or

Guardian

If I am not 18 years of age, nor will I be on the departure date to the project, I will require my legal guardian to give written consent prior to undertaking the placement.

1. I have no financial or legal restrictions on leaving or entering any country.
2. I have no criminal record or pending criminal charges or court appearances that restrict me to leave my country of residence.
3. I have declared any medical conditions relevant to my participation.
4. It is my responsibility to inform family, work or concerned parties of my participation on an O2E project and / or any ongoing travel plans.
5. I confirm that all the information I have provided on the form and elsewhere is correct. I will advise O2E in writing if, subsequent to submitting this form, circumstances arise which may affect my participation on a project, or there are any changes in my personal details.
6. I have read all O2E documentation supplied to me and understand the proposed project.
7. I accept that due to the fluid nature of life in developing countries the project may differ from that advertised but that O2E and their suppliers will provide a project that remains within the spirit of that advertised.
8. I agree to respect the decisions and authority of O2E's suppliers and staff in matters pertaining to the project, health and safety and the local population.
9. I agree that breaches of the O2E Ethical Standards by project partners should be reported to O2E immediately.
10. I understand that life in developing countries contains many different challenges and risks that are not met in developing nations, and agree to follow the health and safety advice given by O2E and their partners.
11. The volunteer agrees that staff of O2E or its partners may give consent for medical treatment on your behalf where you are unable to give consent yourself.
12. I agree to act in such a way as not to put myself or others at risk.
13. I agree to respect Australian law as it pertains to this agreement and host country law whilst on the project.
14. I accept that if I significantly break this contract or persistently behave in such a way as is, in the view of O2E or their partners, inconsistent with the spirit of the project, O2E retains the right to terminate the project.
15. I will immediately put in writing any questions or concerns I may have to O2E.
16. We reserve the right to contact your next of kin or parents if we deem it necessary.



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17. I agree to O2E contacting me by telephone, electronically or post as per the Privacy Act 1988 guidelines.
18. I have read, understood and accept the contents of this agreement and agree to be bound by them.