

# Orangutan Volunteer Program Terms and Conditions

## BOOKING, DEPOSIT & CANCELLATION

As a participant of the Orangutan Volunteer Program, you commit to fundraising or donating a minimum of \$1,000. This is a non-refundable donation to the Enrichment program and you will be issued with a Tax Deductible Receipt. Of this, a \$250 non-refundable deposit is required to be paid at the time of booking to secure your position on the tour. We are unable to confirm your spot on your chosen tour date until the deposit has been received.

The remainder of the \$1,000 non-refundable donation must be paid a minimum of 30 days prior to departure. We may cancel your booking if either the deposit payment or the final payment is not paid by the relevant due date. Cancellation of reservation/s must be provided to us in writing.

Higher deposit payments are required for late bookings. A guarantee of full payment is required at the time of booking for all bookings received within 4 weeks of departure.

Until full payment is made, all tours are subject to availability and prices are subject to change without notice. We reserve the right to change the tour components, departure date, or any other aspect of the tour at our discretion.

All tours are based on a minimum number of participants, however if this number is not reached, we reserve the right to cancel or re-cost the tour as appropriate. If we re-cost and you decide not to proceed, or if we cancel the tour, your deposit is refundable in full.

In all other circumstances, your deposit is non-refundable.

The minimum age of participants is 15 years old. Children aged between 15-17 years of age may participate only when accompanied by a parent or legal guardian. Accommodation, food, transfers and any additional activities remain the same price as an adult, however the donation portion is reduced to \$500 per child when accompanied by a full donating parent. There is to only be a ratio of one child per parent/legal guardian and children must always be in the presence of their guardian while on the tour. To maximize the safety for all participants, BOSA has the right to limit the number of children/families that are able participate on each tour at any one time. All other terms and conditions as outlined in this document are applicable to any participating child.

Bookings may be accepted on a share room basis on the proviso that the person requesting the share reservation agrees that while every effort will be made to match suitability of the passengers including but not limited to age, however we accept no responsibility for any incompatibility between persons sharing twin rooms nor is there a guarantee that a share room can be provided. If a share room is not available at the time of final payment, either the single room alternative, at an additional cost, or the cancellation conditions set out above will apply at your option. If, by choice or circumstance, a single room is required, then a single room surcharge will apply.

These tours operate based on fluid pricing. This is the practice within the travel industry where prices may change due to a range of factors including, but not limited to, availability and market conditions. We therefore reserve the right to change our prices without notice. This can mean that different

passengers on the same tour may have been charged different prices. BOS Australia will not enter into any correspondence regarding any such variation in pricing.

Borneo Orangutan Survival (BOS) Australia is not itself a service provider. It is important to note therefore that all bookings are subject to the terms and conditions and limitations imposed by an individual service provider who provide services in relation to your tour (flights, hotels, etc). Some of these terms and conditions may permit the service provider to cancel, delay, divert or substitute services at their discretion, and may limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage. It is your responsibility to be aware of and comply with the terms and conditions of each service provider.

### **YOUR OBLIGATIONS**

- Follow the directions of the tour guides at all times to ensure your safety.
- Ensure that your passport is valid and does not expire within 6 months from after the last travel date.
- Obtain comprehensive travel insurance and provide us with copy.
- Obtain visas, travel permits, health certificates and other documentation required for the tour.
- Behave in a manner that is acceptable and not offensive to other passengers and crew.
- Comply with the reasonable instructions while on tour.
- Not interfere with fellow passengers' enjoyment of the tour.
- Be respectful to fellow passengers, crew and locals.
- Not engage in illegal or undesirable behavior that is dangerous to yourself and others.
- Consult your doctor or travel medical specialists in your home state before travel regarding any inoculations, medications and other health precautions that should be taken in relation to travel within the regions comprising your tour.
- Abide by the laws regardless of what country you are in.

If you do not comply with the above, we can withdraw you from the tour and at your own expense you must make other arrangements and we are not liable for any loss, cost or damage you may suffer or incur.

### **RISK & LIABILITY**

While your safety is of paramount concern, it is acknowledged by all parties that there are general risks involved with travelling that are beyond our control. We are not liable to you for any loss, cost or damage you may incur as a result of these general risks which include contact with native flora and fauna, local residents, unforeseen events and travel in remote locations.

By making this booking you agree that there are associated risks and you release us unconditionally from all liability including and not limited to:

- Any cause of action including – injury, damage, loss, cost, delay, additional expenses, inconvenience caused directly or indirectly as a result of the inherent risks associated with the tour.
- Any force majeure events or other events beyond our control including but not limited to war, civil disobedience, terrorism, insurrection, accidents, explosion, sickness, fire, floods, severe weather, acts of God, acts of Government, alteration or cancellation of scheduled air services, accidents to or failure of

machinery or equipment or industrial action. If we or our service providers are affected in any way by a force majeure event, it is our discretion to either vary or cancel any itinerary or arrangement in relation to the tour as we consider necessary without incurring any liability to you.

- It is your responsibility to take care and diligence while on tour and you indemnify us against all actions, proceedings, claims, demands, expenses and costs (inclusive of legal costs on a full indemnity basis and whether incurred by or awarded or against us) as a result of, or arising directly or indirectly to being on tour or any act or omission by you in relation to the tour and no refund will be provided of any unused portion of the tour.
- In the event of any force majeure events, we or the service provider will undertake to make other arrangements to continue the tour in a manner that can be best arranged. You acknowledge that a force majeure event may result in a cancellation of any proposed or planned tours or continuation of the proposed tour. If travel is not possible due to flooding, arrangements will be attempted to be made to continue the tour as best as can be arranged, by other means such as bus or rail. It is also acknowledged by you that the tour may not be able to be provided as advertised and we will use our best endeavors to make alternative arrangements regarding itinerary, travel and accommodation.

#### **HEALTH & FITNESS**

- A minimum level of fitness is required to be able to participate on an Orangutan Volunteer Tour, you are required to at least:
  - Be able to walk 2-3 hours on uneven surfaces without the use of any walking aid
  - Walk up multiple flights of stairs and short, steep hills
  - Stand for 20 minutes without needing to sit down, often in hot/humid climates
  - Carry your own luggage
  - Get on and off various modes of transport without assistance, including small boats

You must inform us and the service provider of any medical conditions which may affect your ability to participate in the tour.

At our discretion we, including the service provider, can exclude you in a tour or in any activity if we consider that you are unable to safely participate in that tour or activity or if we consider your participation may place the safety of other guests at risk.

We exclude all liability for any illness, injury or death sustained by you on tour because of any pre-existing medical condition. You release us from all liability arising out of your medical condition, illness, or injury that you may suffer during the tour or as a result of the tour.

#### **TRAVEL INSURANCE**

- While travel insurance is not inclusive in the tour fee, it is mandatory for all our volunteer participants to obtain comprehensive travel insurance to cover you throughout the whole duration of the tour to cover costs associated with illness, injury, death, loss of or damage to baggage and personal items, cancellations, loss of deposit, medical and hospitalization expenses, repatriation and curtailments expenses due to illness, the need to return home unexpectedly, evacuation expenses, and accidental death or disability. This should be taken out at time of booking.

- It is your responsibility to obtain comprehensive travel insurance, however, please note that travel insurance offered by credit card companies may not be considered adequate cover. We recommend travel insurance that acknowledges you are doing volunteer work. World Nomads and others have such cover.

### **TRAVEL DOCUMENTS & TAXES**

It is your responsibility to ensure that all passports, visas, travel permits, health certificates and other documentation required for the tour are obtained and are in order. You must also pay all required taxes, including Australian departure tax and ticket levies, which are payable in relation to the tour.

### **PRIVACY & DATA COLLECTION**

For us to process your booking we are required to obtain your personal information.

We may also be required to release your personal information to:

- Service providers
- Customs
- Immigration authorities
- Security and credit checking organisations

In some instances, we may be required to release your personal information to authorities outside of Australia that may not have the same level of protection as Australia.

Personal information may include:

- Name
- Date of birth
- Address
- Passport details
- Visa details
- Medical conditions
- Phone and/or email
- Emergency contact details

By making this booking, you consent for us to hold and release your personal information to third parties.

### **PHOTOS & MARKETING**

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.