

RALEIGH INTERNATIONAL TRUST – TERMS AND CONDITIONS FOR EXPEDITION PROGRAMME

YOU MUST READ THESE 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) a **programme participant** (known as a “**volunteer**” or “**volunteer manager**”) 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) **Raleigh International Trust** (with registered address Third Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF, United Kingdom and charity number 1047653 in England and charity number SC040023 in Scotland) (known hereafter as “**Raleigh International**”, “**we**”, or “**us**”).

1.2 **What these terms cover.** This Agreement governs the **provision of the Expedition** by Raleigh International **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.

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](#), [Privacy Policy](#), [Complaints Policy](#) and the [Safeguarding Policy](#)).

1.4 **How to contact us.** You can contact us using the details set out [here](#).

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.

1.7 The term “**alternative programme**” is defined as any future programme offered by Raleigh International, overseas or in the UK, as promoted on our volunteering webpages [here](#), that entails key elements of personal development and challenge, and a contribution towards the Sustainable Development Goals. You can choose an alternative of a different location and duration.

2. APPLICATION PROCESS AND OUR CONTRACT WITH YOU

2.1 **Volunteer applications.** If you want to apply for a volunteer position, you will complete the online application form and disclose to Raleigh International’s Medical Team all medical issues and concerns that may affect your ability to partake in the Expedition. Unless you have

been referred to us through a Raleigh International partner (for example Raleigh Hong Kong, Raleigh China, Raleigh Bermuda or the United Kingdom Bursary programme) within two (2) weeks of us offering you a place on an Expedition (as in Clause 2.3), you shall pay us a non-returnable deposit of the relevant sum indicated in our offer to you (and periodically updated on our website in GBP for United Kingdom volunteers and in USD for all non-United Kingdom volunteers). We accept payment with Visa or Mastercard debit and credit cards.

- 2.2 **Volunteer manager 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 International’s Medical Team all medical issues and concerns that may affect your ability to partake in the Expedition as a volunteer manager. Within two (2) weeks of us offering you a place on an Expedition, following the assessment process you shall pay us a non-returnable deposit of the relevant sum indicated in our offer to you (and as set out on our website from time to time) in GBP for United Kingdom volunteer managers and in USD for all non-United Kingdom volunteer managers. We accept payment with Visa or Mastercard debit and credit cards. 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 International, such as the 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 DBS check (if applicable), we may cancel this Agreement in accordance with [clause 21](#).
- 2.3 **How we will accept your online application form.** Our acceptance of your online application form will take place when we email you to accept it (the “**Welcome email**”), at which point a contract will come into existence between you and us.

3. **APPLICANT AGE**

- 3.1 **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 International’s absolute discretion and subject to any further assessment process and contractual 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
- 3.2 **Volunteer manager 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 International’s absolute discretion and subject to any further assessment process.

4. **APPLICANTS WHOSE FIRST LANGUAGE IS NOT ENGLISH**

The official languages of all our Expeditions are English and the national language of the Expedition country. As all health and safety briefings will be held in English and the language of the Expedition country, all international volunteers must be proficient in the English language or language of the Expedition country with an ability to understand the briefings and seek clarification where necessary.

5. MEDICAL DISCLOSURE AND MEDICAL REQUIREMENTS

- 5.1 **You must disclose medical 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 the Expedition country. Medical disclosure information must be provided by the Medical Form deadline as notified to you in your Welcome email from us, otherwise we may withdraw your offer. You must receive medical clearance from us prior to booking your flights to travel and prior to partaking in the Expedition. The medical clearance process may involve you obtaining a medical check, test, certificate or treatment from a registered doctor at your own expense. We will confirm by email once clearance is confirmed by the Raleigh International Medical Team.
- 5.2 **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 for the country of your Expedition. We accept no responsibility for your decision not to obtain the mandatory or recommended vaccinations. In the event you were to arrive on Expedition without the mandatory vaccinations or anti-malarial medications, you will be required to obtain these at your own cost before you will be allowed to continue with the Expedition programme. Raleigh International reserves the right to exclude anyone from participating in the Expedition if they have not obtained the mandatory vaccinations and/or are not taking the appropriate anti-malarial medication.
- 5.3 **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 of the Expedition. However, Raleigh International is committed to Equity, Diversity and Inclusion and therefore if you have any concerns, we ask you to discuss them with staff.
- 5.4 **Consultation for further medical information.** Raleigh International's Medical Team may need to consult with you regarding any medical issues or concerns.
- 5.5 **Your application may be refused and/or this Agreement may be cancelled if you fail to satisfy this clause 5.** We reserve the right to refuse your application, retract our offer to you or cancel this Agreement in accordance with [clause 21](#) at our absolute discretion if, in our opinion, you fail to provide any information required under this clause 5 or your medical condition, fitness level or medical history puts you (or others) at risk on an Expedition. The decision by Raleigh International is final.

6. COSTS COVERED AND NOT COVERED BY RALEIGH INTERNATIONAL

- 6.1 **What Raleigh International will provide for your Expedition programme.** We
- medical insurance
 - 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
- specialist equipment (other than camera or video equipment for volunteer manager photographers and videographers)
- transport whilst in the Expedition country (including Raleigh International-owned vehicles, externally-provided coaches, minibuses and public transport)

6.2 **What Raleigh International does not provide for your Expedition programme.** Unless these are covered by a separate (e.g. bursary) agreement, you are solely responsible for purchasing and/or obtaining:

- any personal equipment re
- international flights
- costs associated with travel, such as Government required quarantine, i
- Costs associated with you not adhering to Raleigh International Trust's requirements of participation
- vaccinations
- medical checks
- medical tests
- medical certificates
- background (e.g. DBS) checks
- medicine for pre-existing conditions
- additional insurance if required
- visas (if applicable)

We may require some project-based volunteer managers to complete and evidence a first aid course (the 'emergency first aid at work' course or equivalent), at their own cost. In exceptional circumstances we may deem it necessary to purchase flights for specific individuals or Expeditions. In such exceptional circumstances, we will agree with you in advance of any booking who will be responsible for bearing the costs of such flights.

7. INSURANCE

7.1 **What is included in the insurance cover Raleigh International provides.** Insurance, covering personal accident, medical treatment and repatriation (including where you contract Covid-19 or a Covid-related illness), relocation/ repatriation in event of force majeure (except for reasons of Covid-19 or similar virus), is provided by Raleigh International unless we inform you otherwise in writing. This insurance covers the time period from when you arrive at the agreed Expedition meeting point in the relevant country at the agreed time, until either you are signed off from the Expedition (by completing a form); or leave Raleigh International's programme on your onward journey at the scheduled end of the Expedition.

7.2 **What is not included in the insurance cover Raleigh International provides.** This insurance cover does not include any mass emergency repatriation in the event of an outbreak of Covid-19 or similar virus at the Expedition destination. Therefore, we recommend that the flights you book permit flexible alterations and provide guarantees for changing flight dates. This insurance cover also does not cover any personal equipment, money or any travel before or after the published Expedition itinerary dates or return of fundraising. The insurance does not include any costs associated with any statutory quarantine requirements

and costs in the Expedition country or your home country on return from Expedition. We require you to have additional insurance cover for this.

- 7.3 **Your responsibilities regarding the provided insurance cover.** Raleigh International's Insurance is provided on the understanding that you have read and understood the full policy details of the insurance cover supplied by Raleigh International and that you have declared fully to us in the online application and medical forms any information, medical or otherwise, which may affect the insurance cover in any way; and that you have complied with the medical advice given. Any change to your physical or mental health or any other relevant disclosure after returning the application or medical forms must be immediately notified to the Medical Team at Raleigh International (as notified to you in your Welcome email) who will review whether the offer may remain in place or needs to be retracted in light of the new information provided.

8. FUNDRAISING TARGET

- 8.1 **How your fundraising contribution supports Raleigh International'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 International 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.

- 8.2 **Payment of funds to Raleigh International** These funds can be paid to us through either:

- a) payments made directly to Raleigh International via cheque, bank transfer, credit or debit card. These will be deducted from your fundraising target. These direct contributions will be returnable to you if we cancel the programme for any reason before it commences.
- b) an online fundraising platform (e.g. 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 International and cannot be returned after this point. All donations that you fundraise for Raleigh International through online platforms will go directly to support us to mobilise a global movement of young people taking action on the most critical issues facing our planet. Because these donations come from third parties to support Raleigh International'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 14-day period outlined in [Clause 17.2](#).

- 8.3 **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.

- 8.4 **Deadlines to reach your minimum fundraising target.** Subject to clause 8.5, 50% of the minimum fundraising target must be received by Raleigh International at least ten (10) weeks before the Expedition departure date and 100% must be received by us at least six (6) weeks before the Expedition departure date.
- 8.5 **Consequences of failure to reach your minimum fundraising target.** If the minimum fundraising target is not received by Raleigh International at least six (6) weeks before the Expedition departure date, 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) defer your fundraising and place to the same or equivalent Expedition but with a later departure date (subject to availability), 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
 - c) defer your fundraising and place to a different Expedition with a later departure date (subject to availability) and a lower minimum fundraising target, provided that if such minimum fundraising target is higher than the funds you have already raised to date, you agree to meet the new minimum fundraising target at least six (6) weeks before the new Expedition departure date and you agree to our then current terms and conditions applicable to the new Expedition; or
 - d) allow Raleigh International 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 or attend any Raleigh Expedition.
- 8.6 **Minimum fundraising target for a late application.** If you make a late application for an Expedition and receive an offer from us less than two (2) months before the Expedition's departure date, you must transfer the full fundraising target to us as notified to you in your Welcome email by the later date of: (a) six (6) weeks before the Expedition departure date; or (b) ten (10) days after you accept your offer of an Expedition, but in any event no later than the Expedition departure date.

9. JOINING THE EXPEDITION (INCLUDING FLIGHTS)

- 9.1 **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 International will provide joining instructions but is not responsible for organising and/or paying for your flights. Raleigh International may provide some guidance on recommended flights for you to book.
- 9.2 **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 on the [myRaleigh](#) online platform and it will 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 form, visa details, medical declaration, vaccination form and Covid-19 test (if required). Depending on the country hosting your Expedition, you may also

need to provide additional paperwork to ensure that you meet that Expedition country'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 the [myRaleigh](#) online platform.

- 9.3 **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 [Clause 12](#), we may charge you for any reasonable costs we incur as a result.

10. PASSPORT

- 10.1 **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 the Expedition country 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.
- 10.2 **Consequences of not having an adequate passport.** If you fail to satisfy these passport requirements, we may cancel this Agreement in accordance with [Clause 21](#).

11. EXPEDITION INFORMATION

- 11.1 Any information about vaccinations, clothing and equipment, flight details, climate, accommodation, food, transport, visa requirements, flight and insurance guidance, project information and itinerary is given in good faith but Raleigh International 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.

12. BEHAVIOUR

- 12.1 **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 the [myRaleigh](#) online platform after you accept your offer) and agree to abide by the reasonable and lawful instructions of any staff representing Raleigh International. Any illegal act or inappropriate behaviour by you that, in the reasonable opinion of Raleigh International 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 International's [Safeguarding Policy](#) (also available via the [myRaleigh](#) online platform) during the pre-departure training and/or induction.

12.2 **Consequences of unacceptable behaviour.** You agree that a breach of this clause 12 constitutes a material breach and we may cancel this Agreement in accordance with [clause 21](#) as a result of your breach of this clause 12.

13. ALCOHOL AND DRUGS

13.1 **Prohibition of alcohol and misuse of drugs.** Raleigh International 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).

13.2 **Consequences of misusing drugs or alcohol.** You agree that a breach of this clause 13 constitutes a material breach and we may cancel this Agreement in accordance with [clause 21](#) as a result of your breach of this clause 13.

14. EMERGENCY CONTACTS

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

15. 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.

16. PARTICIPATION AT YOUR OWN RISK AND NO LIABILITY FOR RALEIGH INTERNATIONAL

16.1 **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 International are subject to safety management processes, Raleigh International 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.

16.2 **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 International 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 International’s negligence; (b) fraud and fraudulent

misrepresentation; and (c) non-performance or inadequate performance of Raleigh International's contractual obligations); and

- b) any losses or damages arising from any circumstances or causes outside of Raleigh International'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

17. CANCELLATION BY YOU

17.1 How to tell us you want to end the contract. If you withdraw from an Expedition before the Expedition departure date, for any reason, you must inform Raleigh International in writing as soon as possible.

17.2 Exercising your right to change your mind (Consumer Contracts Regulations 2013). In accordance with the Consumer Contracts Regulations 2013, if you have entered into a contract with us online, you may have a legal right to change your mind within 14-days (the 14 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 International directly. This right to a return of funds applies to funds paid directly to Raleigh International by you; funds received via online fundraising platforms cannot be returned (see [Clause 8.2 b](#)). We therefore advise you not to use online fundraising platforms until after the 14 day 'cooling off period' is over.

17.3 Ending the contract before your Expedition departure date. If you choose to withdraw from an Expedition before it starts, you can:

- a) defer your fundraising to an equivalent Expedition at a later date (subject to availability) in accordance with clause 18, provided that you agree to the terms and conditions that apply to the new Expedition and accept the minimum fundraising target that applies to the new Expedition; or
- b) allow Raleigh International 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. The non-returnable deposit is not returned under these circumstances.

17.4 Ending the contract after the Expedition departure date. You agree that you cannot cancel and end this Agreement after the Expedition departure date. See clause 19.

18. DEFERRAL OF YOUR APPLICATION BY YOU BEFORE THE START OF AN EXPEDITION

18.1 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 International will agree to transfer any fundraising amount (including any deposit) already paid by you to Raleigh International 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 who has been awarded a bursary** of any amount, you may only transfer to a new Expedition with a departure date that is less than six (6) months after the end date of the original Expedition; or
- c) if you are a **volunteer manager**, 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, 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.

19. LEAVING AN EXPEDITION EARLY DUE TO UNFORESEEN CIRCUMSTANCES OUTSIDE YOUR CONTROL

19.1 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 International, 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), 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 less 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)

19.2 **You are responsible for additional costs and arrangements where you leave an Expedition early.** If you leave an Expedition before its conclusion (for whatever reason, other than for certain medical reasons covered by our insurance policy but including being required to withdraw from the Expedition by Raleigh International), 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.

20. CANCELLATION OF EXPEDITIONS

20.1 **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 (e.g. 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; and/or
- c) shall not be liable for any delay in performing this Agreement due to such circumstances.

20.2 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.

20.3 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 International to return any direct fundraising to you. This right to a return of funds applies to funds paid directly to us by you;) or
- c) allow Raleigh International 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.

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 International to return 50% of the total direct fundraising you raised. 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 International to keep all of your fundraising already paid to Raleigh International or held on Raleigh International's behalf by you and not obtain a deferred place on an equivalent Expedition.

20.4 If you fail to notify us of which of the above offers from Raleigh International that you wish to accept within twelve (12) months of the date of the offer, you shall be deemed to accept the offer for Raleigh International to retain your fundraising already paid to Raleigh International or held on Raleigh International'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.

21. CANCELLATION OF THIS AGREEMENT BY RALEIGH INTERNATIONAL

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 fourteen (14) 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 medical forms, a copy of your passport, visa details, DBS 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, DBS or equivalent check, and medical 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 make a deliberate and materially false statement or material omission in any of the written information that you provide to Raleigh International (see clause [28 below](#))

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

22.1 **You acknowledge the precedence of this Agreement and Raleigh International's need for flexibility.** You should regard Expedition schedules and project information as a fair indication of what Raleigh International hopes to achieve on an Expedition. However, you acknowledge that such information should not be considered a contractual 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.

22.2 **Minor and/or legally-necessary changes to your offer or the Expedition.** You agree that Raleigh International 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 (for example, 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).

22.3 **More significant changes to the Expedition or to this Agreement.** Raleigh International 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.

23. RIGHTS AND LIABILITIES

23.1 You agree that Raleigh International shall not be liable for, and you will be liable to Raleigh International for, any loss, damage or injury suffered or incurred by Raleigh International (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.

24. COMPLAINTS PROCEDURE

24.1 **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 International 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 International. If you are unsure who to contact in the first instance, please speak to Raleigh International's country director or email info@raleighinternational.org.

24.2 **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 International's United Kingdom office at Third Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF no later than 28 days from the Expedition's end date or the issue arising (whichever is later), addressed for the attention of the Director of Finance and Corporate Services. Raleigh International undertakes to reply to all written complaints within 21 days of receipt. Our Complaints Policy can be reviewed [here](#).

25. DISPUTES

This Agreement is governed by the laws of England and Wales. If you want to issue court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this Agreement. If you are based outside the United Kingdom, the English courts have non-exclusive jurisdiction in relation to this Agreement.

26. DATA PROTECTION

26.1 **We will comply with all applicable data protection laws.** Raleigh International will comply with all applicable data protection and privacy legislation in force from time to time in the United Kingdom including the UK Data Protection Act (2018) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

26.2 **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 International may, under certain circumstances, process your personal data including sensitive personal data relating to your physical and mental health and that Raleigh International may, when and where appropriate, share this information with external organisations to provide the voluntary opportunity that you have applied for.

27. CYBER RISK AND EMAIL FRAUD

27.1 We will only provide Raleigh International's bank account details in the form of an original or PDF version of Raleigh International 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.

27.2 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 International which either indicates that Raleigh International's bank details have changed or which gives you any reason to doubt its provenance you should immediately contact Raleigh International by telephone (not email), and not act on the communication unless and until you are satisfied it is genuine.

27.3 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.

28. YOUR AGREEMENT AND FALSE STATEMENTS AND MATERIAL OMISSIONS

28.1 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 International deems necessary for your Expedition (including medical and dental declarations, passport information, personal details, emergency contact details and (for

bursary applications) 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 International will entitle Raleigh International 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 International 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.

29. NO RIGHTS FOR THIRD PARTIES:

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

30. TRANSFER

30.1 **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.

30.2 **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 International 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.

31. 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.

32. 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.