

RALEIGH COSTA RICA

TERMS AND CONDITIONS FOR EXPEDITION PROGRAMME

(Updated June 2022)

YOU MUST READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING UP FOR AN INTERNATIONAL EXPEDITION. This agreement tells you who we are, what is provided in an Expedition, how you and we may change or end the agreement, what to do if there is a problem and other important information.

1. THESE TERMS

1.1 PARTIES

THIS AGREEMENT (THE "AGREEMENT") IS MADE BETWEEN:

a) Programme participant (known as a "**volunteer**", "**volunteer manager**" or "**Deputy Operations Coordinator**") of an Expedition programme outside their home country detailed on our website, known as an "**Expedition**" (collectively known hereafter as "**applicants**" or "**you**"); and

b) Asociación Raleigh Desarrollo Sostenible (Raleigh Sustainable Development Association) or Raleigh Costa Rica. A non-profit organization based on Costa Rica; registration nr. 3-002-680576, located in Turrialba, Finca Ganadera CATIE, email: info@raleighcostarica.org (known hereafter as "**Raleigh Costa Rica**", "**we**", or "**us**").

1.2 WHAT THESE TERMS COVER

This Agreement governs the **provision of the Expedition** by Raleigh Costa Rica **to you** and **your obligations and the conditions for our provision of the Expedition**. If you think that there is a mistake in this Agreement or you require any clarification, please contact us to discuss.

What is Raleigh Expedition?

Raleigh Expedition offers young people from all over the world the opportunity to participate in a multi-phase volunteering programme of experiential learning, involving them in Water, Sanitation and Hygiene, Natural Resource Management, Community Resilience and Youth Leadership Trek projects. Volunteers undertake projects that focus on sustainable development outcomes,

personal development, and active global citizenship. Our model enables the continuous development of valuable soft skills in varied environments.

1.3 WHY YOU SHOULD READ THIS AGREEMENT

Please read these terms carefully before you submit your application to us. By submitting an online application form to us for a place on an Expedition, you agree to the provisions of this Agreement and all other documents referred to within and provided to you (this includes the Code of Conduct, Complaints Policy and the Safeguarding Policy).

1.4 HOW TO CONTACT US

You can contact us using the details set out. The official email is info@raleighcostarica.org

1.5 HOW WE MAY CONTACT YOU

If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your online application form.

1.6 "WRITING" INCLUDES EMAILS.

When we use the words "writing" or "written" in this Agreement, this includes emails.

APPLICATION PROCESS AND OUR AGREEMENT WITH YOU

1.7 VOLUNTEER APPLICATIONS.

If you want to apply for a volunteer position, you will complete the online application form and disclose to Raleigh Costa Rica all health and well-being issues and concerns that may affect your ability to partake in the Expedition. As part of your application process, you need to pay us a non-refundable deposit (see **clauses 6 and 18**).

1.8 VOLUNTEER MANAGER AND DEPUTY OPERATIONS COORDINATOR APPLICATIONS.

If you want to apply for a volunteer manager position, you shall complete the online application form; provide us with your curriculum vitae ("**CV**"); and disclose to Raleigh Costa Rica all medical issues and concerns that may affect your ability to partake in the Expedition as a volunteer manager. Within three (3) days of us offering you a place on an Expedition, following the assessment process you shall pay us a non-refundable deposit of the relevant sum indicated

in our offer to you. Within two (2) weeks of accepting a place on an Expedition, you must provide us with all the details required for us to request a police check or equivalent acceptable to Raleigh Costa Rica (i.e. UK's Disclosure and Barring Service (“**DBS**”)). You must disclose your check results to us within one (1) week of receiving them. If you fail to satisfy the requirements for the police check (if applicable), we may cancel this Agreement in accordance with clause 19.

1.9 HOW WE WILL ACCEPT YOUR ONLINE APPLICATION FORM.

Our acceptance of your online application form will take place when we email you to confirm it (the “**Acceptance Email**”), at which point an agreement will come into existence between you and us for legal purposes.

2 APPLICANTS AGE

2.1 VOLUNTEER AGE.

If you are a volunteer, you are normally expected to be between 17 - 24 years of age at the Expedition departure date. Volunteers outside this age range may be considered at Raleigh Costa Rica's discretion and subject to any further assessment process and agreement. If you are less than 18 years old when you complete your application form (i.e., if you are 17 years old), you must complete and return a separate Parental Consent Form, signed by your parent or guardian, which we will send to you with your Welcome Email.

2.2 VOLUNTEER MANAGER AND DEPUTY OPERATIONS COORDINATOR AGE

If you are a volunteer manager, you are normally expected to be at least 25 years of age at the Expedition departure date; however younger applicants who possess relevant skills and experience may also be considered at Raleigh Costa Rica's discretion and subject to any further assessment process.

3 APPLICANTS WHOSE FIRST LANGUAGE IS NOT ENGLISH OR SPANISH

The official languages of our Expedition are English and Spanish. All health and safety briefings will be held in both so you must be proficient in at least one of these languages, with an ability to understand the briefings and seek clarification where necessary.

4 HEALTH DISCLOSURE AND REQUIREMENTS

4.1 YOU MUST DISCLOSE HEALTH AND WELL-BEING INFORMATION.

You must disclose to us complete and accurate details of all pre-existing physical or mental health considerations and anything else that may affect your ability to partake in the Expedition, including confirmation that you have received the mandatory vaccinations that we consider essential for travel to Costa Rica. Health disclosure information must be provided by the Health and Well-being Form deadline as notified on the website, otherwise we may withdraw your offer. Prior to booking your flights to travel and to partaking in the Expedition you must receive a notification that you have been accepted for the Expedition based on your health and well-being information and follow-up clarifications provided by you. The confirmation process may involve you obtaining a medical check, test, certificate, or treatment from a registered doctor at your own expense.

4.2 YOU ARE RESPONSIBLE FOR VACCINATIONS.

It is your responsibility to make sure that you have had the appropriate and adequate vaccinations prior to going abroad and, if necessary, are taking the appropriate anti-malarial medications. We accept no responsibility for your decision not to obtain the mandatory or recommended vaccinations according to the *vaccination guide provided in the Welcome Email*. In the event you were to arrive on Expedition without the mandatory vaccinations, *you will be required to obtain these at your own cost before you will be allowed to continue with the Expedition programme*. Raleigh Costa Rica reserves the right to exclude anyone from participating in the Expedition if they have not obtained the mandatory.

4.3 YOU ARE REQUIRED TO MEET A MINIMUM FITNESS LEVEL.

For health and safety reasons you must have a reasonable level of physical fitness to partake in any Expedition. If we consider that your physical fitness is inadequate, we may refuse your participation in some or all the Expedition. However, Raleigh Costa Rica is committed to Equity, Diversity, and Inclusion and therefore if you have any concerns, we ask you to discuss them with staff.

4.4 CONSULTATION FOR FURTHER HEALTH INFORMATION.

Raleigh Costa Rica may need to consult with you regarding any health issues or concerns prior to booking your flights to travel and prior to partaking in the Expedition.

4.5 YOUR APPLICATION MAY BE REFUSED AND/OR THIS AGREEMENT MAY BE CANCELLED IF YOU FAIL TO SATISFY THIS CLAUSE.

We reserve the right to refuse your application, retract our offer to you or cancel this Agreement in accordance with **clause 19** at our absolute discretion if, in our opinion, you fail to provide any information required under **clauses 4 and 6** or your health and well-being condition, fitness level or medical history puts you (or others) at risk on an Expedition. The decision by Raleigh Costa Rica is final.

5 COSTS COVERED AND NOT COVERED BY RALEIGH COSTA RICA

5.1 WHAT RALEIGH COSTA RICA WILL PROVIDE FOR YOUR EXPEDITION PROGRAMME.

- Online training and preparation (face to face training may in some cases be provided in addition).
- Pre-departure and on-programme support.
- Mealtime food.
- Accommodation.
- Project equipment.
- Transport whilst in the Expedition country (including Raleigh Costa Rica - owned vehicles, externally provided coaches, minibuses, and public transport).

5.2 WHAT RALEIGH COSTA RICA DOES NOT PROVIDE FOR YOUR EXPEDITION PROGRAMME.

Unless these are covered by a separate agreement, you are solely responsible for purchasing and/or obtaining:

- Medical insurance.
- Personal equipment.
- International flights.
- Costs associated with travel, such as Government required quarantine.
- Costs associated with you not adhering to Raleigh Costa Rica's requirements of participation.
- Vaccinations.
- Medical checks, tests, or certificates.
- Background checks (e.g., DBS).
- Medicine for pre-existing conditions.
- Additional insurance if required.
- Visas (if applicable).

We may require project-based volunteer managers to complete and evidence an “Outdoor First Aid Certification”. It must be a course in adults or adults & children, be a minimum of 2 days and have a practical component (it cannot be solely an online), at their own cost. In exceptional circumstances we may deem it necessary to purchase flights for specific individuals or Expeditions.

6 FUNDRAISING TARGET

6.1 HOW YOUR FUNDRAISING CONTRIBUTION SUPPORTS RALEIGH COSTA RICA’S WORK.

Every contribution that our supporters make to youth-led action helps us to transform the dreams and ambitions of young people everywhere into a reality. The money you fundraise for Raleigh Costa Rica as part of your minimum fundraising target is a contribution towards our general charitable purposes (including its charitable operating costs), its wider programmes and campaigns, and do not contribute to your Expedition specifically. Your Fundraising will be considered and restricted donation for the sole purpose of delivery the Expedition Programme and the Associate Cost to prepare, deliver and improve the Raleigh Costa Rica Programmes.

6.2 PAYMENT OF FUNDS TO RALEIGH COSTA RICA

These funds can be paid to us through either:

a) Payments made directly to Raleigh Costa Rica via bank transfer or online payment platforms to our account in Costa Rica. These will be deducted from your fundraising target.

b) An online fundraising platform (i.e. JustGiving), where you encourage donors to support our charitable purposes. These donations will be assigned to your Volunteer Record and deducted from your fundraising target; funds are regularly transferred automatically from the online platform to Raleigh Costa Rica and cannot be returned after this point. All donations that you fundraise for Raleigh Costa Rica through online platforms will go directly to support us to mobilise a movement of young people taking action on the most critical issues facing our planet. Because these donations come from third parties to support Raleigh Costa Rica’s work, we won’t be able to return this fundraising to you if you choose to withdraw before the start date or if we cancel the Expedition. Because these funds cannot be returned in the event of cancellation, we suggest you do not use online fundraising platforms until after the 7-days period outlined in Clause 15.2.

c) In some cases, partner organizations (a legally registered charity) in your country would be authorized to receive payments on behalf of Raleigh Costa Rica, in order to facilitate the payment process in your country. We will inform in the Welcome Email if this option is available for you.

6.3 YOUR MINIMUM FUNDRAISING TARGET.

You will be set a minimum fundraising target in your Welcome Email (which is inclusive of VAT, if applicable). The minimum fundraising target as stated on our website at the time of your application represents the minimum amount of money that you must raise for us in order to secure a place on the Expedition. We will provide supporting information and assistance to help you to reach this target.

6.4 DEADLINES TO REACH YOUR MINIMUM FUNDRAISING TARGET

Your **deposit** must accredit no longer than 3 days after your application is accepted.

The **first** payment of at least 50% reminding minimum fundraising target must be accredit 10 weeks before your departure to Costa Rica.

For the **last** payment you need to reach at least 100% of your minimum fundraising target and it must be accredited 6 weeks before your departure to Costa Rica.

6.5 CONSEQUENCES OF FAILURE TO REACH YOUR MINIMUM FUNDRAISING TARGET.

If the minimum fundraising target is not received by Raleigh Costa Rica according to clause 6.4, you will not be able to join the Expedition, except at our discretion. In these circumstances, you have the option to:

- a) Discuss and agree a new written and signed fundraising extension; or
- b) There might be an opportunity to defer your fundraising to a future Expedition if this takes place, but this cannot be guaranteed. Please discuss this with Raleigh Costa Rica.

7 JOINING THE EXPEDITION (INCLUDING FLIGHTS)

7.1 YOU ARE RESPONSIBLE FOR TRANSPORT (INCLUDING FLIGHTS).

You are responsible for your own home-country transport and/or flight arrangements and for joining the Expedition at the correct time and in the correct location. Raleigh Costa Rica will provide joining instructions but is not responsible for organising and/or paying for your flights. Raleigh Costa Rica may provide some guidance on recommended flights for you to book.

7.2 TRAVEL DOCUMENTATION REQUIREMENTS AND DEADLINES.

You must provide us with a copy of your travel documentation at least four (4) weeks prior to the Expedition departure date. We will provide the complete list of required travel documentation by email, and it might include (but is not limited to) a colour copy of your passport (with copies of any visa stamps, exemptions, right(s) to stay or right(s) to return paperwork attached to your passport), flight details, visa details, medical declaration, vaccination form and Covid-19 test (if required). You may also need to provide additional paperwork to ensure that you meet Costa Rica's entry requirements, which may include documents such as your highest education certificate, a health certificate, a bank statement, and a CV. We will advise what documents, if any, are required and by what date on our written communications.

7.3 IF YOU ARE DELAYED IN JOINING THE EXPEDITION.

We will use reasonable efforts to collect you from the designated arrival airport to enable you to join the Expedition at the reasonably earliest possible opportunity. We reserve the right to charge you any additional costs reasonably incurred for this late collection. Similarly, if your return flight is delayed, we will use reasonable efforts to deliver you to the airport at the appropriate time and ensure that you have accommodation and other necessary support, notwithstanding the responsibilities of the air carrier. If these delays are caused by your breach of this Agreement (such as if your behaviour breaches **Clauses 10 and 11**, we may charge you for any reasonable costs we incur as a result).

8 PASSPORT

8.1 YOU MUST HAVE A PASSPORT VALID FOR A FURTHER SIX (6) MONTHS FROM THE EXPEDITION END DATE.

You shall have an international passport (or an equivalent proof of identity acceptable to Costa Rica for entry and allowed by the issuing country for travel overseas) that is valid for at least six (6) months after the end date of the Expedition.

8.2 CONSEQUENCES OF NOT HAVING AN ADEQUATE PASSPORT.

If you fail to satisfy these passport requirements, we may cancel this Agreement in accordance with Clause 19.

9 EXPEDITION INFORMATION

9.1 EXPEDITION INFORMATION

Any information about vaccinations, clothing and equipment, flight details, climate, accommodation, food, transport, visa requirements, flight and insurance guidance, project information and itinerary are given in good faith, but Raleigh Costa Rica does not accept responsibility (to the extent permitted by the law) for the validity of such information. You agree that you shall take all necessary steps to establish the accuracy of such information before you rely upon it.

10 BEHAVIOUR

10.1 REQUIREMENT TO BEHAVE ACCEPTABLY.

When you submit an application for a place on an Expedition, you also accept our Code of Conduct which then forms part of this Agreement (viewable at Code of Conduct and provided via email after you accept your offer) and agree to abide by the reasonable and lawful instructions of any staff representing Raleigh Costa Rica. Any illegal act or inappropriate behaviour by you that, in the reasonable opinion of Raleigh Costa Rica or the Expedition staff, is detrimental to the safety and welfare of you, the Expedition itself or others on the Expedition may result in you being asked to withdraw from the Expedition immediately, without the right to a return of fundraising. You will also be made aware of and trained in Raleigh Costa Rica's Safeguarding Policy (also available via email) during the pre-departure training and/or induction.

10.2 CHILD PROTECTION

Following the national child protection laws, Raleigh Costa Rica will report to the relevant authorities inappropriate behaviour or suspicion of the same among adults (over 18) and minors. All people who participate in Raleigh Costa Rica programs either as staff or volunteers from different roles must abide by these guidelines without exception.

Children, as one of the most vulnerable groups in society, must be protected and insured first and foremost. Many projects and different environments in which Raleigh Costa Rica operates are related to this type of groups, so anyone who participates in the organization's programmes must maintain the safety and safeguarding guidelines for both minors within the Raleigh programme and the different locations where the organization's projects are carried out.

Raleigh Costa Rica:

- a) Ensures the protection of minors.
- b) Is under zero tolerance for violence, exploitation, and abuse of children.
- c) Ensures safety and security without distinction as to origin, gender, or status.

10.3 CONSEQUENCES OF UNACCEPTABLE BEHAVIOUR.

You agree that a breach of this **clause 10** constitutes a material breach and we may cancel this Agreement in accordance with **clause 19** as a result of your breach of this **clause 10**.

11 ALCOHOL AND DRUGS

11.1 PROHIBITION OF ALCOHOL AND MISUSE OF DRUGS.

Raleigh Costa Rica operates a no alcohol and no misuse of drugs policy on International Expeditions. We retain the right to remove you from an Expedition immediately if we reasonably consider that you have misused drugs or consumed alcohol during (or immediately before the Expedition).

11.2 CONSEQUENCES OF MISUSING DRUGS OR ALCOHOL.

You agree that a breach of this **clause 11** constitutes a material breach and we may cancel this Agreement in accordance with **clause 19** as a result of your breach of this **clause 11**.

12 EMERGENCY CONTACTS

You are required to provide details of two emergency contacts (“**ECs**”). If at any time Raleigh Costa Rica feels it necessary to contact your EC(s), Raleigh Costa Rica will seek to obtain your consent to do so. However, where it has not been possible to obtain your consent, i.e. due to physical or mental impairment, Raleigh Costa Rica reserves the right to contact your EC(s) if it feels that there is justifiable and necessary cause to do so.

Raleigh Costa Rica reserves the right to analyse the possibility of contacting ECs in specific cases in order to seek an integral solution to the situation.

13 EXPEDITION ACTIVITIES

You accept that the living conditions during the Expedition may be significantly different from your own home and local environment. Such different living conditions include food, accommodation (which may include hostels, homestays, shelters, lodgings and camping), transport and washing facilities. In addition, the nature of activities on Expeditions may mean that you are subject to various physical and emotional challenges.

14 PARTICIPATION AT YOUR OWN RISK AND NO LIABILITY FOR RALEIGH COSTA RICA

14.1 YOU PARTICIPATE IN THE EXPEDITION AT YOUR OWN RISK.

You should note that the Expeditions, and particularly any trekking activities during Expeditions, are adventurous activities that involve exposure to accepted elements of risk, challenge, and adventure greater than those normally encountered in everyday life. Whilst such activities provided by Raleigh Costa Rica are subject to safety management processes, Raleigh Costa Rica does not guarantee that there is no possibility of physical injury to participants or others. Expeditions often take place in remote areas where medical or rescue facilities may not be immediately available. By applying for an Expedition, you accept such risks.

14.2 WE ARE NOT LIABLE TO YOU EXCEPT THAT WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO

Raleigh Costa Rica shall not be liable or responsible for:

a) Any loss, damage or mishap suffered or incurred by you **unless** such loss, damage or mishap cannot legally be limited (including liability for (a) death or personal injury caused by Raleigh Costa Rica's negligence; (b) fraud and fraudulent misrepresentation; and (c) non-performance or inadequate performance of Raleigh Costa Rica's agreement obligations); and

b) Any losses or damages arising from any circumstances or causes outside of Raleigh Costa Rica's reasonable control including, but not limited to, natural disaster (including acts of God, flood, drought, snow and earthquake), terrorist attack, war, civil commotion or riots, sanctions, embargos, political instability or unrest, chemical contamination, pandemics, epidemics, fire, collapse of infrastructure, and any law or guidance imposed by Government.

15 CANCELLATION BY YOU

15.1 HOW TO TELL US YOU WANT TO END THE AGREEMENT.

If you withdraw from an Expedition before the Expedition departure date, for any reason, you must inform Raleigh Costa Rica in writing as soon as possible.

15.2 EXERCISING YOUR RIGHT TO CHANGE YOUR MIND.

If you have entered into an agreement with us online, you may have a right to change your mind within 7-days (a 7 day 'cooling off period') from when we email you to confirm we will accept your online application form. In such a situation you would receive a return of any funds you paid to Raleigh Costa Rica directly. This right to a return of funds applies to funds paid directly to Raleigh Costa Rica by you (minus any bank charges) in a period agreed with Raleigh Costa Rica; funds received via online fundraising platforms cannot be returned (see **Clause 6.2 b**).

15.3 ENDING THE AGREEMENT BEFORE YOUR EXPEDITION DEPARTURE DATE.

If you choose to withdraw from an Expedition before it starts, you can:

- a) There might be an opportunity to defer your fundraising to a future Expedition if this takes place, but this cannot be guaranteed. Please discuss this with Raleigh Costa Rica; or
- b) Allow Raleigh Costa Rica to keep all of your fundraising already paid to us or held on our behalf by you and not obtain a deferred place on an equivalent Expedition.
- c) The non-returnable deposit is not returned under these circumstances.
- d) Direct contributions will be returnable to you if we cancel the programme for any reason before it commences (minus the operational costs already spent by the organization and the bank charges).

15.4 ENDING THE AGREEMENT AFTER THE EXPEDITION DEPARTURE DATE.

You agree that you cannot cancel and end this Agreement after the Expedition departure date.

16 DEFERRAL OF YOUR APPLICATION BY YOU BEFORE THE START OF AN EXPEDITION

16.1 CANCELLATION FOR A LEGITIMATE REASON

If you are allocated a place on an Expedition but you need to defer your place because of medical, family, or other legitimate reasons, Raleigh Costa Rica, in the case that future Expeditions take place, may transfer you any fundraising amount (including any deposit) already paid by you to Raleigh Costa Rica towards the cost of an alternative Raleigh Expedition within the following guidelines:

a) If you are a **volunteer who has been given a minimum fundraising target**, you may only transfer to a new Expedition with a departure date that is less than twelve (12) months after the end date of the original Expedition, provided that you agree to the minimum fundraising target that applies to the new Expedition.

b) If you are a **volunteer manager or Deputy Operations Coordinator**, your offer from us shall only be valid for two (2) years from the date of your assessment and, therefore, you may only defer to a new Expedition with a departure date that is within two (2) years of your assessment date, provided that you agree to the minimum fundraising target that applies to the new Expedition and,

c) In any event, in each case you must you agree to our then current terms and conditions applicable to the new Expedition and comply with any reasonable additional requests for information from us.

17 LEAVING AN EXPEDITION EARLY DUE TO UNFORESEEN CIRCUMSTANCES OUTSIDE YOUR CONTROL

17.1 LEAVING AN EXPEDITION EARLY DUE TO UNFORESEEN CIRCUMSTANCES OUTSIDE YOUR CONTROL

If, through unforeseen and unavoidable circumstances outside your reasonable control (including severe illness, family bereavement or other equivalent compassionate issue), you request to cancel your place on an Expedition, or request to leave an Expedition before its conclusion, Raleigh Costa Rica, at its sole discretion (whilst acting reasonably), will offer you a deferred place to encourage and help facilitate you to complete your programme with us on an alternative Expedition at a later date (subject to availability); if the Expedition

Programme is available in the future, offering a discount on the minimum fundraising target on that alternative Raleigh Expedition, calculated based on the number of incomplete days of your original programme minus your deposit), up to the half-way point of your programme (after this point no discount will be offered), provided that you agree:

- a) To our then current Terms and Conditions applicable to the new Expedition; and
- b) That the departure date of the alternative Expedition is less than twelve (12) months after the departure date of the original Expedition; and
- c) To achieve the minimum fundraising target that is applicable to the alternative Expedition (if different to the original Expedition minimum fundraising target).

17.2 YOU ARE RESPONSIBLE FOR ADDITIONAL COSTS AND ARRANGEMENTS WHERE YOU LEAVE AN EXPEDITION EARLY.

If you leave an Expedition before its conclusion, you are responsible for any additional costs and arrangements of your early return from the Expedition to your registered home address, including any supplemental costs payable for transport to the departure airport and flights from the Expedition country.

18 CANCELLATION OF EXPEDITIONS

18.1 CIRCUMSTANCES OUT OF OUR CONTROL

There may be circumstances either inside or outside of our control which impact the Expedition either before it commences or during it. Whether the circumstances are inside our control (i.e. staffing shortages or insufficient participant numbers) or outside of our reasonable control (including, but not limited to, natural disaster (including acts of God, flood, drought, snow and earthquake), terrorist attack, war, civil commotion or riots, sanctions, embargos, political instability or unrest, chemical contamination, pandemics, epidemics, fire, collapse of infrastructure, and any law or guidance imposed by Government. In such situations, we:

- a) May cancel the Expedition immediately due to such circumstances.
- b) Shall not be liable for any breach of this Agreement due to such circumstances.

c) Shall not be liable for any delay in performing this Agreement due to such circumstances.

18.2 CANCELLATION BEFORE PROGRAMME STARTS

If cancellation occurs **before the programme starts**, we will offer you the following three options:

- a) Defer your placement to an equivalent Expedition at a later date (subject to availability). All the fundraising you raised directly or online would be carried forward to the later Expedition provided that you agree to our then current Terms and Conditions applicable to the new Expedition and accept the minimum fundraising target that applies to the new Expedition; or
- b) If you choose not to defer, you can ask Raleigh Costa Rica to return any direct fundraising (minus the operational costs already spent by the organization and the bank charges. The non-refundable deposit is not returned under these circumstances.). This right to a return of funds applies to funds paid directly to us by you;) or
- c) Allow Raleigh Costa Rica to keep all of your fundraising already paid to us or held on our behalf by you and not obtain a deferred place on an equivalent Expedition.

18.3 CANCELLATION DURING PROGRAMME

In the event that cancellation occurs during a programme, we will make all reasonable efforts to ensure your safety until you can leave the country.

If cancellation occurs **during the programme**, we will offer you the following three options:

- a) Defer your placement to an equivalent Expedition at a later date (subject to availability), provided that you agree to our current Terms and Conditions applicable to the new Expedition and accept the minimum fundraising target that applies to the new Expedition. If cancellation is announced before halfway through your Expedition, 50% of the total online and direct fundraising you raised can be carried forward to the later Expedition. If cancellation is announced after halfway through the Expedition, no fundraising would be carried forward; or
- b) If you choose not to defer, and If cancellation is announced before halfway through your Expedition, you can ask Raleigh Costa Rica to return 50% of the total direct fundraising you raised (minus the operational costs already spent by the organization and the bank charges). This right to a return of funds applies to

funds paid directly to us by you; If cancellation is announced after halfway through the Expedition, no fundraising would be returned; or

c) Allow Raleigh Costa Rica to keep all of your fundraising already paid to Raleigh Costa Rica or held on Raleigh Costa Rica's behalf by you and not obtain a deferred place on an equivalent Expedition.

18.4 OFFER NOTIFICATION

If you fail to notify us of which of the above offers from Raleigh Costa Rica that you wish to accept within nine (9) months of the date of the offer, you shall be deemed to accept the offer for Raleigh Costa Rica to retain your fundraising already paid to Raleigh Costa Rica or held on Raleigh Costa Rica's behalf by you and not obtain a deferred place on an equivalent Expedition, unless you later satisfy us that there are reasonable mitigating circumstances for your lack of response.

19 CANCELLATION OF THIS AGREEMENT BY RALEIGH COSTA RICA

19.1 CAUSES OF TERMINATION

We may end this Agreement at any time by writing to you if:

a) You do not make payment to us when it is due, and you still do not make payment within seven (7) days of us reminding you that such payment is due;

b) You do not, within a reasonable time of us asking for it and then reminding you of such, **provide us with information that is necessary for the Expedition** (such necessary information includes health and well-being form, a copy of your passport, visa details, police background check or equivalent information/check (if required) and the parental consent form (for under 18s));

c) You fail to satisfy certain necessary requirements, within a reasonable time of us asking you to satisfy such requirements and then reminding you of such, including the requirements in respect of visas, passports, police background check, health, well-being, or fitness requirements.

d) There are **circumstances outside our control** and such circumstances cause the ending of the agreement.

e) You **breach a material term of this Agreement**.

f) You **breach the Code of Conduct**. In this case you won't be able to join another Raleigh's programme in the future.

g) You make a deliberate and materially false statement or material omission in any of the written information that you provide to Raleigh Costa Rica (**clause 25**)

20 OUR RIGHTS TO MAKE CHANGES TO YOUR OFFER, THE EXPEDITION OR THIS AGREEMENT

20.1 YOU ACKNOWLEDGE THE PRECEDENCE OF THIS AGREEMENT AND RALEIGH COSTA RICA'S NEED FOR FLEXIBILITY.

You should regard Expedition schedules and project information as a fair indication of what Raleigh Costa Rica hopes to achieve on an Expedition. However, you acknowledge that such information should not be considered an agreement obligation or a legally-binding commitment or promise by Raleigh. The images of Expeditions on our website are for illustrative purposes only and your Expedition may vary from those images. This Agreement constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurance, warranties, representations, and understandings between us relating to the Expedition. A fundamental condition of your application is that you appreciate the need for the exact details of the Expedition to remain flexible.

20.2 MINOR AND/OR LEGALLY-NECESSARY CHANGES TO YOUR OFFER OR THE EXPEDITION

You agree that Raleigh Costa Rica may make reasonable changes to, delay or modify its offer to you or to an Expedition without incurring any liability:

a) To reflect changes in relevant laws and regulatory requirements (for example, if Covid-19 lockdown laws prevent travel to a certain country);

b) To implement minor adjustments and improvements to the offer or Expedition (i.e. to address a security threat or change in circumstances or personnel); and/or

c) To respond to any unforeseen events outside our reasonable control (including extreme weather, natural disaster, terrorist attack, war, sanctions, embargos, political instability, pandemics, epidemics, fire, collapse of infrastructure, and any law or guidance imposed by Government).

20.3 MORE SIGNIFICANT CHANGES TO THE EXPEDITION OR TO THIS AGREEMENT.

Raleigh Costa Rica may make more significant changes to the Expedition and changes to this Agreement but, if we do so, then we will notify you as soon as reasonably possible and, where such material changes affect the financial value of the Expedition, we will make a reasonable offer of an alternative Expedition, or a pro-rata return of directly transferred funds when you contact us.

21 RIGHTS AND LIABILITIES

You agree that Raleigh Costa Rica shall not be liable for, and you will be liable to Raleigh Costa Rica for, any loss, damage or injury suffered or incurred by Raleigh Costa Rica (including by its employees, partners, and agents) where such loss, damage or injury has been caused by your intentional, reckless or grossly negligent act or deliberate breach of this Agreement.

22 COMPLAINTS PROCEDURE

22.1 HOW TO TELL US ABOUT PROBLEMS.

Any questions or complaints regarding the Expedition should, in the first instance, be made to the appropriate manager at Raleigh Costa Rica by phone or email with a detailed explanation of the issue, which may, for example, be a concern regarding a change of plan, a review of a decision on selection or a request for an explanation of action taken by Raleigh Costa Rica. If you are unsure who to contact in the first instance, please speak to Raleigh Costa Rica Country Director or email info@raleighcostarica.org

22.2 HOW TO ESCALATE YOUR PROBLEMS.

If you feel that your complaint has not been fully resolved in the first instance, you can send a formal written complaint to Raleigh Costa Rica Board of Directors (complaints@raleighcostarica.org) no later than 28 days from the Expedition's end date or the issue arising (whichever is later). Raleigh Costa Rica undertakes to reply to all written complaints within 21 days of receipt.

23 DISPUTES

This Agreement is governed by the laws of Costa Rica. If you want to issue court proceedings, the courts of the part of Costa Rica, which you live will have non-exclusive jurisdiction in relation to this Agreement.

23.1 WE WILL COMPLY WITH ALL APPLICABLE DATA PROTECTION LAWS

Raleigh Costa Rica will respect all applicable data protection and privacy legislation.

23.2 OUR COMMITMENT TO OUR PRIVACY POLICY.

We will only use your personal data as set out in our Privacy Policy. This includes that you agree that Raleigh Costa Rica may, under certain circumstances, process your personal data including sensitive personal data relating to your physical and mental health and that Raleigh Costa Rica may, when and where appropriate, share this information with external organisations to provide the voluntary opportunity that you have applied for.

24 CYBER RISK AND EMAIL FRAUD

24.1 BANK ACCOUNT INFORMATION

We will only provide Raleigh Costa Rica's bank account details in the form of an original or PDF version of Raleigh Costa Rica headed letter sent either by mail or as an attachment to an email. We accept no liability for funds transferred by you to any account other than our own as detailed in the letter.

In case we offer an alternative payment method it will provide to you in the form of an original or PDF version of Raleigh Costa Rica headed letter sent either by mail or as an attachment to an email.

24.2 NO CHANGES IN BANK ACCOUNTS

Our main operating bank accounts have been unchanged for many years and there are no plans to change them in the future; accordingly, you should view any communication suggesting our bank details have changed with suspicion. If you receive any communication purporting to come from Raleigh Costa Rica which either indicates that Raleigh Costa Rica's bank details have changed or which gives you any reason to doubt its provenance you should immediately contact Raleigh Costa Rica by the contact form in the website (not email), and not act on the communication unless and until you are satisfied it is genuine.

24.3 MALWARE/HACKING

If your computer is hacked or infected by malware your communications with us may be taken over by fraudsters. There may also be an increased risk of onward

infection. You must ensure that up to date anti-malware / anti-virus software is installed on your computer and any mobile device through which you communicate with us and let us know if you have been hacked or had malware installed.

25 YOUR AGREEMENT AND FALSE STATEMENTS AND MATERIAL OMISSIONS

25.1 ON-LINE APPLICATION

By submitting your application for a place on an Expedition, you agree to this Agreement and all other documents referred to within and provided to you (including the Code of Conduct, Privacy Policy, Complaints Policy, and the Safeguarding Policy). You also agree to provide all such information and complete all such documents and forms that Raleigh Costa Rica deems necessary for your Expedition (including health and well-being declarations, passport information, personal details, emergency contact details and the applicability criteria) accurately and fully. Any deliberate and materially false statement or material omission in any of the written information that you provide to Raleigh Costa Rica will entitle Raleigh Costa Rica to cancel your application or end your participation in an Expedition. Should this deliberate and materially false statement or omission have a significant adverse impact on Raleigh Costa Rica or the Expedition (including where the well-being or safety of any person (including yourself) is put at risk), you may not be entitled to any return of fundraising.

26 NO RIGHTS FOR THIRD PARTIES:

Nobody else has any rights under this Agreement. This Agreement is between you and Raleigh Costa Rica. No other person shall have any rights to enforce any of the terms of this Agreement.

27 TRANSFER

27.1 OUR TRANSFER RIGHTS.

We may transfer our rights and obligations under this Agreement to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not materially affect your rights under this Agreement.

27.2 YOUR TRANSFER RIGHTS.

You may only transfer your rights or your obligations under this Agreement to another person if we agree to this in writing. We may not agree for any reason, including if we consider that the other person does not meet the requirements set out under this Agreement, if it would result in Raleigh Costa Rica incurring additional cost(s) (which the other person is not willing to bear) or if such a transfer request is made less than ninety (90) days before the Expedition departure date.

28 SEVERANCE

Each of the paragraphs, sentences and phrases of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful or illegal, the remaining paragraphs, sentences and phrases will remain in full force and effect.

29 NO WAIVER

If we do not insist immediately that you do anything you are required to do under this Agreement, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things, and it will not prevent us taking steps against you at a later date.

San Jose, Costa Rica

June 2022.

*** Last Line ***