



## **TERMS OF USE**

**[HTTP://WWW.VOLUNTEERCR.ORG](http://www.volunteercr.org)**

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### **TERMS AND CONDITONS OF USE**

Please read the Terms and Conditions of THE ASSOCIATION OF INTERNATIONAL VOLUNTEERS IN COSTA RICA, from now known as AVIC, carefully before submitting your reservation form. By submitting a reservation to us you are agreeing to the following term and conditions. As part of your program documentation we will provide you with a PDF version of our Term & Conditions, Volunteer Agreement and Code of Conduct for your records. You will be required to sign a hard copy of these document in-country in during orientation.

### **Program Fees**

The PARTICIPANT is the person joining AVIC program as a volunteer on the program. The PARTICIPANT agrees to pay AVIC a program fee to arrange the international volunteer work placement and to also pay a fee to AVIC to host the PARTICIPANT in the chosen destination country for the duration of the placement. The program fees are listed on the fees page of this site.

### **Travel**

The PARTICIPANT is solely responsible for arranging and paying for their own travel, including all airfares or other transport costs to and from the host country as well as any local transport costs. It is the responsibility of the PARTICIPANT to carry all necessary documents when traveling abroad. While AVIC may advise the PARTICIPANT on required travel documentation, AVIC is not responsible for any supporting

documents necessary for the PARTICIPANT travel needs or other purposes.

PARTICIPANT is responsible for ensuring their travel documents are up to date and valid for travel.

## **Insurance**

AVIC does not provide the PARTICIPANT with insurance of any kind. Travel insurance is mandatory for each PARTICIPANT, and the PARTICIPANT will purchase this prior to arriving at destination country. The PARTICIPANT is solely responsible for evaluating and determining the type, extent and levels of any insurance coverage they need or desire for their planned volunteer travel period. However, it must cover their entire travel period. Proof of insurance must be supplied to AVIC with PARTICIPANT's flight details and passport number 6 weeks before arrival.

## **Refund Policy**

If a PARTICIPANT decides to cancel a Program, for any reason, the PARTICIPANT should submit notification of cancellation by email to our enrollment office. We will confirm receipt of your email by return and it is the date of this email will determine the date we received the cancellation. We will usually confirm all cancellation requests within 3 days. Any cancellation refunds payable by us will be made to the PARTICIPANT within 90 days from the date of confirmation of cancellation. All refunds will be subject to charges incurred in returning funds to the PARTICIPANT's account.

### **Refunds will be given in accordance with the following:**

If cancellation is effective 89 days or more before Program Arrival Date, AVIC will refund the total Program Fee minus the Reservation Deposit and any fees incurred in returning funds to PARTICIPANTS account.

If cancellation is effective between 75 and 60 days before Program Arrival Date, AVIC will refund 75% of the Program Fee minus the Reservation Deposit.

If cancellation is effective between 60 and 45 days before Program Arrival Date, AVIC will refund 50% of the Program Fee minus the Reservation Deposit.

If cancellation is effective between 45 days and 30 days before Program Arrival Date, AVIC will refund 25% of the Program Fee minus the Reservation Deposit.

No refunds will be given if a PARTICIPANT cancels a program within 30 days of Program Arrival Date.

After we pick you up at your arrival location on the first day of your Program, if you decide to leave or cancel your Program for any reason you will not receive a refund. Please do not ask our local staff for a refund, as you will be refused.

For all cancellations we will send written confirmation of cancellation to your postal address, emergency contacts and also inform your next of kin of the cancellation and of the termination of our agreement with you.

## **Change of Dates and Duration**

After completion of reservation, you have a 48 hour grace period to make changes to the Program specified in your Program Summary without incurring any costs. After this period each change to your Program that involves a change to the Program Arrival Date, Project, or Project duration will incur a charge of \$45 if the changes are made up to 31 days before Program Arrival Date. The charge for each change increases to \$75 if the changes are made within 30 days of your Program Arrival Date. Each extension to the duration of your program once you are in your Host Country will be charged at \$75.

## **Personal Risks**

The PARTICIPANT acknowledges and accepts the responsibilities and risks associated with their agreement to travel to, temporarily live in and provide volunteer services. Such travel and volunteer work can be often hazardous and involves a certain degree of

risk, inherently dangerous activities and personal perils to the PARTICIPANT, both foreseen and unforeseen, all of which are fully accepted by and solely assumed by the PARTICIPANT. Therefore, AVIC including any and all of its employees, managers, directors, shareholders, host families and host country partner organizations are not liable, to the maximum extent of the law, for any loss or harm the volunteer or associates may suffer, including but not limited to loss caused directly or indirectly by:

Personal injury;

Emotional injury;

Death;

Illness or disease;

Damage to or loss of property;

Hostage situations; or

War or terrorism.

## **Indemnity**

The PARTICIPANT agrees to indemnify AVIC against any and all liability which AVIC incurs arising directly or indirectly out of, or in connection (in any way) with, the PARTICIPANT travel to, living in and providing services in the PARTICIPANT nominated country.

## **Drug and Alcohol Use**

The PARTICIPANT must abide by the rules put in place by AVIC in regards to alcohol consumption. Drug use (unless prescribed by a doctor) is strictly prohibited and will result in instant dismissal from the program with no refund.

## **Miscellaneous**

The PARTICIPANT agrees to comply with AVIC code of conduct and waiver.

AVIC reserves the right to use feedback and images provided by PARTICIPANT for website materials such as testimonials.

AVIC provides a service connecting volunteers to partner projects. You agree that AVIC is not liable for any actions or omissions of any partner organization.

To the full extent permissible at law, all representations, terms, warranties, guarantees, or conditions whether implied by statute, common law or custom of the trade or otherwise, including, but not limited to, implied warranties and guarantees, are excluded.

Notwithstanding anything else contained in any agreement, the liability of AVIC to the PARTICIPANT shall not in aggregate exceed the amount of the program fee paid by the volunteer.

This website is presented solely for the purpose of promoting AVIC services. This site is controlled and operated by AVIC from its virtual offices manned by staff in USA, Canada, England, Costa Rica, Ghana and Thailand. AVIC makes no representation that materials in the site are appropriate or available for use in other locations.

Those who choose to access this site from other locations do so on their own initiative and are responsible to the extent local law is applicable.

AVIC does not warrant or make any representations regarding the correctness, accuracy, reliability, or otherwise of the materials in this site or the result of their use.

## **Termination**

AVIC and its Local Partners reserve the right to dismiss from the Project any PARTICIPANT who is deemed to be a danger to themselves or others or whose conduct

is deemed to be detrimental to the Program. This covers, but is not limited to, respecting others' cultures and beliefs, working responsibly at your Project, respecting the accommodation and avoiding drugs and illegal activities.

### **Possible Reasons for Termination once in Host Country**

AVIC encourages its PARTICIPANTS to enjoy free time, whether close to their Project site or while travelling. However, the conduct of PARTICIPANTS does reflect on AVIC and its community Programs, even when PARTICIPANTS are not at the Project site or actively engaged with the Program. For this reason certain inappropriate behaviors will not be tolerated and will be evaluated on a case by case basis by the Country Director and other AVIC administrative staff, as possible reasons for a PARTICIPANT's expulsion from the Program.

Such behaviors include but are not limited to:

- Putting at risk one's own safety or the safety of fellow PARTICIPANTS
- Jeopardizing AVICs image or relationship within the community in which we work
- Drunkenness which results in inappropriate or disorderly conduct
- Aggression or violence expressed either verbally or physically
- Lewd behavior especially of a sexual nature
- Lateness to Projects or being absent without approval from AVIC administrative staff
- Repeated disregard of the Dress Code
- Breaking the rules set out in the Code of Conduct
- A PARTICIPANT expelled from their Placement, for whatever reason, will not receive any reimbursement of fees.

## **Force Majeure**

There are various events that AVIC is unable to control that may arise and cause disruption, delay or cancellation of your Program. Such circumstances are likely to include: war or threat of war, terrorist activity or threat of such activity, riots or civil strife, industrial action, natural or nuclear disaster, fire, adverse weather conditions, health risks and epidemics, labor dispute, strike, work slow down or work stoppage and all similar circumstances beyond AVICs control (collectively "Force Majeure").

If your Placement is disrupted by an unusual event or circumstances that AVIC could not realistically have foreseen, which significantly affects your Placement, we will try to arrange a suitable alternative Placement as soon as is reasonably possible. This will be at another location where the unusual circumstances are not occurring. You have the right to accept or decline the alternative.

AVIC does not make any refunds in these situations and you will be responsible for any travel costs incurred. AVIC cannot accept liability for the effect of any unusual event or for any loss, damage, expense or claim of any description you suffer as a result. .

## **Governing Law**

The laws of Costa Rica govern these terms.

AVIC, Registered Non-Profit No. 3-002-588229, San Ramon, Costa Rica