

SWIM TAYYKA

**Terms and Conditions for
Volunteering**

Terms and Conditions for Volunteering

Privacy Policy

You agree to the privacy policy set out in the Privacy Policy of SwimTayka. You can read it at <https://swimtayka.org/privacy-policy>

Travel

SwimTayka passes the flights to a third party for all your travel arrangements for your programme location. It is your responsibility to obtain all necessary travel documents, such as visa, work permits etc.

You are responsible for ensuring your travel documents are complete and up to date for your travel. SwimTayka cannot accept the responsibility of the entry is denied to a country due to incorrect visa or travel documents.

Travel Insurance

Travel insurance is compulsory for all participants of SwimTayka. All participants need to buy full comprehensive medical insurance for their time of stay in our project. It is your sole responsibility to purchase your own travel insurance.

Refund Policy

SwimTayka provides highly affordable programmes and our application fee is amongst the lowest, as a result, we do not provide a complete refund policy. Please read the details of application and programme fee payments below.

Application Fee

The application fee is refundable up to only 90 days before the programme start date. Refund requests must be received ninety (90) days prior to the programme start date through written confirmation via email, fax or post. Upon receipt of the request, the volunteer will be notified immediately via email. If the volunteer does not receive confirmation they should assume that the request has not been received.

If you change your programme start date, then the date considered for refund purpose would be the earliest date indicated by you in your online application.

Note:

- No refund of Application Fee would be provided if you apply for a programme within sixty (90) days of the programme start date, irrespective whether Booking Confirmation is provided or not.

- No refund of Application Fee would be provided once the booking confirmation is provided to the participant.

Under the rare instance where SwimTayka is not able to accept you in the programme, we would be refunding you the application fee less £50 administration charges.

Programme Fee

SwimTayka reserves the right to change the programme fee anytime without any prior information. All programme fees are due 90 days from your programme start date if you fail to make your programme fee payment before this time SwimTayka has the right to cancel your programme.

Cancellation of the programme by You

SwimTayka needs to get cancellation requests at least 30 days before your programme start date. SwimTayka incurs a lot of charges in order to provide a suitable programme for the volunteer.

Our cancellation policy for all programmes is:

- If you cancel 60 days before your programme start date – 70% refund of the programme fee (less £50 admin charges) – No Refund of Application Fee
- If you cancel between 60 – 30 days before programme start date – 50% refund of the programme fee (less £50 admin charges) – No Refund of Application Fee
- If you cancel within 30 days of your programme start date – No Refund of programme fee – No Refund of Application Fee
- Cancellation after programme start date - No Refund of programme fee – No Refund of Application Fee

Cancellation of programme by SwimTayka

In case SwimTayka has to cancel your programme due to certain operational reasons, SwimTayka will refund part of the remaining time period of the project fee calculated on a pro-rata basis excluding the application fee of £250 and 7% (seven per cent) bank charges.

If your programme is cancelled by SwimTayka due to any uncertain natural calamities (for example – earthquake, floods, typhoon, cyclone, tsunami etc.) your programme & Application fee would not be refunded under such circumstances.

Payment of refunds

SwimTayka will refund the applicable refund amount to the volunteer within 30 (thirty) days of confirmation of cancellation.

SwimTayka would not provide any compensation whatsoever for any of its programmes.

Programme Change by you

All programme participants are allowed to make ONE change to their choice of programme and dates applied for (at no extra charges) before their placement has been confirmed by SwimTayka. A charge of £100 is applicable for any subsequent change to the programme from your side.

Use of Photos and Feedback

By agreeing to the terms and conditions you agree that SwimTayka can use your photos and written feedback while at the project to post on its website SwimTayka.org SwimTayka might use such material for marketing/promotion in form of brochure/emails/ or on its website. SwimTayka also uses photos and material from our partners and affiliations abroad and in the United Kingdom and is not responsible for claims arising towards that material/photos/content. This includes photos and videos posted on our Facebook page and other social media network sites.

Personal Risks

The volunteer acknowledges and accepts the responsibilities and risks associated with their agreement to travel to, temporarily live in and provide volunteer services in a developing country. Such travel and volunteer work can be often hazardous and involves a certain degree of risk, inherently dangerous activities and personal perils to the volunteer, both foreseen and unforeseen, all of which are fully accepted by and solely assumed by the volunteer. Therefore, SwimTayka including any and all of its employees, managers, directors, shareholders, host families and host country partner organizations are not liable, to the maximum extent of the law, for any loss or harm the volunteer or associates may suffer, including but not limited to loss caused by:

- Personal injury
- Accommodation
- Transportation
- Safety
- Hygiene

- Civil Unrest
- Dangers associated with wild or other animals
- Religious Activities
- High Altitude
- Food
- Water
- Emotional injury
- Death
- Illness or disease
- War or Act of Terrorism
- Damage to or loss of property
- Accident or illness in remote regions without means of rapid evacuation or availability of medical supplies and facilities
- Adequacy of medical attention once provided

You accept and acknowledge and confirm that personal injury or illness, emotional trauma, property damage and death can occur by natural causes or activities of persons or animals, either as a result of negligence or because of other reasons.

By applying for our programmes you confirm that you have read and agree to our terms & you are waiving of any Liability that, amongst other things:

- Forever releases us, our owners, our directors, our shareholders, our employees and any persons or groups associated with us of all liability;
- Forever signifies that you are waiving any claims against us, our owners, our trustees, our employees and any persons or groups associated to us, and expressly assuming all risks associated with participating in any of our programmes.

Vaccinations and Health

We may offer you a list of suggested immunizations and travel health tips based on such publicly available sources as the [Fit for Travel, NHS](#). However, you understand that we are not medical professionals and have no medical expertise whatsoever. We strongly recommend all our participants that you visit a medical professional before your trip; however, it is your sole responsibility to arrange and determine any required immunizations and medical procedures that you may need before, during and after your time in the field with us. It is your sole responsibility to arrange and administer any vaccinations/immunizations required to be taken for travel to the country of your programme.

Furthermore, you accept and acknowledge that we have no responsibility regarding the adequacy of any medical care, medical equipment, medical supplies and or any

evacuation plan that may be provided to you before, during or after your programme. You are solely responsible for your own welfare, and you accept and acknowledge any and all risks of personal injury or illness, emotional trauma, property damage and death that may occur as a result of you joining one of our programmes.

‘SwimTayka’ is an Agent to provide programmes

You understand that ‘SwimTayka’ is an agent acting on behalf of suppliers, hereinafter “Local Partners/Local Coordinators” You accept, understand and acknowledge that we organize, promote and offer programmes that offer accommodation, transportation and other services provided by our Local Partners/Local Coordinators, which are independent and separate entities from SwimTayka, and over which we have no authority or oversight.

Some examples of Local Partners include but are not limited to hotels, restaurants, taxi drivers, tour guides and travel agencies, as well as the entities where you may volunteer in, for example, local biological reserves, clinics and hospitals, nonprofits, local travel companies, local coordinators, staff of other local hosting companies and schools.

By applying for our programmes online you confirm that you have read and agree to our terms & you are waiving us of any Liability that, amongst other things forever releases us, our owners, our directors, our shareholders, our employees and any persons or groups associated to us of all liability related to:

- Any of our Local Partners’ negligent or willful acts, or failures to act including, without limitation, their partial or complete failure to deliver services to you; any personal injury or illness, emotional trauma, property damage or death which arises out of any service provided to you by our Local Partners;
- Any error, misrepresentation or mistake, whether intentional or unintentional, made by any of our Local Partners/Local Coordinators, local staff members, travel companies etc.

Code of Conduct

You agree that you will abide by the rules and regulations set out by our partner organizations in the home country. If we or our in-country partners find your behaviour unsatisfactory due to drugs, alcohol, stress, abuse or a medical condition. Your programme would be terminated under the following conditions:

- If we find that you are engaged in any illegal activities or convicted of any criminal activities before or during the Project Period

- If it is believed that any of your actions or behaviour is threatening or unacceptable to society or anyone involved with the project based on the judgment of the project staff and/or the in-country coordinator.
- Any information provided by you to SwimTayka during the time of enrollment is incorrect.
- You voluntarily decided to opt-out of the programme in between.
- If you are found taking drugs or using such material while in the project.
- If you are found to be engaged in sexual behaviour while you stay in the host family.
- If you do not observe the Code Of Conduct in your host country.
- In case the agreement is terminated due to any of the above reasons or reasons relating to the above, you will not be entitled to any refund from SwimTayka

SwimTayka has the right to cancel any placement of an enrolled volunteer before the start date.

Disclaimer

- User expressly agrees that use of SwimTayka is at user's sole risk. Neither SwimTayka its affiliates nor any of their respective employees, agents, third-party content providers or licensors warrant that SwimTayka will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of SwimTayka, or as to the accuracy, reliability or content of any information, service, or merchandise provided through SwimTayka.
- SwimTayka is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranty of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement.
- In no event will SwimTayka or any person or entity involved in creating, producing or distributing SwimTayka software/content, be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use SwimTayka. User hereby acknowledges that the provisions of this section shall apply to all content on SwimTayka

- SwimTayka does not take any direct responsibility for the use of third-party online payment facility. Stripe / PAYPAL will not be responsible for any malfunction in their software for online payment. All disputes arising with Credit Card fraud will Directly be dealt with Stripe or PAYPAL (Depending on the payment method you used for Payment).
- In addition to the terms set forth above, neither SwimTayka, nor its affiliates, information providers or content partners shall be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or unauthenticity of the information contained within SwimTayka, or for any delay or interruption in the transmission thereof to the user, or for any claims or losses arising therefrom or occasioned thereby. None of the foregoing parties shall be liable for any third-party claims or losses of any nature, including, but not limited to, lost profits, punitive or consequential damages. Neither SwimTayka nor its affiliates, information providers or content providers warrant or guarantee the timeliness, sequence, accuracy or completeness of this information. Additionally, there are no warranties as to the results obtained from the use of the information.
- SwimTayka does not take any responsibility of photos and documentation provided by our partners and affiliations abroad, who might supply such material to other businesses of a similar nature as well. If anyone has any objections to any part of the site, will write to us formally, for us to take appropriate action.
- SwimTayka does not take any responsibility for any third-party links from our site and will not be held responsible for content or service provided on those sites.

Legal Binding

These Terms set out by SwimTayka shall be legally binding upon you, your family, heirs, administrators, executors and legal representatives. In accepting this document & by applying for our programmes, you are not relying upon any oral or written representations or statements made by us other than what is set forth in these Terms.

Governing Law

SwimTayka will only deal with any disputes or charges in the United Kingdom and is governed by the United Kingdom Law. All copyright issues including others will only be dealt with within the United Kingdom court of Law. All disputes and cases will be solved in the United Kingdom only.