



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 (the 'participant') and Agapé UK ('we', 'us' and 'our').

1. Contract

This Contract is between Agapé UK, registered charity no. 258421, company limited by guarantee no 949989, and yourself, the participant. Note that the following booking conditions do not affect your statutory rights. The Contract will come into existence when Agapé UK issues the participant with written confirmation, by e-mail or post, that their application has been accepted.

2. Agapé UK's obligations

a) Receipt

Agapé UK accepts the participant's booking and deposit payment information on the basis that the participant wishes to purchase the Global Project and that, upon giving Agapé UK this information, the participant is agreeing to purchase the Global Project under the terms of this Contract. Agapé UK may not process the participant's payment for some time or may encounter failure to collect the payment based upon information given, but this does not relieve the participant of liabilities under this Contract to make payments.

b) Confirmation

Agapé UK will reserve the participant's flight seats (where flights are included as part of the Global Project), in-country travel and accommodation, etc. Agapé UK will then issue to the participant, either by post or e-mail, our confirmation and Invoice to confirm the 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 Agapé UK's office.

c) Global Project Price

The Global Project Price shown on the participant's Invoice is fixed. The prices shown on Agapé UK's website may change at any time.

d) Changes to the participant's Global Project

It is extremely unlikely that any changes will be made to the participant's reservation, but any that do occur are likely to be minor. Agapé UK will do our best to notify the participant, by e-mail, of any changes as soon as we are aware, prior to the participant's

departure. Any changes which are a result of 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 location
- iv. A change in your destination accommodation.

In the unlikely event that a major change should occur, it is Agapé UK's policy to offer the participant an alternative and Agapé UK 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

Agapé UK is 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; global pandemic; natural, including weather threat, or disaster; nuclear threat or disaster; terrorist threat or action; or airport closure.

Force majeure may also include recommendations by the Foreign & Commonwealth Office (FCO) travel advice unit.¹

e) Cancellation by Agapé UK

Agapé UK will not terminate the participant's participation in the Global Project unless the participant has failed to make payment on, or by, the due date shown on the confirmation they receive, or unless compelled to by a *force majeure* event, as defined above, or by any of the other reasons outlined in these booking conditions. In the case of *force majeure*, we will offer the participant an alternative Global Project of similar or higher standard. Cancellation will also occur if less than the required number of participants register. In this case there will be a full refund, less expenditure, to the participant. The option exists to leave the participant's funds for an alternative Global Project.

f) Agapé UK's liabilities to the participant

Agapé UK accepts liability for acts and/or omissions of our employees, agents and suppliers while acting in the course of their employment with Agapé UK. Agapé UK accepts

¹ The participant is advised to regularly check this information on the FCO website at: <https://www.gov.uk/foreign-travel-advice/>.

responsibility for deficiencies in the service we are contracted to supply, except in the case of *force majeure*, as defined above. Agapé UK's liability will be limited to the cost of the Global Project.

Agapé UK is not responsible for the death, injury or illness of participants who booked with us unless caused by negligent acts or omissions by employees or agents acting within the course of their employment with Agapé UK. Agapé UK will, however, offer assistance to anyone booked with us who suffers injury or illness arising from activities outside the scope of the Global Project arrangements. (See Section 2h on *Crisis Policies* below.) Assistance will be limited to the amount recoverable in the event that a successful claim is made against Agapé UK's insurance policy.

g) Physical conditions

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

h) Crisis policies

1) Crisis management

It is the policy of Agapé UK that, in the event that 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) 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) 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) 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. The participant's obligations

a) Contract

The participant's Global Project place is confirmed when Agapé UK issues them with written confirmation by e-mail or post. On the receipt of their confirmation, and later their Invoice, the participant must check these carefully, particularly with regards to the spelling of names – which must agree with those in the participant's passport – as any errors may incur administrative charges.

b) Amendments to the participant's Global Project booking

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

c) Cancellation by the participant

If the participant wishes to cancel their Global Project, you must advise us in writing. If the cancellation is requested for necessary and reasonable purposes, we will calculate any refunds based on the charges incurred and refund balances to you, less your deposit. Please note, cancellation is unlikely to provide refunds for flight or transfer elements of a Global Project.

Travel insurance with limited cancellation cover will be in place when the participant books their Global Project; however, refunds may only be a small percentage of the participant's total Global Project cost.

d) Travel

The participant is responsible for ensuring that they have the correct documentation (eg passport and visas) for the Global Project. The participant is also responsible for ensuring their safekeeping for the duration of the Global Project.

For the entire duration of the Global Project, the participant also remains responsible for ensuring their punctuality and that they arrive on time for all transport; this may include but is not limited to: taxis, buses, trains and aeroplane flights. Agapé UK will not take responsibility for any missed transport unless it is as a result of the negligent acts or omissions by employees or agents acting within the course of their employment with us.²

e) Changes to participant's Global Project arrangements after departure

If the participant decides to change their Global Project arrangements whilst overseas they will be breaking this Contract. All remaining accommodation will automatically be cancelled, and Agapé UK will be unable to accept any liability for any loss, damage or other claim resulting from the participant's termination of their participation in the

² Agapé UK recommends arriving at airport check in no later than 2 hours prior to a scheduled flight departure. Agapé UK also recommends paying close attention to flight gate closure times and arriving at a gate no later than 30 minutes prior to scheduled departure.

Global Project. The participant will be responsible for any repatriation costs that they incur if they break this Contract.

4. Payment

A Deposit is normally taken at the time of booking with final balance due as shown in the participant's Invoice. The final balance due date will normally be 1 week prior to departure.

Failure to ensure that Agapé UK receives cleared payment on the due date may result in the participant's 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 debit or credit card over the phone.

If requested, any personal payment received above the amount owed will be refunded to the participant. Agapé UK recognises that payment which exceeds the cost of the participant's Global Project may have been raised via donations and, if a return is requested, would expect the participant to, in turn, return superfluous donations to their donors. If, after consultation with any donors whose gifts exceeded the participant's balance owed, the participant would prefer to donate the extra amount raised to Agapé UK, the participant can inform the Agapé UK office and the donation will be designated towards future Global Projects and Global Project-related costs.

5. Contact address

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

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

6. Travel requirements

a) Passports

It is the participant's responsibility to ensure that they have a valid passport. The participant's passport must have an expiration date that is no earlier than six months after the advertised date of return from the Global Project.³ If the participant has more than one passport, the participant must only provide Agapé UK with the passport details of the passport with which they wish to travel.⁴

³ This is a common visa requirement for many countries.

⁴ Agapé UK advises that the participant check the entry requirements for their destination country, and any transit countries, in order to understand which passport will be more beneficial for the participant to

The participant must read the 'Entry Requirements' section on the relevant UK Government Foreign Travel Advice page⁵ (or seek advice from their own Government if the participant is not a UK national (see footnote 4)) if they are in doubt about their ability to comply with the immigration requirements of the countries they will be visiting.

It remains the participant's responsibility to ensure that they bring the correct passport with them to the Global Project and that they keep their passport, and other documents, in a safe place at all times. Agapé UK cannot take responsibility for any lost documents unless it is as a result of the negligent acts or omissions by employees or agents acting within the course of their employment with us.

b) Visas

Once the participant has provided Agapé UK with their passport details, if necessary, Agapé UK will contact the participant in order to discuss the arrangements for the processing of any visas.

Any entry or transit visa that is required for travelling to a nation without a visa-free travel agreement with the UK (regardless of whether a participant is a UK passport holder or not) are covered in the Global Project Price.

Visas are not covered by the Global Project Price in instances where a participant wishes to travel using a non-UK passport that requires entry or transit visas for travel to nations where there is a visa-free travel arrangement with the UK and where a UK passport holder would not require a visa.⁶

Agapé UK will do its best to advise the participant on their specific documentation requirements (based on the information and passport details with which the participant provides Agapé UK), but it remains the participant's own responsibility to ensure that they have the correct documentation.⁷

c) Travel vaccinations

It is also the participant's responsibility to ensure that they obtain all necessary travel vaccinations relevant for their Global Project. Agapé UK, where applicable, will endeavour to warn participants of any travel vaccination requirements, though responsibility remains with the participant to check the entry requirements for their destination country, and any transit countries.⁸ Some countries may refuse you entry in the event that

use. The website <https://checkvisa.net/> provides document and entry requirement information for almost all nationalities and destinations.

⁵ <https://www.gov.uk/foreign-travel-advice/>

⁶ The participant also has the option of asking their donors, separately, to help them cover the cost of visas that are not included in the Global Project Price. If the participant is receiving donations specifically to help them cover the cost of such visas, these cannot be processed by Agapé UK. The participant will need to arrange with their donors to receive these donations directly.

⁷ Again, the website <https://checkvisa.net/> is a useful source on information about document and entry requirements for almost all nationalities and destinations. The participant must be aware that airlines will not permit passengers to travel who do not have the correct documentation and/or who do not comply with all relevant airline regulations and/or destination or transit country entry requirements. All passengers must be carrying a valid passport in the same name and passport number as their aeroplane ticket.

⁸ Information about travel vaccinations and specific country vaccination requirements can be obtained from the NHS website: <https://www.nhs.uk/conditions/travel-vaccinations/>.

you are unable to provide proof of vaccination. Agapé UK will not take responsibility for any issues that arise from the participant's failure to obtain necessary vaccinations.

The cost of travel vaccinations is not covered in the Global Project Price; these costs will need to be covered by the participant⁹, though the participant must be aware, before paying for any travel vaccinations, that it is possible to arrange to receive some vaccinations free-of-charge via the NHS.

d) Incorrect documentation or missed flights

In the event that the participant is refused entry to a flight, or a destination or transit country, due to their failure to provide correct documentation (eg passport, visa, evidence of required vaccinations), it is their responsibility to cover any associated costs.

If the participant has missed a flight for any other reason for which they are at fault (eg the participant has not arrived at the airport on time), and the participant wishes to purchase a new flight to continue their participation in the Global Project, the participant may do so at their own discretion. The participant will, however, be responsible for covering the cost of any new flights.

If the participant decides to terminate their participation in the Global Project as a result of refused entry or a missed flight, Agapé UK will not be able to issue the participant a refund for any costs already incurred, and Agapé UK is unlikely to be able to refund the participant for the cost of any missed flight.

7. Pandemics

a) Cancellations and delays caused by a pandemic

If the decision is taken by Agapé UK to cancel a Global Project for a pandemic-related reason – either global or local – we will endeavour, where possible, to offer the participant a full refund. Agapé UK will not be able to issue the participant with a refund for any costs already incurred.

b) Pandemic vaccination policy

During a global or local pandemic, specific vaccinations can become legal entry requirements to a country. Therefore, Agapé UK reserves the right to make vaccinations a requirement for participating in our Global Projects.¹⁰ This will require Agapé UK requesting certain information about, and sometimes proof of, the participants vaccination history. Agapé UK will endeavour to request this information at the point of application; however, this is not always possible. In such cases as this is not possible, Agapé UK will request such information after the participant has been accepted to the Global Project and after the commencement of this Contract. If the participant refuses or is unable to provide Agapé UK with such information, we reserve the right to terminate

⁹ The participant also has the option of asking their donors, separately, to help cover the cost of their vaccinations. If the participant is receiving donations specifically to help cover the cost of their vaccinations, these cannot be processed by Agapé UK, as vaccinations do not form part of the Global Project Price. The participant will need to arrange with their donors to receive these donations directly.

¹⁰ Agapé UK feels that we have a responsibility to protect the nationals of countries in which we're guests and to avoid causing any unnecessary health risks to them. Therefore, Agapé UK reserves the right to put in place a vaccination mandate, even in situations where it is not a legal entry requirement.

the participant's participation in the Global Project. In such cases, Agapé UK will endeavour, where possible, to offer the participant a full refund. Agapé UK will not be able to issue the participant with a refund for any costs already incurred.

8. Insurance

Travel Insurance is arranged by Agapé UK through *Banner Group*. In order for Agapé UK to arrange insurance cover for the participant, we will require the participant's personal data.

A copy of the insurance policy is available upon request to the Global Project Director.¹¹

All personal data that is shared with Agapé UK is handled in compliance with Agapé UK's Data Privacy Policy.¹²

9. Global Project information

Agapé UK does everything possible to ensure that the information we advertise on our website, including that about events, is correct and up to date. Agapé UK updates our website as frequently as possible to reflect changes that we know about, but we do not have control over all and every element that may cause a change. Consequently, should any events or elements related to the Global Project not take place due to circumstances outside of Agapé UK's control, we cannot accept liability. All Global Project arrangements unaffected and/or already confirmed will, as far as is possible, continue to stand. Please note, also, that Agapé UK has no control over the websites with which we link. Advertised facilities on these and Agapé UK's own websites occasionally change, and we cannot accept responsibility for these changes.

10. Complaints

Should the participant have cause for dissatisfaction with any of the arrangements made by Agapé UK on their behalf, the participant should immediately communicate these with their Global Project Leader¹³ explaining their dissatisfaction and seeking resolution. Complaints can usually be resolved far more quickly and to the participants satisfaction when communicated directly.

If after this the participant remains dissatisfied, please notify the Global Project Leader in writing with a copy sent to the Agapé UK Global team¹⁴. Agapé UK will then do our utmost to resolve the matter. Please note that Agapé UK must be notified within 24

¹¹ globalprojects@agape.org.uk

¹² <https://www.agape.org.uk/privacy/>

¹³ This is the person(s) leading the Global Project whose contact details the participant receives in their Global Project acceptance e-mail or letter.

¹⁴ global@agape.org.uk

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 the participant continue to remain dissatisfied with Agapé UK's handling of the matter, please write to our Safety and Security Manager¹⁵ at the Agapé UK office. Agapé UK will investigate further and reply fully within 28 days. If this is not possible, Agapé UK will send the participant an interim letter advising of our progress.

11. Suppliers' conditions

Many of Agapé UK's third-party suppliers have their own booking conditions and conditions of carriage, which the participant will also be bound by, so far as the relevant supplier is concerned. Agapé UK's suppliers' conditions will also apply to the participant's contract with us, and in the event of any conflict between the suppliers' conditions and Agapé UK's 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 Agapé UK's conditions will prevail. Some of Agapé UK's suppliers' conditions may limit or exclude liability on the part of the relevant supplier, and, by virtue of their application to the participant's contract with us, may also limit or exclude Agapé UK's liability to the participant, 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 the participant has a special request for anything that is not automatically part of the arrangement booked, please advise Agapé UK and we will pass this information on to the companies we work with. Agapé UK's note of the participant's request on their invoice/receipt confirms we have received it but does not guarantee that Agapé UK, or the relevant supplier, will necessarily be able to meet with the participant's request. Where possible, they will endeavour to meet the participant's requests, but Agapé UK cannot guarantee any request unless it is specifically noted on the participant's invoice/receipt, and Agapé UK also confirms the request separately in writing. Agapé UK must emphasise that, verbal confirmations of special requests cannot be taken as a guarantee that they will be met, eg the provision of appropriate meals for special dietary requirements on flights.

13. Information accuracy

Sometimes facilities that Agapé UK describes will be withdrawn for reasons such as maintenance, bad weather or lack of demand from participants. If possible, Agapé UK will tell participants about withdrawal of any significant facility as soon as possible.

¹⁵ safetyandsecuritymanager@agape.org.uk

14. Personal information

In order to enable Agapé UK to provide the necessary services connected with a Global Project, there might be occasions when we will need to share the personal information of participants with suppliers and carriers that are located both inside and outside the UK. If the participant makes special requests, which include, but are not limited to, special dietary, religious or disability-related requirements, which constitute sensitive information, the relevant data, where appropriate, will also be passed on to relevant suppliers and carriers to enable provision of services to the participant.

All personal data that is shared with Agapé UK is handled in compliance with Agapé UK's Data Privacy Policy (see footnote 12).

15. Behaviour

The participant must accept responsibility for their own appropriate conduct. In cases of damage of property, behaviour causing, or likely to cause, danger or persistently affecting the enjoyment of others, Agapé UK reserves the right to terminate the participant's participation in the Global Project. If Agapé UK does so, we shall have no further responsibility to the participant. Accommodation management, airline or airport personnel can also take such action. If the participant damages their accommodation or causes delay or diversion to a flight, the participant agrees to indemnify Agapé UK against any claim including costs made against us.

16. Law and jurisdiction

The participant's contract will be governed by English Law, and any disputes will be dealt with in the courts of England and Wales. If the participant lives in Northern Ireland or Scotland, the courts of Northern Ireland and Scotland (as appropriate) can deal with any disputes.

Agapé UK reserves the right to amend these booking conditions at any time. The participant should check Agapé UK's website¹⁶ at the time of booking for the most up-to-date terms and conditions. If any changes are made to these conditions after booking, Agapé UK will communicate these with the participant. In the event of any conflict between these booking conditions and those displayed on Agapé UK's website, the booking conditions on Agapé UK's website will prevail.

¹⁶ <https://www.agape.org.uk/and-abroad/global-project-booking-conditions/>

Booking conditions last updated: 02/2024