



## AGAPÉ UK GLOBAL PROJECT BOOKING CONDITIONS

Please read the following booking conditions carefully, as they set out the terms and conditions of any contract between you and Agapé UK ('we', 'us' and 'our').

### 1. Contract

The contract is between Agapé UK, registered charity no. 258421, company limited by guarantee no. 949989, and yourself. Note that the following booking conditions do not affect your statutory rights. The contract will not exist between us until we issue your confirmation and Invoice even though we may have taken and issued a receipt for payment.

### 2. Our obligations:

#### a) Receipt

We accept your booking and deposit payment information on the basis that you wish to purchase the Global Project and that, upon giving us this information, you are agreeing to purchase the Global Project under the terms of this Contract. We may not process your payment for some time or may encounter failure to collect the payment based upon information given, but this does not relieve you of liabilities under this Contract to make payments.

#### b) Confirmation

We reserve your flight seats, in-country travel and accommodation, etc. We will then issue, either by post or e-mail to you, our confirmation and Invoice to confirm your Global Project arrangements. The Invoice will show the total Global Project Price, the Deposit paid, final balance and due date, if any, by which payment must be received in our office.

#### c) Global Project Price

The Global Project Price shown on your Invoice is fixed. The prices shown on our website may change at any time.

#### d) Changes to your Global Project

It is extremely unlikely that any changes whatsoever will be made to your reservation, but any that do occur are likely to be minor. We will do our best to notify you of any changes as soon as we are aware by e-mail prior to your departure. Any

changes, which are due to weather or aircraft operational arrangements, are considered as minor changes.

A major change is defined as:

- i. A change in departure airport, except between specified regions;
- ii. A change in departure time of more than 12 hours;
- iii. A change in destination resort;
- iv. A change in your destination accommodation.

In the unlikely event that a major change should occur, it is our policy to offer you an alternative and we will refund any appropriate cost saving together with compensation from Table 1:

**Table 1: Compensation Table**

Days before departure	56 days or more	55-29 days	28-25 days	Less than 15 days	Whilst on Global Project
Compensation Amount	Nil	£20	£40	£50	£50

We are unable to make any compensation payment if changes are made as a result of *force majeure*. This includes but is not limited to: acts of God; acts of threat of war; government action; strike; civil unrest; fire; failure of public utilities; medical emergency; natural, including weather threat, or disaster; nuclear threat or disaster; terrorist threat or action; or airport closure.

*Force majeure* also includes any recommendation by the Foreign & Commonwealth Office (FCO) travel advice unit. You are advised to regularly check this information on the FCO website at: <https://www.gov.uk/foreign-travel-advice>.

e) Cancellation by us

We will not cancel your Global Project unless you have failed to make payment on, or by, the due date shown on the confirmation you receive, or unless compelled to by a *force majeure* event, as defined above. In the case of *force majeure*, we will offer you an alternative Global Project of similar or higher standard. Cancellation will happen if less than the required number of travellers does not register. In this case there will be a full refund, less expenditure to you. The option exists to leave your funds for an alternative Global Project.

f) Our liabilities to you

Agapé UK accepts liability for acts and/or omissions of our employees, agents and suppliers while acting in the course of their employment with us. We accept responsibility for deficiencies in the service we are contracted to supply, except in the case of *force majeure*, as defined above. Our liability will be limited to the cost of the Global Project.

We are not responsible for the death, injury or illness of anyone who booked with us unless caused by negligent acts or omissions by employees or agents acting within the course of their employment with us. We will, however, offer assistance to anyone booked with us who suffers injury or illness arising from activities outside the scope of their Global Project arrangements. (See Crisis Policies below.) This will be limited to the cost of the Global Project and in the event that a successful claim is made against any insurance, will be recoverable to you.

#### g) Physical Conditions

In accepting your place on this project, you have understood that the living and working conditions in the host country will be different from those in the UK. Project days are normally long and outdoors in varying climates and require a good level of health and stamina from each of the project participants. It is important that you have provided us with correct and up-to-date information regarding your physical health, in order that we can make informed decisions about what is best for you and the project as a whole.

#### h) Crisis Policies:

##### 1) Policy: Crisis Management

It is the policy of Agapé UK that, in the event any of its staff members, volunteers, their families, or its facilities are threatened by a significant crisis, a Crisis Management Team will be formed to handle the crisis through resolution and follow-up.

##### 2) Policy: Ransom and Extortion

It is the policy of Agapé UK that ransom, or other extortion, demanded for any staff member, volunteer or family member will not be paid. If at all possible, alternative resolutions, that do not involve payment of ransom or extortion, will be sought during negotiations.

##### 3) Policy: Families of Hostages

It is the policy of Agapé UK that, in the event of a hostage seizure involving Agapé UK staff members, volunteers, or their families, the family of the hostage will be evacuated to their home country as soon as possible.

##### 4) Policy: Evacuation

It is the policy of Agapé UK that the decision to evacuate a particular area shall be made by the appropriate Director of Affairs (DOA) of Agapé UK, or its affiliates. If the emergency is sudden, and normal communication to the DOA is not possible, the appropriate person in authority may make the decision to evacuate if that person feels that it would be unsafe to remain.

### 3. Your obligations:

#### a) Contract

Your Global Project is confirmed when we issue your Global Project confirmation and Invoice by e-mail or post. On the receipt of your confirmation and Invoice, **please check them carefully**, particularly with regards to the spelling of names, which must agree with those in your passport, as any errors may incur administration charges.

#### b) Amendments to your Global Project booking

We will consider any requests from you to change your Global Project arrangements and will use our best efforts to assist you. We may need to make a charge for this and will advise you prior to accepting your instructions. In some circumstance, it may be necessary to treat the change as a cancellation. We can only accept changes that are notified to us in writing by e-mail, by fax or by post.

#### c) Cancellation by you

If you wish to cancel your Global Project, you must advise us in writing. We will then calculate any refunds based on the charges incurred and refund balances to you, less your deposit. Cancellation is unlikely to provide refunds for the flight or transfer elements of a Global Project. Travel insurance with cancellation cover will be in place when you book your Global Project, as any refunds are likely to be only a small percentage of your total Global Project cost. Agapé UK will need your personal details, in order to insure you for a Global Project.

#### d) Changes to your Global Project arrangements after departure

If you decide to change your Global Project arrangements whilst overseas you will be breaking this contract. All remaining accommodation will automatically be cancelled, and we shall be unable to accept any liability for any loss, damage or other claim resulting from your Global Project.

#### e) Airline check-in times

You must present yourself for check-in at least 2 hours prior to the scheduled departure of your aircraft.

## 4. COVID-19-related Terms and Conditions

### a) Cancellations and delays caused by COVID-19

Agapé UK's insurance policy (like many others) specifically excludes pay outs for cancellations and delays caused by COVID-19. This means if you are to test positive for COVID-19, or are prevented from travelling due to other COVID-19-related problems, we **will not** be able to issue you a refund for any costs already incurred.

If the decision is taken by Agapé UK to cancel the Global Project for COVID-19-related reasons, we **will not** be able to issue you with a refund for any costs already incurred.

It remains the case that if Agapé UK needs to cancel the Global Project for any other reason, excluding a reason related to COVID-19, a full refund **will** be issued.

### b) COVID-19 vaccination policy

As it is a legal entry requirement for many of the countries that we visit, Agapé UK requires every participant in our Global Projects to be fully vaccinated against COVID-19. This **includes** receiving the third booster vaccination as legally available for your age group.

## 5. Payment

A deposit is normally taken at the time of booking with final balance due as shown in your confirmation and Invoice. The final balance due date will normally be 1 week prior to departure.

Failure to ensure that we receive cleared payment on the due date may result in your Global Project being cancelled. The final balance may be paid by cheque payable to 'Agapé UK' or by calling the Agapé UK office and paying by credit card over the phone.

Any payment received above the amount owed will be refunded to you. Agapé UK recognises that payment which exceeds the cost of your project may have been raised via donations and would expect you to return the extra donations to your donors. If, after consultation with those donors whose gift exceeded your balance owed, you would prefer to donate the extra amount raised to Agapé UK you can inform the Agapé UK office and the donation will be designated towards future Global Projects and project-related costs.

## 6. Contact Address

Please note that we shall address all correspondence and deliver travel documents to you. Agapé UK will not make any cancellation or amendments or enter into correspondence regarding the reservation with any other party other than you.

We cannot accept any responsibility for any matters arising from failure to advise us of changes in postal address or e-mail address.

## 7. Passport

It is your responsibility to ensure that you have a valid passport and that you have obtained any necessary vaccinations to gain entry to any country you are visiting. Airlines will not permit passengers to travel who do not have proper documentation and comply with regulations. All passengers must be carrying a valid passport in the same name as their airline ticket. Please read the Entry Requirements section on the relevant UK Government Foreign Travel Advice page (<https://www.gov.uk/foreign-travel-advice>), or seek advice from your own government if you are not a UK national, if you are in doubt about your ability to comply with the immigration requirements of the countries you will be visiting.

## 8. Insurance

Travel Insurance is arranged by Agapé UK through BANNER GROUP. If you need a copy of the policy, please ask the person responsible for your Global Project.

## 9. Global Project Information

We have done everything possible to ensure that the information we have given you on our website including that about events is correct and up to date. We update our website frequently to reflect those changes that we know about, but we do not have control over them. Consequently, should events not take place, we can accept no liability and the Global Project arrangements confirmed will stand. Please note, also, that we have no control over the websites with which we link. Advertised facilities on these and our own websites do change, and we can accept no responsibility for these changes.

## 10. Complaints

Should you have cause for dissatisfaction with any of arrangements made by Agapé UK, on your behalf, you should immediately contact your host explaining your dissatisfaction and seeking resolution. Complaints can usually be resolved far more quickly and to your satisfaction in the resort.

If after this procedure you remain dissatisfied, please notify your host in writing with a copy faxed to us. We will then do our utmost to resolve the matter. Please note that we must be notified within 24 hours if we are to be able to resolve matters quickly and that without a written report there is nothing we can do either immediately or subsequently.

Should you continue to remain dissatisfied with our handling of the matter, please write to our Operations Manager ([operations@agape.org.uk](mailto:operations@agape.org.uk)) at the Agapé UK HQ. We will investigate further and reply fully within 28 days. If this is not possible, we will send you an interim letter advising of our progress.

## 11. Suppliers conditions

Our third party have their own booking conditions and conditions of carriage, and you will be bound by these, so far as relevant supplier is concerned. Our suppliers' conditions will also apply to your contract with us, and in the event of any conflict between the suppliers' conditions and our conditions, the suppliers will prevail, save to the extent that any term in the suppliers' conditions is deemed to be invalid or unenforceable, in which event our conditions will prevail. Some of our suppliers' conditions may limit or exclude liability on the part of the relevant supplier, and, by virtue of their application to your contract with us, may also limit or exclude our liability to you, and they are often subject to international conventions. Where relevant, copies of such conditions may be available for inspection at the office of the relevant supplier.

## 12. Special requests

If you have a special request for anything that is not automatically part of the arrangement booked, please advise us and we will pass this information on to the companies we work with. Our note of your request on your invoice/receipt confirms we have received it and does not guarantee that we, or the relevant supplier, can meet with your request. Where possible they will try and help you, but we cannot guarantee any request unless it is noted on your invoice/receipt, and we also confirm the request separately in writing. We must emphasise that, verbal confirmations of special requests cannot be taken as a guarantee that they will be met, e.g. special meal types on flights.

### 13. Information accuracy

Sometimes facilities we describe will be withdrawn for reasons such as maintenance, bad weather or lack of demand from guests. If possible, we will tell you about withdrawal of any significant facility as soon as possible.

### 14. Personal information

We will provide your personal information to suppliers and carriers who might be located outside the UK and/ or EU, to enable the operation of the services requested by you. If you make special requests, which include, but are not limited to, special dietary, religious or disability-related requirements, which constitute sensitive information, the relevant data will also be passed to relevant suppliers and carriers to enable provision of services to you.

### 15. Behaviour

You must accept responsibility for your own proper conduct. In cases of damage of property, behaviour causing or likely to cause danger or persistently affecting the enjoyment of others, we reserve the right to terminate your Global Project. If we do so, we shall have no further responsibility to you. Accommodation management, airline or airport personnel can also take such action. If you damage your accommodation or cause delay or diversion to your flight, you agree to indemnify us against any claim including costs made against us.

### 16. Law & Jurisdiction

Your contract will be governed by English law and any disputes will be dealt with in the courts of England and Wales. If you live in Northern Ireland or Scotland, the courts of Northern Ireland and Scotland (as appropriate), can deal with any disputes.

We reserve the right to alter these booking conditions and you should check our website at the time of booking.



