



TERMS AND CONDITIONS OF CONTRACT FOR ALL SMILE INTERNATIONAL TRIPS & PROGRAMMES

Smile International is dependent on volunteers for our core trip activities in Africa, Asia and Europe and as such we require a trip contribution from all those wishing to go on Smile trips. All contributions enabling volunteers to travel to these locations are considered essential to that activity and volunteers' expenses will be covered by Smile International.

Smile sets out indicative voluntary contributions (although many trippers may exceed this amount) which Smile would like each participant, as supporters of Smile International's work, to reach. Tax payers should complete the Gift Aid form.

Smile retains the right to determine if anyone should travel, notwithstanding any contributions made or not. The right to travel with Smile is not dependent on reaching or exceeding the indicative contribution amount.

As part of any Smile trip, a leisure activity may be included (e.g. visit to a Game Reserve in Africa). This will be treated as providing a benefit to the participant and no Gift Aid will be reclaimed on that element, if the participant is making a personal contribution. The amount of any personal benefit will be assessed for each trip separately.

By applying to join a Smile International trip, my acceptance of Smile International's policies and procedures is implied.

The term 'trip' covers all Smile International trips, placements and programmes.

1. Initial donation

A donation of £50 per person is required with all applications. I understand and agree that this is non-transferable and non-refundable.

2. Trip Contribution

A trip with Smile International includes flights, airport transfers, insurance, accommodation, food, travel in country related to project and trip briefing.

Smile International reserves the right to amend the contributions required prior to the scheduled departure date to take account of any changes in airport charges, currency exchange rates, airline insurances, government action, over flying charges, and transportation costs including the cost of fuel. I understand and agree that I will be notified in writing of any proposed increases and the full donation for my trip is a contribution towards the costs of the trip and that the trip is part of Smile International's charitable work.

3. Passport, Visa and Vaccinations

The cost of visas is not included in the trip contribution. I will ensure that I have a full 10-year passport. This passport must be machine readable, have at least one blank page free, and must have 6 months left on it at the date I return from my trip. I understand and agree it is entirely my responsibility to obtain the relevant documentation, medical advice and vaccinations and make all other necessary preliminary arrangements, including compliance with visa requirements. I understand and agree that Smile International accepts no responsibility whatsoever in the event that these matters are not dealt with prior to my departure.

4. Insurance

Travel insurance is mandatory and is included in the trip contribution. Smile International's insurance is with MasterPolicy. I understand and agree that:

1. If I am over 79 years of age I will obtain my own insurance, which will cover me for emergency/helicopter rescue, repatriation and cancellation.
2. No deduction is made in my trip contribution if I take out my own additional insurance. If I choose to take out my own insurance policy, in addition to that covered by MasterPolicy, I am responsible for ensuring that I am in possession of travel insurance which is valid for the entire duration of my trip, and that my insurance offers satisfactory cover for emergency/helicopter rescue, repatriation, cancellation and any excursions, including safaris, air sports or air travel, unless as a fare-paying passenger in a fixed-wing aircraft which is provided and operated by a licensed airline or air charter company. Air sports – this category includes but is not limited to: ballooning; bungee-jumping; gliding; hang-gliding; micro-lighting; parachuting; paragliding; or parasailing. I agree to send a copy of my travel insurance to the Smile UK office.

5. Excursions

I understand and agree that if I want to go on an excursion (including safaris, water and air-type activities), I do so at my own risk and I will make my own insurance arrangements for them. No liability is accepted for these by Smile International. Please note the following is excluded from the MasterPolicy insurance cover: Air sports (this category includes but is not limited to ballooning, bungee-jumping, gliding, hang-gliding, micro-lighting, parachuting, paragliding or parasailing).

6. Airline Conditions of Contract

Any flights forming part of the trip will be subject to the General Conditions of Carriage and Conditions of Contract of the airline concerned. Such flights will also be subject to international law which often limits the airlines' liability to passengers in respect of death or bodily injury, delay or damage to baggage. Smile International reserves the right at any time and without any notice to change airlines where it is considered necessary.

7. Land Only Clients

In respect of land-only clients (meaning trip participants not starting at the scheduled trip dates from the United Kingdom), I understand and agree that Smile International's responsibility does not commence until I have met the delegated Smile representative at the appointed time, at the designated meeting point, on the appointed day. If I fail to arrive there at the appointed time, in a fit condition to travel, and with all my necessary documentation, Smile International shall not be responsible for any additional expenses incurred by me in order to meet up with the Smile team.

8. Changes or Cancellation by Smile International

I understand and agree that Smile International reserves the right to cancel my trip prior to the departure date, in which case any contribution made by me will not be refunded. I will not be entitled to make any further claim for compensation or damages for any loss, consequential damage, expenses, loss of time or inconvenience which may result from any such cancellation.

I understand and agree that if a change to the trip booked becomes necessary, Smile International will advise me of the change as soon as possible (provided that there is time to do so prior to departure). Upon the occurrence of a change, I will have the choice of accepting the change, taking another available trip, or cancelling my trip, I will not be entitled to make any further claim for compensation or damages for any loss, consequential damage, expenses, loss of time or inconvenience which may result from any such change. In the event of Smile International notifying me of a change, I will let Smile International know within 7 days of receipt of such notification which option I would like to accept.

I understand and agree that any independent arrangements that I make which are not organised by Smile International or part of the trip are entirely at my own risk and cost.

9. Briefing/Training/Orientation

I understand that it is compulsory for me to attend a trip briefing/training/orientation and that if I do not attend I will be unable to travel with Smile International. I agree to abide by the advice and information given at such an event, and also the information provided by InterHealth. I understand that failure to do so on my part will also affect my insurance cover.

10. Information

I agree that any information or advice provided by Smile International, particularly, but not limited to, matters such as permits, visas, vaccinations, climate, clothing, baggage, health and safety and security, is given in good faith but without responsibility whatsoever on the part of Smile International.

11. Acceptance of risk

I understand and accept that:

- The trip may include physical exertion for which I may not be prepared, weather extremes which are subject to sudden and unexpected change, and remoteness from the normal medical services and evacuation difficulties.
- It is my responsibility to ensure that I am physically fit enough to cope with a Smile International trip.
- The nature of a trip requires considerable flexibility and the description provided for my trip is only an indication of what I may accomplish, and does not form a contractual obligation on the part of Smile International.
- The standards of plumbing, hygiene and local services may not be comparable with those found in the UK and there may be times when no proper toilet facilities are available.
- Local laws and regulations may differ from those in the UK, including insurance, health and safety requirements, minimum age for drivers, and lack of seatbelt facilities in vehicles.

- The route, schedules, itineraries, amenities and modes of transport may be subject to alteration without prior notice due to local circumstances or events, such as sickness, mechanical breakdown, flight cancellations, strikes, events emanating from political dispute, entry or exit difficulties, climate and other unpredictable or unforeseeable circumstances. I understand and agree that any additional costs such as flights, additional hotel accommodation and/or ground transportation, will be my responsibility, and will be paid for at the time.

12. Personal Data

I agree that all personal information supplied by me, referees and InterHealth may be retained by Smile International for the purpose of the trip and may be passed onto its partner organisations, team leader(s) or representatives.

13. Dietary Requirements

I understand that Smile International does not accept conditional applications and that it is entirely my responsibility to take care of my dietary requirements.

14. Special Requests/Visits

I understand that should I wish to visit anyone or go anywhere which is not part of the scheduled trip I will make my request known in writing to Smile's Trips Coordinator before departure from the UK. I understand that requests for such visits may not be granted, and particularly if it is deemed likely to cause any form of disruption to the programme or Smile personnel. I understand that whilst permission may be granted from the UK office, I will still need permission from my team leader(s) or host(s) and I agree to abide by the decision given. Should permission be granted, I understand I will be responsible for making my own arrangements, including covering the cost of any visit.

15. Visitors

I understand that Smile International do not permit anyone to either stay at my accommodation or take part in any aspect of a Smile trip for the duration of my stay overseas unless they are part of a Smile International trip, as team dynamics can be severely disrupted by having relatives or friends come to visit whilst I am on my trip.

16. Internal Travel/Accommodation

I understand and accept the risks associated with my Smile International trip and I hereby agree to release Smile International, its Trustees, Directors, employees, partner organisations and associated members overseas from any and all claims from my trip with Smile International, unless such injury or illness is caused by the negligence of Smile International. I understand that if I require medical attention, Smile International or its partner organisations' representatives are not responsible for my treatment.

17. Culture/Dress

I agree to respect and abide by the local culture of the country being visited and to dress modestly and inoffensively at all times.

18. Language

I understand and agree to abide by the policy of not swearing or using offensive language during the duration of my trip.

19. Smoking/Alcohol

I understand and agree that smoking, the consumption of alcohol, or possession or use of any illegal substance is not permitted during the duration of the trip which is deemed to begin on the day of my departure when I arrive at a UK Airport and end upon my arrival in the United Kingdom. This includes times of holiday in the country.

20. Photographs/DVD/Video

I understand and agree that the taking of photographs or video footage at any border crossing is not permitted and I agree to seek permission before taking photographs or video of children, adults, home dwellings or other sensitive buildings or places.

I understand and agree that any photos, videos or DVDs taken during the duration of my trip in which I appear may be used in Smile International promotional material, with details of my age, church, school or organisation being included. Any photos or video footage sent in goodwill to Smile for its use will be assumed to include open-ended cost-free permission for use in future promotional material but will remain the copyright of the owner, where known.

21. Relationships

I agree that relationships between team members should be on a friendly basis and that for the duration of the trip, which covers the briefing/training/orientation, the overseas trip (including any time spent on holiday whilst overseas), I

will not form any exclusive relationships, (whether same gender friendships or romantic relationships). This does not apply to the relationship between married couples.

22. Behaviour/Authority on the placement

I understand and agree that if my behaviour is considered likely to cause danger, damage, offence or distress to others, including Smile International's partner organisations, Smile International reserves the right at all times to cancel or terminate my trip and I will be asked to leave if it is deemed appropriate. I understand and agree that I am part of a team and will not do anything to jeopardise Smile International's reputation, effectiveness and witness in the local community.

I accept the authority and decisions of Smile International staff, team/host leader(s), coach or minibus drivers, accommodation owners, airline personnel or others Smile International considers in positions of authority, and if it is deemed that my behaviour is unacceptable, authorisation will be made to terminate my trip and Smile International's responsibility will cease. Smile International will not be obliged to cover any expenses which may be incurred on my part and no claims for compensation will be considered. In the case of ill-health Smile International reserve the right to make such arrangements for my well-being as are deemed necessary and to recover the whole of the costs thereof from me.

If I commit an illegal act I understand and accept that Smile International shall cease its responsibility to me and I will be required to meet any expenses/legal costs incurred.

ITEMS 23 & 24 GAP YEARS ONLY:

23. Gap Year Debrief

I understand and agree that debriefing is an essential part of my trip and my attendance at a debrief after my trip is compulsory.

24. After My Gap Year Trip

I understand and agree that upon my return to the UK, I will:

- Make myself available for one full week for promoting the work of Smile International at exhibitions, Smile events, schools, churches, youth clubs and organisations.
- Attend the Smile Celebration which takes place on the last Saturday in June to share about my trip experience.
- To give one day to attend the training for future gap year volunteers and applicants in the September following my trip.

25. Donations/Giving

I understand and agree that Smile International recognises that before, during or after my trip, I, my friends, family or my church, may wish to financially support the work of Smile International or its partners, and that systems are in place which enable me or them to make a donation. I agree to honour these systems and not make any financial donations or arrangements that fall outside of them. I understand and agree that I may make a donation to Smile International before or after my trip, but I will not give, infer or promise a donation or any other type of support, to individuals, churches or organisations, whilst I am on the trip.

Note: Taxpayers are encouraged to complete the Smile Gift Aid form available on the Smile website. Smile's donations policy is described on the Smile website. Smile is unable to accept requests to direct donations to individuals or specific areas of projects.

26. Returning Visits

I understand and agree not to revisit or re-contact Smile International's work or its partners, or make any other arrangements with them, either before or after my trip, without prior arrangement and agreement from the headquarters of Smile International in the UK in order to safeguard its overseas partners, staff or volunteers and the work of Smile International.

27. Complaints

I understand and agree that, whilst every effort is made to ensure that my trip runs smoothly, should a problem of any sort occur I will report it as quickly as possible to the team/host leader(s) so that efforts can be made to rectify the matter. If the situation cannot be resolved, I will write to Smile International's UK Head Office within 28 days of reporting it to my team/host leader(s), explaining the problem fully. I understand that if I have a complaint about my trip which was not reported to the team/host leader(s) during the duration of my trip, no responsibility is accepted by Smile International.

28. Statement of Faith

I have read and understood Smile International's Statement of Faith as detailed below.

- We believe in the Grace of God the Father, the Son Jesus Christ and the Holy Spirit.
- We acknowledge the work of God in creation, providence, in the redemption of our soul through the Cross of Christ and also the Final Judgement.
- We believe the Bible to be the inspired Word of God and accept the Bible as the supreme authority in all matters relating to faith and conduct of our lives.
- We accept that all mankind has broken God's moral and spiritual laws and this makes us all guilty before Him and, therefore, subject to His judgement and wrath, unless we repent of our sin and accept His forgiveness through Jesus Christ.
- We believe in the Cross of Christ and the Resurrection of Christ from the dead on the third day according to the Bible record.
- We believe in the Second Coming of Jesus Christ as Lord in all His power and glory.
- We believe in the work of the Holy Spirit to reveal the truth about God and ourselves, to enable us to live the Christian life in this world.
- We believe that all Christian believers have access to God and we believe in sharing the message of the Good News of Jesus Christ as Saviour to the whole world.
- We acknowledge we are not perfect, but trust in God's grace and love to help us share our faith and love with others.

29. The Contract

Once formal acceptance has been sent by the UK office (not the date received by the applicant), I understand and agree that it is a requirement of this contract that the full term of the trip is to be completed. If after formal acceptance from Smile International I wish to withdraw from the trip, either before my departure, upon arrival at my destination or during my trip, I will be deemed to have cancelled my trip. I understand that Smile International do not offer refunds.

I agree to indemnify Smile International from and against any loss, liability, expense, claims and proceedings.

This contract (including all matters arising from it) is subject to English Law and any dispute between us will be dealt with under the exclusive jurisdiction of the English Courts.

30. Important Notice

I understand and agree that Smile International is not held responsible for events beyond its control (for example, industrial action, terrorist activity, war, natural disasters or transportation problems) or for expense/loss/damage incurred by my non-compliance with these terms and conditions.

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