

TERMS & CONDITIONS

The following terms and conditions explain the services (the "Services") with which you are provided by Sarthi Nehru Kala Kunj also trading as 'Sarthi' ("SARTHI") and what we would expect from you as a selected SARTHI Volunteer ("Volunteer"). All references to "we", "us" and "our" refer to SARTHI. All references to "you", are to the Volunteer.

1. SARTHI Services

- 1.1 Important notice: Despite the fact that you will be abroad for a long time, SARTHI only contract with you to provide certain elements of your trip. Our obligations to you extend only to those aspects of the trip which we have agreed in writing to supply and for which you have paid prior to departure.
- 1.2 SARTHI will provide you with the Services as set out in the written breakdown of Services provided to you separately.
- 1.3 SARTHI reserves the right to make any changes to the Services from time to time subject to these terms and conditions.
- 1.4 If, for an unforeseen reason arising after departure, the host organization offering the placement ("the Host") is unable to provide a designated placement for the Volunteer, SARTHI will make every effort to offer the Volunteer a comparable alternative placement. If a comparable alternative placement is not available, the Volunteer may cancel their remaining programme. Where a comparable alternative placement is available, SARTHI will inform the Volunteer of the changes made to the Services as soon as reasonably practicable.

2. Volunteer obligations

- 2.1. The Volunteer shall provide SARTHI with sufficient evidence as reasonably required by SARTHI to verify any information contained in the Volunteer's application for the provision of the Services 1.1
- 2.2. The Volunteer shall provide SARTHI with satisfactory evidence, prior to departure, that he/she has: -
 - a) arranged suitable travel arrangements from the your country to the Host;
 - b) obtained all necessary travel documents;
 - c) had the necessary inoculations, within the appropriate time frame as recommended by a healthcare professional;
 - d) Obtained the policy of travel insurance as referred to in 2.3 below; and such other information reasonably required by SARTHI to carry out the Services.-
- 2.3. The Volunteer must hold a current and valid comprehensive policy of travel insurance (obtained from an insurer as approved by SARTHI), which provides suitable cover for the Volunteer during the period of the placement.
- 2.4. The Volunteer has an obligation both to the Host offering the placement and to SARTHI to carry out duties agreed when the offer of a placement is accepted. The Volunteer must abide by the Host's code of conduct/rules and fulfil the duties assigned to the best of his/her abilities behaving responsibly at all times and cooperating with all staff/other "volunteers" on the relevant placement. The Volunteer must inform the Host of any absence from duty.
- 2.5. If the Volunteer experiences any problems with his/her placement or wishes to leave the placement before the agreed finish date, he/she must discuss this with the Host and notify SARTHI in writing. If the Volunteer leaves the placement without the consent of the Host or SARTHI, he/she will cease to be under the auspices of SARTHI, in which case the Volunteer's visa may become invalid. In either case, if the Host has provided the flight tickets, the Volunteer will be responsible for refunding the airfare to the Host direct or via SARTHI.
- 2.6. Most problems/complaints should be resolved by prior discussions with SARTHI. If the Volunteer feels that his/her problem has not been adequately dealt with, the volunteer shall send a written complaint to the Convenor of Sarthi. Letters of complaint will be acknowledged within 3 working days, and a response sent within 28 days after receipt.

3. Expenses and accommodation

- 3.1 Sarthi shall not provide/ reimburse any money spent by the volunteer without prior commitment by Sarthi.
- 3.2 The volunteer shall arrange his travel (all form-to & fro home), boarding/lodging, food, laundry, pocket money and other expenses during his/her stay with Sarthi/organization.

4. Liabilities

- 4.1 SARTHI does not seek to exclude or limit any liability for death or personal injury caused by negligence on its part or for any other loss or damage for which it is legally prohibited to exclude or restrict liability. Whilst SARTHI may have a duty of care to ensure the Volunteer's safety it is not liable for loss or damage suffered as a result of events beyond the control of SARTHI. 1.1
- 4.2 SARTHI does not accept responsibility for any loss or injury (including, without limitation, loss of personal property, illness, death or personal injury) suffered by the Volunteer, which is caused by a third party who is unconnected to SARTHI, or results from any programme or component of travel undertaken by the Volunteer which has not been arranged by SARTHI.

5. Termination

- 5.1 Our agreement for the provision of the Services may be terminated forthwith by either party if the other commits any material breach of these terms and which (in the case of a breach capable of being remedied) shall not have been remedied within fourteen days of a written request to remedy the same.
- 5.2 Any termination of our agreement for the provision of the Services shall not affect any accrued rights or liabilities of either party.

6. General

- 6.1 The Volunteer hereby grants a royalty-free, non exclusive licence in favour of SARTHI in respect of all images captured or of any correspondence received by SARTHI from the Volunteer during or after the placement (in whatever format), such licence shall be granted in perpetuity and shall confer the right on Sarthi to reproduce all or any of such images or correspondence in whole or in part for use in any advertisement or promotional material of SARTHI (as Sarthi see fit).
- 6.2 You agree to allow us to transfer any personal data held by us about you to the Host for the continued provision of the Services. We will access your personal data fairly and lawfully for the sole purpose of continuing to provide the Services to you.
- 6.3 SARTHI shall be permitted to fully assign its rights and obligations in respect of our agreement with you and to subcontract any of our obligations. The Volunteer shall not assign any of its rights or obligations under our agreement without the prior written consent of SARTHI.
- 6.4 These conditions shall not confer any benefit or right of action on any third party and the provisions of the Contracts (Rights of Third Parties) and any subsequent or supplementary or modifying legislation are hereby excluded to the fullest extent possible by law.
- 6.5 Neither party shall be liable to the other for any delay or non performance of its obligations in respect of our agreement arising from any cause beyond its reasonable control including, without limitation, any industrial dispute, act of God, governmental act, war, fire, flood, explosion, civil commotion. The affected party so delaying shall promptly notify the other party in writing of the cause and the likely duration of the cause.
- 6.6 Any advice or recommendation given by SARTHI or its employees or agents to the Volunteer as to the Services which is not confirmed in writing by SARTHI is followed or acted upon entirely at the Volunteer's own risk and accordingly SARTHI shall not be liable for any such advice or recommendation which is not so confirmed.
- 6.7 These terms and conditions shall be governed by the laws India and any dispute arising shall be determined by the Courts within that jurisdiction.