



REACH OUT VOLUNTEERS

Terms and Conditions

Including Special Conditions applicable only to the Tuk Tuk Challenge at the foot of the document.

Congratulations! This is the first step to undertaking a program!

Below are the terms and conditions you are required comply with in order to participate in a Reach Out Volunteers program.

Please take your time reading this document; it's important.

Your program is organised and operated by TH Astraeus Pty Ltd T/A Reach Out Volunteers (ABN 60 146 005 316) ("**Reach Out**"). In order to participate in program you must agree to these Terms and Conditions ("**Terms**"). You should review these Terms carefully and you should not participate if you do not agree to these Terms.

In these Terms, 'us', 'we' and 'our' means Reach Out.

We at Reach Out Volunteers agree that;

- we will organise for you to join a program. During this time you will be travelling and with us.
- If you arrive on the program start day we will arrange a pick up from the airport and take you to the accommodation we have arranged for you. An additional transfer fee maybe incurred if your flights are delayed causing you to miss the ground transportation connection arranged for you.
- We will make sure you get a minimum of three meals a day.
- We will make sure you have somewhere nice, clean and safe to live while you are involved on our program and we will arrange transport for you to and from the activities we have planned for you.
- We will be there onsite with you to help with and to supervise the program activities.
- We will make sure that there are experienced locals to supervise and assist in any building projects.
- We will supply all the materials that you will need for any projects you are involved in.

You agree to:

Payment Terms and Conditions

- pay the nominated program deposit to secure your spot on the program. Once Reach Out Volunteers has received that program deposit, it is non-refundable and non-transferable to another person. Your deposit is counted as part of the cost of the program. It is not an additional cost. Deposits paid for extensions are also non-refundable.
- Your deposit payment has a “lifetime guarantee”. If for any reason you cannot attend your program we will transfer your deposit to another program of your choice.
- Provided you give us a minimum of 60 days notice, prior to your program commencement date, you can change your preferred program or the commencement date of your program.
- Pay the remaining program cost to Reach Out Volunteers in installments as specified from time to time by Reach Out Volunteers. If you cannot make these payments at the required times, you must contact us and make suitable alternative arrangements. If you fail to make a payment by the due date and you haven’t contacted us at least 14 days prior to make alternative arrangements, we reserve the right to remove you from the program.

Refund Policy

- Payments for “Add-Ons” are non refundable if you are within 60 days of your program. If you are outside the 60 days a refund can be made. There will be a \$25.00 fee for this service.
- Any payments for which you have received a tax deductible receipt are not able to be refunded regardless of when they were made.
- Once we are within 60 days of your program commencement date no refunds are available. In certain circumstances we may be able to change your program start date but there will be additional fees and charges. For some programs no changes can be made within 60 days and if you are unable to attend your program all fees will be forfeited. Once we are within 30 days of your program no alterations can be made. If you are unable to attend your program all program fees will be forfeited.
- If you wish to cancel your program outside of 60 days from the commencement date of your program the deposit is non-refundable and any payments for which a tax receipt has been issued are also non-refundable. Other payments will be refunded, however due to the administrative work conducted on your behalf there will be a \$250.00 fee for this service.

Travel Insurance

- **Buy Travel Insurance. We strongly recommend that you purchase the insurance once you have paid your deposit and definitely before you buy your airfares. Purchasing insurance is very important. You ignore this advice at your peril.**

Conduct on Program

- Obey the laws of the country that you are in regardless of whether or not you think it is a sensible law.
- Not carry or use any illegal drugs. If you are carrying or using illegal drugs, you will be asked to leave the program immediately. You will not be supplied

with any further accommodation, food or transportation by ROV and you will not be permitted to be involved in any further team activities.

- Follow the instructions of the ROV Team Leaders. They are there to look out for your safety and we require you to do what they ask to allow the program to run smoothly and safely. Any serious failure by you to follow the instructions of the Reach Out Volunteers staff may result in removal from the program.
- If, in the unlikely circumstances that we have a volunteer attend a program who is unable to work constructively with their team, we need to have an agreed mechanism to warn that person and to remove them from the program if their behavior does not improve. In these circumstances, if the team leader considers that the behavior of a volunteer on program is damaging the effectiveness of your team or is likely to disrupt or limit the achievement of the goals of your program, then they may issue that volunteer with a verbal warning of pending program removal. If, after 24 hours from the issue of the warning, in the opinion of your team leader, the behavior of that volunteer has not improved then, after consultation with and approval of the ROV Director of Programs that volunteer will be issued with a verbal removal from program notice. If this occurs then that volunteer will be required to leave the ROV supplied accommodation and will not be provided with any further services, meals, transport etc. by ROV. They will not be provided with a return trip to the airport and no funds will be reimbursed to them in any circumstances as a consequence of their removal.

Assumption of Risk

- The countries in which Reach Out Volunteers conducts programs are poor and have low standards of sanitation, health and safety. This is the case for many aspects of life in the third world that are taken for granted in the western world. When you travel with Reach Out Volunteers you acknowledge and accept that these risks are endemic in the country you are visiting. You agree to assume these risks as a necessary part of your travel experience.

The range of risks that you are assuming is varied and may include, but is not limited to, the maintenance and operation of vehicles used to transport passengers (tuk-tuks, local buses etc.), risks associated with impurities in food and water, dangers associated with wild or other animals, the risk of theft, civil unrest, accidents occurring in areas that are remote from western medical facilities, improperly maintained roads and inadequate control and regulation of local traffic.

Occupational Health and Safety is a concept that is scarcely known and rarely implemented in third world countries. When you join us on a program you are accepting that there is a risk to your personal safety on a worksite. You acknowledge that you will be working hard in a sometimes hot and humid environment and that this may cause physical and emotional stress. You agree that it is your responsibility to take care and caution in relation to your own physical health and mental well being.

Accidents do occur, sometime due to no-ones fault and sometimes due to someone's negligence.

You agree to release us from any and all liability in relation to the above

and to waive any claims you may have against us, our owners, our employees and contractors, supplier partners and any person or groups associated with us, and you expressly assume all risks associated with participation in one of our programs.

- These Terms are governed by the laws of New South Wales and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales.
- As set out on every page of our website, Reach Out Volunteers is the trading name of TH Astraeus Group Pty Ltd.

Special Terms and Conditions applying to – Tuk Tuk Challenge

1 Introduction

The Tuk Tuk Challenge is organised and operated by TH Astraeus Pty Ltd T/A Reach Out Volunteers (ABN 60 146 005 316) (“**Reach Out**”). In order to participate in the Tuk Tuk Challenge, you must agree to these Terms and Conditions (“**Terms**”). You should review these Terms carefully and you should not participate in the Tuk Tuk Challenge if you do not agree to these Terms.

In these Terms, 'us', 'we' and 'our' means Reach Out.

2 About Reach Out and the Tuk Tuk Challenge

- (a) Reach Out is a company that facilitates volunteering and charitable work in various countries around the world.
- (b) Reach Out is organising and operating the Tuk Tuk Challenge as a charitable fundraising activity.
- (c) The Tuk Tuk Challenge is an event held in Cambodia involving teams of participants driving Tuk Tuks.
- (d) By signing up to participate in the Tuk Tuk Challenge, you agree to be bound by these Terms.

3 Registration

- (a) You need to be a registered participant to participate in the Tuk Tuk Challenge.
- (b) When you register, we may require personal information such as your name, age, gender, email address, telephone number and address. You must ensure that this information is accurate and current.
- (c) To register as a participant, you must:
 - (i) be at least 18 years of age;
 - (ii) possess the legal right and ability to enter into a legally binding agreement with us; and
 - (iii) agree and warrant to participate in the Tuk Tuk Challenge in accordance with these Terms.

4 Reach Out’s obligations

In organising and operating the Tuk Tuk Challenge, Reach Out agrees to:

- (a) provide you with a motorbike and attached Tuk Tuk;
- (b) facilitate a two day orientation period;
- (c) arrange a commencement and completion function;
- (d) supply a list of checkpoints for the teams to reach;
- (e) oversee the event logistics for sign in and completion of challenge; and
- (f) provide acknowledgement of successful completion of the Tuk Tuk Challenge.

5 Payments

- (a) You agree to pay the nominated deposit amount to secure your participation in the Tuk Tuk Challenge (“**the Program Deposit**”).

- (b) Once Reach Out has received the Program Deposit, it is non-refundable and non-transferable.
- (c) You must provide Reach Out with an additional security deposit of US\$1,000.00 (or the equivalent in your local currency) which will be refunded to you on the return of the motorbike and Tuk Tuk in fair and reasonable condition as assessed by Reach Out.
- (d) You must make a Donation to a charity specified by Reach Out of US\$1,000.00 (or equivalent in your local currency) which is non-refundable.
- (e) If you cannot make these payments at the required times as specified by Reach Out, you must contact Reach Out and make suitable alternative arrangements. If you fail to make a payment by the due date and you haven't contacted Reach Out at least 14 days prior to make alternative arrangements, Reach Out reserves the right to exclude you from participation in the Tuk Tuk Challenge.
- (f) Once the full donation payment has been made, a tax receipt will be issued. Once the receipt has been issued, no refund can be made.

6 The participant's obligations

- (a) You must follow all instructions of Reach Out staff and our agents, contractors and partners. Any failure by you to do so may result in exclusion from participation in the Tuk Tuk Challenge. In these circumstances, we do not need to provide you with a warning before excluding you from participation in the Tuk Tuk Challenge. However we may choose to provide you with a warning at our discretion. If you are excluded from participation you will be required to return any equipment that was provided to you and to cease participating in the Tuk Tuk Challenge. You will not be provided with any further services by us and no funds will be reimbursed to you.
- (b) You are responsible for your own travel and health insurance. Reach Out strongly advises that you purchase the relevant insurance prior to purchasing your airfare.
- (c) You are responsible for ensuring you have the necessary licence qualifications and proof of same to enable you to drive a motorbike in Cambodia. Licence requirements can be found on the website of Reach Out at 'www.rovolunteers.com'.
- (d) You must read and comply with any written instructions provided to you by us or our agents, contractors and partners in relation to the Tuk Tuk Challenge.

7 Unacceptable activity

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws that may apply during or in relation to the Tuk Tuk Challenge, including but not limited to:

- (i) any act that would constitute a breach of the law of the country in which you are located;
- (ii) the use or possession of any illegal drugs; and
- (iii) any act that causes harm to or would reasonably be considered to be likely to cause harm to other participants or third parties.

If you do not comply with the above then we may exclude you from participation in the Tuk Tuk Challenge and the provisions of clause 6(a) will apply.

8 Warranties and disclaimers

- (a) To the maximum extent permitted by law, including the Australian Consumer Law (“**ACL**”), we make no warranties or representations about the Tuk Tuk Challenge.
- (b) We reserve the right to restrict, suspend or terminate, at any time and without notice, your participation in the Tuk Tuk Challenge, and we will not be responsible for any loss, cost, damage or liability that may arise as a result.
- (c) Under the ACL you may have certain rights which cannot be excluded. Nothing in these Terms shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the ACL) and which by law cannot be excluded, restricted or modified.
- (d) To the extent permitted by law and without limiting your rights under the ACL, if Reach Out fails to comply with a statutory guarantee which by law may not be excluded, then to the extent the law permits Reach Out to limit their liability in respect of such failure, the liability of Reach Out It is limited to the cost of participation in the Tuk Tuk Challenge.

9 Liability

- (a) You acknowledge and accept that there are inherent risks in participating in the Tuk Tuk Challenge, including the risk of you being seriously injured or dying as a result of your participation. You acknowledge that there are endemic risks in the countries in which the Tuk Tuk Challenge will take place and you agree to assume these risks as part of your participation in the Tuk Tuk Challenge. The range of risks that you are assuming is varied and may include, but is not limited to, the maintenance and operation of the tuk tuks, risks associated with impurities in food and water, dangers associated with wild or other animals, the risk of theft, civil unrest, accidents occurring in areas that are remote from western medical facilities, improperly maintained roads and inadequate control and regulation of local traffic. You agree that it is your responsibility to take care and exercise caution in relation to your own physical health and mental well-being.
- (b) You agree, to the maximum extent permitted by law, to release us from any and all liability in relation to the Tuk Tuk Challenge, including but not limited to the risks mentioned in clause 9(a) of these Terms and to waive any claims you may have against us, our owners, our employees and contractors, supplier partners and any person or groups associated with us, and you expressly assume all risks associated with participation in the Tuk Tuk Challenge.
- (c) To the maximum extent permitted by law, including the ACL, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your participation in the Tuk Tuk Challenge.
- (d) You will at all times indemnify, and keep indemnified, us and our directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred or suffered by you or by us arising from any claim, demand, suit, action or proceeding by any person against you or us where such loss or liability arose out of, in connection with or in respect of your conduct or breach of these Terms.

10 Force Majeure

Reach Out It will not be liable for any delay or failure to perform its obligations pursuant to these Terms if caused by circumstances beyond its reasonable control. Such circumstances include but are not limited to

- (a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster;
- (b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and
- (c) strikes.

11 How you can contact us

- (a) If you have any queries about the Tuk Tuk Challenge or Reach Out, you are able to submit such queries by contacting us at 'admin@rovolunteers.com'.
- (b) Any queries or complaints received by us will be referred for investigation by our team and a response will be provided to you as soon as possible.

12 Jurisdiction and governing law

These Terms are governed by the laws of New South Wales and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales.