



អង្គការគ្រូគ្រូស្នាក់នៅស្ម័គ្រចិត្តជួយបង្រៀន Homestay Volunteer Teachers Org (HVTO)

HVTO Terms & Conditions

HVTO develops and manages several different projects to help the poor Cambodian communities to improve their quality of living and to enable them to sustain themselves independently. Reducing poverty and increasing knowledge is the ultimate goal and education is the answer. HVTO’s development projects create both jobs and opportunities for local people.

HVTO is the Cambodian registered NGO. The purpose of this document is to notify those wishing to volunteer with HVTO.

Homestay Volunteer Teachers Org, hereinafter referred to as “**HVTO**”). Volunteer including donors, sponsors, funding organization, local and international partners hereinafter referred to as **HVTO Volunteer** of the terms and conditions. Please read this document carefully and completely. The Terms & Conditions contained herein govern the relationship between HVTO and HVTO volunteer of Siem Reap, Cambodia. By agreeing to volunteer on HVTO Projects, HVTO Volunteer agrees to be bound by these Terms & Conditions, which outline HVTO terms, & conditions, including cancellation policy and limitations of liability.

All persons wish to serve as HVTO Volunteers with HVTO must carefully read and understand the Terms & Conditions that follow. Through the act of tendering donation, HVTO accepts and is bound by these Terms & Conditions. These Terms and Conditions shall constitute the entire agreement between HVTO and HVTO Volunteer, and are binding on both parties. There is no agreement (verbal or written), representation, warranty, collateral agreement, prior agreement, description of services, or conditions, other than as expressed therein.

1. **Payment.** A non-refundable deposit of 30% of the total HVTO price must be received before a booking can be confirmed.
Final Payment: HVTO must provide written confirmation of the volunteer’s booking.

Receipt of payment for the full balance of the project price is due no less than 24 hours before the volunteer’s project start date. If the balance of payment is not paid on or before the due date HVTO reserves the right to treat the Client’s booking as cancelled, and the deposit is forfeited. The final payment is due in \$US at the HVTO exchange rate given at the time the balance is paid. All prices in other currencies listed in marketing materials are intended as an indication only.

2. **Cancellation by HVTO Volunteer.** Any cancellation by HVTO Volunteer must be made in writing and acknowledged by HVTO. Cancellation results in the loss of the deposit. Cancellation less than 60 days before project start date results in a loss or 100% of all moneys received, up to the total price of the project.

3. **Prices & surcharges.** HVTO reserves the right to impose surcharges (price increases) up to 60 days before departure due to unfavorable changes in exchange rates, increases in local housing costs, taxes, etc.. If any surcharge results in an increase of more than 10% of the Project cost, HVTO Volunteer may cancel the booking within 14 days of notification of the surcharge and obtain a full refund.
4. **Cancellation of a Project by HVTO.** HVTO reserves the right to cancel a Project for any reason. Under such circumstances, HVTO Volunteer may choose between a full refund of all monies paid or any alternative Project offered by the HVTO. HVTO is not responsible for any incidental expense that HVTO Volunteer has incurred (i.e. visas, vaccinations, flights, etc.)
5. **Unused Services.** HVTO will not be held liable for any missed or unused services. HVTO will not issue discounts or refund fees for missed or unused services; this includes voluntary or involuntary termination (i.e. sickness, death of a family member, etc.)
6. **Flexibility.** HVTO Volunteer acknowledges and understands that the nature of volunteering in the developing world requires considerable flexibility and willingness to adapt to new, sometimes difficult circumstances. It is understood that the schedules, housing amenities, etc. may be subject to change without prior notice due to local circumstances or events, which may include sickness, strikes, events emanating from political disputes, entry or border difficulties, climate and other unpredictable or unforeseeable circumstances.
7. **Changes**
 - a. **Changes Made by HVTO.** HVTO reserves the right to change any of the facilities, services or prices described in the brochure or on the website before a booking is made. If such a change is made HVTO Volunteer will be told at the time of booking or when the change occurs. While HVTO will endeavor to operate all Projects as advertised, reasonable changes in project content and volunteer's tasks may be made where deemed necessary or advisable by HVTO. If HVTO makes a major change in project content, HVTO will inform HVTO Volunteer promptly.
 - b. **Transfer of Name.** Booking with HVTO and project placement is based on individual application. As such, bookings are non-transferable in any circumstance.
8. **Acceptance of Risk.** HVTO Volunteer acknowledges that the nature of volunteering in the developing world is adventurous and may involve a significant amount of personal risk. HVTO Volunteer hereby assumes all such risks and does hereby release the HVTO from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks.
9. **Authority on Project.** At all times the decision of the HVTO's Director or Representative will be final on all matters likely to endanger the safety and well being of HVTO Volunteer and/or Project. By booking with HVTO, HVTO Volunteer agrees to abide by the authority of HVTO management.
10. **Travel Documents.** HVTO Volunteer must be in possession of a valid passport and possess all visas, permits and certificates including vaccination certificates, insurance policies, required by host country. HVTO Volunteer accepts full responsibility for obtaining aforementioned documents, visas and permits, and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by HVTO regarding visas, vaccinations, climate, clothing, baggage, etc. is purely advisory, provided as a courtesy to HVTO Volunteer. As such, HVTO is not responsible for any errors or omissions in information provided.
11. **Medical and Other Conditions.** If HVTO Volunteer is affected by any condition, medical or otherwise, that may affect Project, HVTO Volunteer must advise HVTO at the time of booking. Failure to disclose will result in termination of volunteering without entitlement to refund.
12. **Local Law & HVTO Volunteer behavior.** HVTO Volunteer is required to comply with the laws, customs, foreign exchange, and drug regulations of host country. The commission of any illegal act when on the Project will result in termination. Furthermore, if Project Leader or HVTO agent believes that HVTO Volunteer's behavior is causing or is likely to cause danger,

distress or damage HVTO's reputation in the community, HVTO reserves the right to terminate the volunteering without any liability on HVTO's part and HVTO Volunteer will not be entitled to any refund.

13. **Factors outside of HVTO's control (force major).** HVTO shall not be liable in any way to the HVTO Volunteer for death, bodily injury, illness, damage, delay or other loss or detriment to person or property or for the HVTO's failure to commence, perform and/or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, terrorist activities, civil commotions, labor difficulties (whether or not Company is a party thereto), interference by authorities, political disturbance or any other cause beyond the reasonable control of the Company.
14. **Travel Insurance.** HVTO Volunteer is required to obtain travel insurance prior to arrival at HVTO Project. Policy must cover personal injury, medical expenses, repatriation expenses, and evacuation expenses. It is strongly recommended the coverage be extended to include cancellation, curtailment, loss of belongings and all other expenses that might arise. If HVTO Volunteer fails to obtain requisite coverage, they do so at their own risk.
15. **Limitation of Liability.**
 - a. Staff and Agents of HVTO cannot be held personally liable for claims arising from their actions undertaken within the scope of their employment/mandate with HVTO. HVTO is liable to HVTO Volunteer for proper performance of the contract. This acceptance of liability is subject to clause below. HVTO Volunteer can hold HVTO liable for improper performance of contract, if HVTO fails to deliver proper performance subject to the following clauses:
 - b. HVTO shall not be liable for any damage or loss if the failure to carry out the contract is:
 1. Attributable to HVTO Volunteer.
 2. Due to unforeseen and unusual circumstances beyond the control of HVTO, the consequences of which could not have been avoided even if all due care had to be exercised.
 3. Due to political disputes, border closures, refusal of visa, industrial action, climate or other matters of a similar nature and any other force majeure.
 4. Due to any event which HVTO, even with all due care, could not foresee or forestall.
 - c. Any liability covered under section 15a is limited to the price paid. In all cases, HVTO specifically excludes all liability for indirect or consequential loss or expense including loss of profits.
 - d. HVTO's acceptance of liability in clauses 15a and 15b above is subject to assignment by HVTO to any agent, supplier or sub-contractor of HVTO which is in any way responsible for the unsatisfactory Project arrangements or HVTO volunteer's death or personal injury.
- 16 **HVTO Volunteer Responsibility.** HVTO Volunteer is accepted based upon the acknowledgement that the nature of the volunteering in the developing world is adventurous and may involve a significant amount of personal risk. HVTO's obligations and those of any suppliers providing any service or facility are to provide services and facilities with reasonable care and skill. Facilities will be provided to the realistic minimum standard recommended by the regulatory authorities responsible.
17. **Claims & conditions.** If HVTO Volunteer has a complaint against the HVTO, HVTO Volunteer is required to attempt to sort grievances with the Project leader or HVTO representative whilst on the Project in order that the leader/representative can attempt to rectify the matter instantly. If satisfaction is not reached through dialogue, further complaint must be put in writing to HVTO within 10 days of volunteer's departure from project. HVTO will not accept any liability for claims receive after this period.

18. **Local Conditions.** HVTO Volunteer acknowledges that she/he will be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges. By agreeing to volunteer with HVTO, HVTO Volunteer acknowledges that she/he has considered the potential risks, dangers, and challenges, and expressly assumes the risks attendant to such conditions. Volunteer is solely responsible for acquainting her/himself with the customs, weather conditions, physical challenges and laws in effect in the jurisdictions of their placement and is strongly advised to contact his/her local embassy or foreign office in host country, prior to arrival in the jurisdiction.
19. **Severability.** In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason than such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.
20. **Successors & Assigns.** These Terms and Conditions shall inure to the benefit of and be binding upon HVTO and HVTO Volunteer and their respective heirs, legal personal representatives, successors and assigns.
21. **Applicable Law.** This contract and all matter arising from it are subject to Cambodian Law and jurisdiction is limited to the Cambodian Court System.
22. **Marketing Materials.** Any likeness, or image of you secured, or taken in the duration of your placement with HVTO may be used by HVTO without charge in all media for bona fide promotional, or marketing purposes, such as in brochures, slides, video presentations and the internet. By participating in our programme you are agreeing to waive any rights to these images or likeness, or comments made and agree that they may be used by HVTO in future promotions.
23. **Criminal Record Check.** When signing up to any HVTO project you are agreeing to undergo an enhanced Criminal Record Check to ensure your suitability for the placement. We reserve the right to delay, or postpone, your programme until the Criminal Records check has been completed and are not responsible for any delays in this process or costs incurred. Should you fail the Criminal Records check for any reason, HVTO reserve the right to cancel your placement, and no refund of monies will be given.
24. **Project Specifics**
 - a) You agree to advise us of flight arrival details and of any changes that may be made to your arrival details at the earliest possible opportunity. Should you arrive outside the agreed start date/time for your project, or do not advise of your correct arrival details, you may have to cover local transfer cost.
 - b) Accommodation and meals will be arranged for projects where specified within individual project details. It is your responsibility to confirm with HVTO whether or not they are included in your booking fee and to advise us of any special dietary requirements, such as kosher, halal, vegetarian, began, or allergies such as an allergy to nuts. Please be aware that accommodation, food and facilities that you will be provided with will be of a local standard. You may be required to share a bathroom and/or bedroom and these may differ to the standard you are accustomed to.
25. **Website and Brochure Accuracy.** Every effort is made to provide as much pricing information as possible on our website and in our brochures and to ensure this information is accurate. Any project information detailed in our brochure, website, pre-departure packs and any other marketing medium is deemed correct at the time it is written. Regrettably, however, changes and errors do occasionally occur. We cannot accept liability for errors that becomes apparent, or occur after this material has been produced. Prices and details of projects, products, services and any offers posted online are subject to change without notice and all projects, products, services and offers are subject to availability. We will do our utmost to ensure you are notified of any project changes that may affect you prior to your departure, if HVTO is made aware of the changes in enough time to do so.

Made in HVTO center, August 28th,2008

HVTO team

Presided by Sim Piseth,

HVTO Founder

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