

# Volunteering with Angloville - Terms and Conditions

Please read the Terms and Conditions of Angloville carefully before submitting your online application. By submitting your application, you certify that you agree to the following Angloville Terms and Conditions.

These Terms and Conditions should be read in conjunction with Angloville Legal Notes (appendix no 1 and no 2), Angloville Personal Questionnaire for the Foundation (appendix no 3), Angloville Volunteering Agreement for the Foundation (appendix no 4).

By using the Website/Services you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website/Services.

These Terms and Conditions are valid from the 18 September 2018.

## Organizers

### Organizers of the Angloville volunteering Placement:

**Angloville** – provider of a real-life teaching practice on language immersion programmes (‘Placement’ or ‘Activity’ or ‘Programme’). Term Angloville whenever used in this contract covers:

1. Organisers of the language courses for the local participants:
  - o Angloville International Ltd IRELAND
  - o Angloville Sp. z o. o. SK POLAND
  - o Angloville Kft. HUNGARY
  - o Angloville S.R.L. ROMANIA
  - o Angloville Česká republika a Slovensko, spol. s r.o.
2. Foundation ‘Development without Borders’ [Polish: Fundacja ‘Rozwój Bez Granic’]- the legal entity inside Angloville responsible for providing volunteer opportunities with Angloville and organizing volunteers’ stay on the programmes.

Fundacja ‘Rozwój Bez Granic’ [Foundation ‘*Development without Borders*’]

*Ul. Edwarda Heila 9/52  
30-654 Kraków  
Poland*

## **Health & Safety**

You fully assume all risks to person and property in connection with your participation in the Angloville placement (“Activity”), including, but not limited to, travel delays, property damage and loss, bodily injury, sickness, disease and death. You are in sufficient physical and mental health to participate in the Activity, and do not have any physical or mental conditions which could affect your ability to participate in the Activity. You have or shall have medical insurance coverage appropriate for your participation in the Activity. Angloville shall not provide any insurance for you in connection with your participation in the Activity. We stress that Angloville does not cover any of the medical expenses before, during or after the programmes you participate in.

You acknowledge that Angloville contracts with a network of partners, companies, government agencies to assist in the volunteer placements. To the best of Angloville’s knowledge, these third parties are qualified to perform the duties they are contracted to perform. However, Angloville will not be held liable for any injury, damage, loss, delay or irregularity that may occur due to the behaviors of these third parties.

## **Legal**

You shall comply with all applicable laws of any jurisdiction in which you may travel, including drug laws, while participating in the Activity. If your participation in the Activity is at any time deemed detrimental to Angloville, as determined in the sole discretion of Angloville, it may be terminated by Angloville without Angloville incurring any liability.

You may incur liability to Angloville under this Agreement if you engage in illegal acts, break Terms and Conditions (“Contract”) with Angloville or enter into a Contract in bad faith.

You fully and forever INDEMNIFY, RELEASE, WAIVE AND DISCHARGE, and COVENANT NOT TO SUE, Angloville, their directors, officers, employees, agents, representatives, affiliates, sponsors, successors and assigns, from and for any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses (including, but not limited to, court costs and solicitor’s fees), from any cause whatsoever (including, but not limited to, travel delays, property damage and loss, bodily injuries, sickness, disease and death), whether directly or indirectly arising in connection with your participation in the placement process and the Activity, whether or not foreseeable or contributed to by the negligent acts or omissions of Angloville or others to the extent permitted by law.

This Agreement constitutes the entire agreement, and supersedes any prior or contemporaneous agreements, understandings and negotiations, regarding this subject matter. This Agreement may not be amended by course of conduct or otherwise, and

may not be assigned in whole or in part, except in writing duly executed by Angloville and you.

## **Use of Information**

When you apply for a Placement, you authorize Angloville to collect personal information, such as name, username, email address, address, work history, academic history and other non-financial personal information to determine your eligibility to participate in a Placement (the “Activity”).

Your personal information shall be used solely for the purposes described above. Submission of personal information is wholly optional and can be removed from our records by request by emailing Angloville at [info@angloville.com](mailto:info@angloville.com)

## **Use of Additional Information**

Pictures sent to Angloville or pictures taken during your participation in the Activity can be used by Angloville for the promotional and marketing activities.

## **Candidate Guarantee**

If you receive an offer to participate in the Activity and you accept that offer, you are responsible and liable for obtaining a passport, immigration visa(s) (if necessary) and other personal documentation appropriate for participating in the Activity, as well as arranging or coordinating transportation and accommodation to your satisfaction (when not provided), and paying all costs and expenses related to your participation in the Activity.

## **Liability and Responsibility**

Angloville is not and shall not be responsible or liable for your transportation, accommodation or other services or products purchased to enable you to participate in the Activity. Angloville is not and shall not be liable for any other acts or omissions of such third parties.

## **Use of Feedback**

Any feedback data, such as questions, comments, suggestions, or the like (collectively “Feedback”), shall be deemed to be non-confidential. Angloville shall have no obligation of any kind with respect to such feedback and shall be free to reproduce, use, disclose, exhibit, display, transform, create derivative works from and distribute the feedback to others without limitation.

# Suitability

You confirm that you meet the following requirements:

- Aged 18+ for junior programmes and aged 21+ for adult programmes
- A native English speaker
- Possess a passport from Australia, Canada, Ireland, New Zealand, United Kingdom, South Africa or the United States
- Have completed High School
- Appropriate personal qualities (maturity, flexibility etc.)
- Ability to cope with challenges, good communication skills, cultural sensitivity
- A range of hobbies and interests
- Have good health
- Have no diagnosed mental condition
- A clean police record
- Have a story to tell; we will ask you to tell us a little more about yourself via an application form
- Have an interest in meeting new people and learning about new cultures
- Be ready to complete the required Angloville Placements in different locations across Central and Eastern Europe
- Possess or in a position to obtain all the necessary documentation, visas enabling travelling to destinations where the Activity is held. Angloville does not provide any support with visas.
- Possess enough funds to cover for travel, accommodation, board before and after the Activity.

The volunteer certifies that all information provided to Angloville relating to their personal background, qualifications, experience, medical history, and current state of health is accurate and truthful, and that no information relating to the aforementioned areas is withheld. Angloville reserves the right to remove a volunteer from placement, without refund or compensation, if it becomes apparent that untruthful or inaccurate information was submitted in their application form or if relevant information was withheld.

# Recruitment

Angloville manages the application process. The final decision on whether to accept an application rests with the Angloville team. Even though we do our best to accommodate all suitable applicants for the vacancies available, at no time we can guarantee availability. Angloville reserves the right to refuse acceptance to a candidate's application without providing reasons.

# Candidate Responsibility

You, the successful applicant, are responsible for:

- Completing all of application forms and requests truthfully and accurately.
- Obtaining your visa (if applicable). Whilst Angloville assist in giving you advice about the correct visa for your travel, it is your responsibility to gain the correct visa for entry to whichever country your programme takes place in and any related costs. Angloville will provide information in good faith but bears no responsibility for the accuracy of the visa and travel information provided. Please check with the appropriate Embassy or Consulate well before you travel.
- Ensuring you take with you all necessary documentation as advised by Angloville and local authorities
- Arriving at the designated start city and meeting point on the official arrival date at own cost.
- Arriving at the venue at your own cost in case you miss the transportation from the start city provided by Angloville. Returning to the start city at your own cost in case you miss the return transportation to the start city provided by Angloville.
- Obtaining relevant travel and health insurance for the duration of your stay on the Placement. It is important that you are covered for all relevant travel and medical issues (including repatriation to your home country). Any participant without suitable medical insurance may not be able to commence the Activity and no compensation would be payable
- Ensuring that you have a valid passport that will remain valid for the duration of your stay, and for 6 months following departure.
- Ensuring that you have taken appropriate medical advice and that you have received all the appropriate inoculations and injections prior to travel.
- Paying the necessary participation deposits to Angloville
- Obtaining official evidence of a clean criminal record (when required) and providing it to Angloville
- Obtaining written behavioral references from a tutor / employer (when required)
- Requesting your deposit refund (if applicable to your programme package) within 21 days of fully completing your Placement.

You, the successful applicant, will be responsible for the following costs:

- Deposit fee, including transaction and foreign exchange costs/fees pertaining to online payments, bank charges or wire transfers
- Visa application fee (if applicable)
- Outgoing and return flights
- Any travel between programmes
- Any accommodation between programmes
- Travel and medical insurance
- Any vaccines
- All spending money during the Activity
- Any optional excursions arranged

## **Criminal Record Checks**

To participate in Angloville Junior and Kids programmes, all volunteers are required to provide a criminal background check before being able to be fully enrolled. The background check requirement is a key part of the Health & Safety and Youth Protection Policy.

A copy of a clean criminal record must be provided within 30 days from enrollment and no later than 21 days before the first selected programme starts.

The processing times while obtaining the document may vary depending on your country of origin. The document must be issued in English (or with a certified English translation) and within 6 months of your arrival date.

Angloville has identified a few organizations that may help you obtain your criminal background check in a speedy way of which it informs on [www.angloville.com](http://www.angloville.com), yet Angloville bears no responsibility for the quality of service provided, please use your own judgment.

## **Teaching Practice Dates**

Angloville will do their utmost to make sure that your preferred dates and locations for teaching practice are achieved. However, in a small number of cases it may be necessary to change a placement from your preferred selection and we reserve the right to do so. It is only recommended that you make your travel arrangements following official confirmation that your placement selection has been confirmed. Angloville will not be held responsible for any costs in travel amendments for bookings made. You acknowledge that you will purchase the necessary travel insurance (including cancellation insurance for purchased flights, transportation, hotels and other travel components) covering your travel in an event of altered date and/or location of the Activity.

## **Behaviour & indemnity**

During your time at Angloville you must follow a professional code of conduct. If at any point of your live teaching practice with Angloville it is deemed that your behaviour is inappropriate, you are in breach of local law and current terms and conditions, you will be asked to leave with no refund of paid deposit and any future programmes with Angloville will be cancelled at no refund. You will bear the cost of any accommodation, travel or trip curtailment in such an event. In case of serious breaches, including but not limited to breaches of law, Angloville will immediately inform the local Authorities and reserves the right to inform the employer, school or embassy of the volunteer.

The volunteer agrees to indemnify Angloville and its local partner organisations against any and all claims, demands, losses, causes of action, costs, expenses, fees and damages which the organisations may incur directly or indirectly out of:

1. the breach of these terms and conditions by the volunteer; or
2. any claim or other cause of action made against Angloville as a result of the volunteers omissions/actions/inactions and or failure to perform the services required.

In cases of damages to material property of Angloville or its partners caused by the volunteer, damages to the reputation of Angloville or its partners, Angloville will request the volunteer to compensate for the loss and reserves the right to seek further compensation in a court of law.

## **Deposits, Cancellations, Refunds**

For all programmes, as advised on [www.angloville.com](http://www.angloville.com), a deposit of 69 EUR is required to complete your application for the programme. The deposits are handled by Angloville International Ltd, St Mary's College, Emmet Place, Youghal, Co Cork, Ireland. Tax number: 3458878JH. Company number: 596977 .

All payments must be made electronically in EUR via a link provided by Angloville in the confirmation email. The payment system (Przelewy24), supporting deposit payments is operated by Six Payment Systems, Hardturmstrasse 201, Postfach, Zurich, 8021 Switzerland. Detailed Terms and Conditions of the Payment System Service can be found on Provider's website: [www.six-payment-services.com](http://www.six-payment-services.com).

Angloville does not take any responsibility for the use of third party online payment facility. Angloville will not be responsible for any malfunction of online payment software. Any disputes arising with payment shall be dealt directly with your bank and the online payment system provider.

Payments must include all extra bank transfer charges applied during the transaction (including intermediary bank charges if applicable).

The deposit must be paid in full at time of confirming your spot by a payment link Angloville is unable to confirm your participation without a paid deposit.

10 EUR administration fee is applicable during your recruitment process. Candidates are responsible for claiming the 59 EUR refundable element within 21 days of completing the full Placement, after 21 days no refund is possible.

The Placement is completed and you can claim your deposit back when:

1. You attended and completed successfully all Angloville programmes you were scheduled for.
2. You completed all activities, adhered to the local law, adhered to present Terms and Conditions, including but not limited to, the health and safety regulations.
3. In case of Junior and Kids Programmes, you have adhered to the Youth Protection Policy described below.

The final refund of a deposit sum may be reduced by transaction and foreign exchange costs/fees pertaining to online payments, bank charges or wire transfers which the Volunteer agrees to cover in full. The deposit will be refunded to the same bank account / card from which it had been paid.

Deposits are not transferable to other persons.

### **Cancelling / Leaving the Placement**

An applicant may cancel their Placement and receive a refund of paid deposit, amounting to 59 EUR, no later than 3 months before the beginning of Placement. After that date no refunds for cancelled programmes will be granted.

Once the Placement begins, if any volunteer due to any reason, before or during the programme informs the coordinator about decreasing the duration or leaving the programme early, no portion of amount of the deposit will be refunded.

In the event of date change and further cancellation of Placement by the applicant, 'the beginning of Placement' is understood as the originally reserved dates by the Applicant.

### **Change of Dates**

Once registered and up to 30 days before the start of the placement, the volunteer may change the start date and programme duration once, subject to availability, at no additional cost or deposit loss. No changes, however, are possible after June 1st for programmes taking place between July 1<sup>st</sup> and August 31<sup>st</sup>.

### **Trip cancellation**

Angloville will not pay any compensation in the event that your placement is cancelled, curtailed or delayed or in any way changed as a result of circumstances that any party could not, even with all due care, foresee or avoid. Such circumstances include, without limitation, war or threat of war, terrorist activity or threats of such activity, riots or civil disturbance, adverse weather condition, strikes etc.

## **Other situations**

1. If for any reason you are not satisfied with Angloville experience, and you have not started any component of the Placement, you are entitled to a full refund of deposit fee placed within 14 days of booking (Distance Selling Act).

2. If your application onto the Scholarship is officially accepted and you are enrolled in the Angloville programmes, however, you choose to cancel (fully or partially) your place, no refund is available.
3. In the unlikely event that a visa application is refused, full refund is still available upon presenting official documents from the Embassy.
4. You are also required to comply with all deadlines for documentation to the Angloville team. In case the documentation, including but not limited to travel documentation, clean criminal record evidence, written references, is required and not provided within specified deadlines, your programme application may be void and no refund is possible.

## **Trip Arrangements**

### **Your time in Central Europe**

Angloville is responsible for providing accommodation while you are volunteering and are responsible for all matters regarding your teaching including (but not limited to):

- Terms and conditions
- Contract
- Accommodation
- Hours of Activities

Please note that the precise working conditions and term dates may vary between different locations and different regions in Central & Eastern Europe. The hotel accommodation will be of good local standard yet may vary between different venues.

### **Accuracy of Marketing Material**

We believe that all statements made on the Angloville website are factual and correct at the time they are made. Every reasonable effort has been made to describe the programme correctly. Angloville cannot be held responsible for any changes that become known or happen after the printing of any written materials. Nor can they accept liability for events outside their reasonable control. They will undertake to advise you of any material changes known prior to your departure, providing there is sufficient time to do so and they can contact you.

### **Complaints**

If for any reason you are not satisfied with your volunteering placement organized by Angloville please contact Angloville's in-country support team at [info@angloville.com](mailto:info@angloville.com).

Angloville will acknowledge your complaint within 5 working days and will aim to resolve the complaint within a maximum of 28 days.

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

## **Use of media**

Use of photos and comments:

By agreeing to these terms and conditions you agree that we may use any photo(s)/image(s) we or someone on our behalf takes of you or any comments (written or verbal) you make during or in connection with your participation on the placement for our promotional/marketing purposes without obtaining your further specific permission or making any payment to you. Such use may include mentioning your name, age and town/city/area of residence.

## **Personal Data**

For the purposes of the Data Protection Act, Angloville are data controllers. As any work that you do may involve work with children or vulnerable people, it will be necessary for you to produce a police clearance certificate (or similar background check). This may affect whether or not your application is accepted by Angloville and what records they keep about you.

By agreeing to these terms and conditions, you acknowledge and agree that Angloville may transfer, store and process your personal data and sensitive personal data as contemplated by this agreement interpretation in a dispute.

This agreement and any claim or dispute arising from or related to this agreement, will be governed by, and shall be construed in accordance with the laws of the Republic of Poland and shall have exclusive jurisdiction over any claim arising out of it.

**Acceptance of terms and conditions:** By enrolling into an Angloville volunteering opportunity, it means you have read, understood and agree to the terms and conditions covering the placement. You understand that Angloville, nor any other company in its group, will have any liability to you in respect of any breach or repudiation of the contract.

# **Non-Solicitation**

## **Non-Solicitation of Customers, Customer Prospects, and Vendors**

You agree that during the term of your Placement with Angloville and for twenty four (24) months after the termination thereof, regardless of the reason for termination, you will not, directly or indirectly, solicit or attempt to solicit any business from any of the Angloville's Customers, Customer Prospects, or Vendors with whom you had contact during the Placement.

## **Non-Solicitation of Employees**

You also covenant and agree that during the term of your Placement with Angloville and for twenty four (24) months after the termination thereof, regardless of the reason for the termination, you will not, directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt

to recruit, solicit, or induce, any employee of Angloville with whom you had personal contact, to terminate their employment relationship with Angloville.

## Copyrights

All printed and digital materials and content provided during a Placement, in preparation for the placement and after, content on [www.angloville.com](http://www.angloville.com) and social media channels belonging to Angloville, brand images, logos are property of Angloville and protected by copyrights. Any use of thereof is only permitted had a written consent been granted from Angloville at [info@angloville.com](mailto:info@angloville.com) .

## General Volunteer Code of Conduct

Angloville aims at creating a safe, positive and pleasant experience for all its participants. This code of conduct sets out the standard of behaviour that is expected of volunteers. This code of conduct is designed to help you achieve the most out of your placement in a safe manner and ensuring consideration to other participants and other cultural beliefs during your placement.

Please note that breaches of the code of conduct may result in your placement being terminated without compensation.

### General

- It is necessary to listen to, comprehend and follow the advice and instructions of your local coordinators
- As a volunteer, you are not only representing Angloville, but also your own country and region, it is therefore necessary to act responsibly.
- Refrain from possessing and use of illegal substances, such as drugs. Authorities will be informed of each found case of possession or use of such substances and your placement will be terminated immediately
- Respect, and seek to understand, the culture of the country you visit. This involves being open-minded, tolerant of the customs and behaviors of the local people
- Be particularly sensitive about different attitudes towards sexual relationships in the country you visit, do not engage in any activities that can be considered inappropriate or illegal.
- Treat all other participants, students, local staff with respect and dignity
- Dress appropriately at all times with regard to the culture you are surrounding yourself with
- Do not leave the venue for extended amounts of time without informing your local coordinators.
- Practise good personal hygiene
- The programme is to be run as per the schedule given by Angloville and should be strictly followed with timely start of activities each day

## **At the placement**

- Maintain a positive mental attitude throughout your Placement
- Be an active participant, ask questions, be curious
- Act as a conscientious and professional member of the team. You are relied on as a dedicated member of the team by the local students and other volunteers
- Abide by all the rules of the Placement, instructions given by local coordinators; respect other members of staff, other participants and students.
- Listen to, and follow, the instructions of your local coordinator
- Smoking is allowed only in designated areas and during breaks or free time.
- Each placement has a strict alcohol policy. It is forbidden to consume any alcoholic beverages during Angloville Junior and Kids Programmes.
- Treat with care all of the materials that you use during your Placement;
- Taking photos and videos on the premises of the venues should require a permission of a local coordinator.
- Volunteers should abide by regulations of the hotel hosting the Placement
- You will be responsible for the tidiness of your room, any use of the room which exceeds natural use of the room may involve being charged an extra cleaning fee by the hotel
- Any outsiders are not allowed on the premises of the Placement
- As you will be sharing a room, please respect your roommate by refraining from creating nuisance and disturbances at especially, but not limited to, night time
- Refrain from creating any damage to accommodation, premises, property. In case of any damage, the volunteer agrees to cover the cost before leaving the property.
- Settle any outstanding bills before leaving the property
- Stay at the accommodation / room allocated to you.

Angloville undertakes to offer a helpful and friendly approach to volunteers. However, Angloville reserves the right to take appropriate action in cases of breaches of the codes of conduct, which in our interpretation can impact the safety, well-being and comfort of other participants. Depending on the seriousness of the breach, disciplinary matters applied may involve termination of the placement at no refund, cancellation of future placement(s) at no refund, and involving the local authorities. We treat health and safety very seriously.

## **Youth Protection Policy: Code of Conduct**

Code of Conduct and Legal Note for Volunteers on Angloville Junior and Kids Programmes

The Angloville Legal Note & Code of Conduct offers guidelines outlining standards of behaviours when interacting with students on youth camps. These rules serve as a way of protecting students according to local laws but also as a healthy reminder to make sure the volunteers have a safe experience which will not lead to any legal consequences.

- No student is to be taken outside of the hotel's premises without an agreement of the Local Coordinator.
- No student should be taken to a café or restaurant or be served any food or beverages unless permission has been given by the Local Coordinator
- Volunteers are not allowed to visit student's rooms
- Volunteers are not permitted to share a bed or room with any student or allow the student to enter to their rooms
- Volunteers are not allowed to offer any presents without approval from the Local Coordinator
- Taking photographs and videos of students is only allowed with permission from the Local Coordinator and photos/videos should not be taken in a way intended to harm any student or other participants.
- No behaviour intended to emotionally abuse, shame, humiliate or degrade students is acceptable.
- Volunteers are obliged to display appropriate language at all times.
- Volunteers are obliged to take extreme care when interacting physically with students. Under no circumstance should any physical contact be, or have the appearance of being sexual in any way at any point.
- Any use of physical force is strictly forbidden.
- Any consumption of alcohol and/or illegal drugs is strictly prohibited during a Placement on Angloville Junior and Kids Programmes
- Any form of discrimination, differential treatment or favouring of an individual at the cost of other is not allowed.
- Volunteers take full responsibility for their actions and reactions to students at all times with no exceptions.
- Inappropriate behaviour towards students, breaches of the current code of conduct or other legal breaches are grounds for disciplinary procedure including dismissal from the programme with no refund and at one's expense and legal action undertaken by the authorities.

## **Severability Clause**

These Terms and Conditions are severable. In the event of any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

## **Changes**

Angloville reserves the right to change these Terms and Conditions or the services it offers from time to time. The most up to date version of the Terms and Conditions will always be available at [www.angloville.com](http://www.angloville.com) .