

## **IVHQ Terms and Conditions**

**Last updated: 29 July 2024**

# **Terms and Conditions of Service**

Version 5.19

Please read the Terms and Conditions of International Volunteer HQ Limited (IVHQ) carefully before submitting your online application. By submitting your application, you confirm your acceptance of, and agree to be bound by the following IVHQ Terms and Conditions of Service:

## **Definitions**

- All prices referenced are in US dollars.
- All timing referred to in these terms and conditions is based on New Zealand standard time.
- 'IVHQ' refers to International Volunteer HQ, which is a division of HQ Travel LP, a limited partnership registered in New Zealand with company number 50209194.
- 'Volunteer' refers to the customer of IVHQ who has applied to participate in a volunteer program.
- 'Independent Local Team' refers to the local staff who facilitate the volunteer program in the chosen country.
- The 'IVHQ website' refers to [www.volunteerhq.org](http://www.volunteerhq.org).

## **Acceptance onto a Program**

IVHQ reserves the right to refuse acceptance of any application.

The volunteer certifies that all information provided to IVHQ relating to their personal background, qualifications, experience, medical history, and current state of health is accurate and truthful, and that no information relating to the aforementioned areas is withheld. IVHQ accepts no liability for errors or omission of information provided by the volunteer. Every volunteer is required to review and sign IVHQ's Release & Waiver and Code of Conduct forms prior to starting their program. The Independent Local Team may have an additional Release & Waiver form and/or Code of Conduct that is specific for their program, which the volunteer will be required to review and sign at orientation. IVHQ and the Independent Local Team reserve the right to remove a volunteer from their program, without entitlement to refund or compensation, if it becomes apparent that untruthful, inaccurate, or incomplete information was provided by the volunteer in their application or through communications with IVHQ staff, or if relevant information was withheld, or for any other reason by giving notice to the volunteer.

## Travel and Documentation

The volunteer is solely responsible for arranging and paying for their own travel to and from the program destination, as well as any local transport costs not specified as being included in their program fee. It is also the responsibility of the volunteer to obtain and carry all necessary documentation such as visas and passports, when traveling abroad. While IVHQ may provide advice and guidance to the volunteer in regards to the required travel documentation, IVHQ is not responsible for the accuracy of its advice or providing or obtaining any supporting documents necessary for the participant's travel needs, such as visas, medical certificates, or travel permits. Volunteers are responsible for ensuring their travel documents are up to date and valid for travel.

## Insurance

Travel insurance that includes overseas health insurance cover is mandatory for each volunteer, and the volunteer must purchase this prior to departing on the trip. The volunteer is solely responsible for evaluating and determining the type, extent, and levels of any insurance coverage they need or desire for their planned volunteer travel period. This must cover their entire travel period.

Travel insurance cover purchased through IVHQ after October 25, 2022 is subject to the following terms and conditions:

- IVHQ's travel insurance is administered by CISI, one of the world's leading providers of insurance for study abroad and international student travel. The

cover is underwritten by Crum & Forster Specialty Insurance Company, an “A” rated insurance provider with a 200-year underwriting history.

- IVHQ does not warrant that its insurance cover is suitable for every volunteer, and IVHQ is unable to provide advice regarding the suitability of this insurance policy for individual volunteers. Volunteers are required to confirm the cover is suitable for their individual circumstances by reviewing the policy documentation and/or contacting CISI directly.
- Policies may be cancelled up until 1 week prior to the policy’s start date by contacting your IVHQ program manager. IVHQ will either provide a refund of the premium paid less a US\$50 admin fee or hold the premium paid as a credit against the policy holder’s name for up to 12 months with no admin fee deduction. No refunds or credits will be provided less than 1 week prior to the policy’s start date or after the policy’s start date.
- You may change the start and/or end date of your cover up to 1 week before your policy’s current start date. To do this, contact your Program Manager who will cancel your original policy and hold the premium paid as a credit that you can then use to purchase a new policy for the revised dates. IVHQ will not apply any admin fee deduction if the credit is used to purchase a new policy. No cash refunds will be paid if the cost of the new policy is less than the original premium paid.
- All payments are subject to a 5% transaction fee to cover international banking fees. Transaction fees are non-refundable and non-creditable in all circumstances.
- Credits may be used up to their expiry date against any future payment to IVHQ, including the purchase of a different insurance policy.
- IVHQ’s program managers and customer service staff are not able to provide customized insurance advice based on individual circumstances. If you have any questions regarding the cover provided by our travel insurance, or if you need to make a claim, please contact CISI directly.

## Registration Fees

Payment of the Registration Fee confirms a volunteer’s place in one of IVHQ’s volunteer programs, subject to acceptance, availability, and IVHQ’s discretion. Registration fees are not transferable to other persons and cannot be used towards a payment for any other fees.

All payments are final and no “cooling off period” is offered.

IVHQ offers different levels of pricing for volunteers to choose from when they register for a program (each an Option). Each Option has different terms and conditions relating to flexibility and refunds of a volunteer's fees. The current Options available, and the specific Terms applicable to each Option are set out on the [Terms and conditions of IVHQ Registration and Program Fees](#) page of the IVHQ website.

IVHQ may, at its sole discretion, offer custom Options to a volunteer or group of volunteers and terms agreed to in any custom Option will apply to that volunteer or group of volunteers, instead of the Options set out on the IVHQ website.

IVHQ reserves the right to revise the terms of any Registration Fee Options it offers, including the fee amount, at any time. IVHQ may offer new Options at any time. All revisions to Registration Fees Option terms will be made via the IVHQ website. Revisions are not applicable to volunteers who have already submitted their Registration Fee payment before the revisions are due to take effect.

All registration fee payments attract a non-refundable 5% transaction fee to cover banking transaction fees. International wire transfer payments attract a minimum fee of \$75.

## Program Fees

Participation in a volunteer program requires full payment of the relevant Program Fee as set out on the IVHQ website. IVHQ reserves the right to revise Program Fees at any time and any fee revisions will be made public via the IVHQ website. Program Fee revisions will not apply to participants who have already registered, unless the participant makes a change to their program details after the Program Fee revisions have taken effect. The specific Terms applicable to Program Fees are set out in the [Terms and Conditions of IVHQ Registration and Program Fees](#) page of the IVHQ website.

Program Fees are due no later than thirty days prior to the beginning of the volunteer's program placement. Failure to make this payment can result in a loss of volunteer placement with no refund of Registration Fee. All Program Fees and payments for additional services attract a non-refundable 5% banking transaction fee. International wire transfer payments attract a minimum fee of \$75.

Program Fees include accommodation for the duration of the volunteer program. No compensation or refund will be offered should a volunteer independently choose alternative lodging.

## Payment of Program Fees by Installment

Participants with Program Fee amounts in excess of \$1,000 USD may choose to pay in installments. The number of instalment payments offered will depend on the time remaining before the participant's start date.

The final instalment payment must be made no later than 7 days before the Program Fee due date. The participant's Program Fee is only considered as fully paid once the final installment payment has been received by IVHQ.

If a payment is missed or fails, it is the responsibility of the participant to contact IVHQ to arrange payment of any outstanding amount.

All refunds of partially paid Program Fees are subject to IVHQ's standard refund policies, as detailed in our [Terms & Conditions of Fees](#). Only one cancellation fee will be charged per refund, not per installment payment.

## Groups

Volunteers traveling as part of a group may be offered the option to have their application and registration managed centrally by a nominated Group Administrator. In this situation, each volunteer agrees that the Group Administrator may accept these Terms & Conditions on their behalf and that they have given their permission for the Group Administrator to submit their personal information and documentation to IVHQ on their behalf as part of their application to volunteer. IVHQ accepts no liability for errors or omission of information provided to IVHQ by the Group Administrator.

All groups of eight or more volunteers that require support from IVHQ's Group Support team must agree to be bound by the specific Terms for managed groups as set out in the [IVHQ Terms and Conditions for Managed Groups](#) page of the IVHQ website.

Where a group of eight or more people is volunteering with IVHQ, the group leader must register ahead of other group members in order to secure the group's start dates and plans. Group members must then apply and register no less than sixty days before the program starts. Group members who register less than sixty days before the program start date may be excluded from the program, unless approved by IVHQ. Program Fees and fees for additional services for each group member must then be paid no later than thirty days before the program starts. Where a group has requested additional services such as tours as part of their itinerary, all cancellations and refunds are subject to the terms of the providers of these additional services.

## Add-ons

Any additional in-country activities or upgrades booked and paid for through IVHQ in addition to the volunteer's Program, including extra or different accommodation, lessons, courses, courses and transcripts for academic credits, excursions, experiences, transportation, and tours are deemed "Add-ons".

- IVHQ reserves the right to revise Add-on Fees at any time and any fee revisions will be made public via the IVHQ website or volunteers MyIVHQ Profile.
- All Add-on payments attract a non-refundable 5% transaction fee to cover international banking fees. International wire transfer payments attract a minimum fee of \$75.
- If cancelled, Add-ons are non-refundable once payment has been made but may be held as a credit on a case by case basis depending on the cancellation terms of the local Add-on provider.

## Program Cancellation

Should a volunteer be registered on a program that is subsequently closed, withdrawn, or otherwise made unavailable by IVHQ prior to their scheduled start date, the volunteer may elect to:

- Change to a different program free of charge, subject to availability and the payment of any incremental fee should the new program's fee be higher than the original program's fee. No refund will be paid if the new fee is lower than the original fee.
- Retain the full value of all fees paid as a credit in their name for up to twelve (12) months from the earliest registered program start date.
- Accept a refund, subject to IVHQ's standard refund policies.

IVHQ's maximum liability in all situations will be the fees paid to IVHQ by the volunteer. No compensation will be given for any other costs incurred by the volunteer in relation to the program, such as flights.

## Payments & Refunds

All IVHQ fees are priced in US Dollars (USD). Where a volunteer elects to make payment in a different currency, the conversion rate applied on payments and any eligible refunds will be based on the exchange rate charged by our payment provider (plus a conversion fee) at the time the payment or refund is processed. Therefore, in

situations where the original payment is fully or partially refunded, the actual amount refunded in the volunteer's chosen currency may be less than the original payment amount. Refunds will not exceed the original amount paid.

Payments made using a credit can only be refunded as a credit (where eligible). No cash refunds will be made for payments made with a credit.

Banking transaction fees are non-refundable in all circumstances.

No refunds will be paid to any volunteer who has been provided with a participation verification letter for the purpose of fundraising, requesting a visa, or obtaining an academic credit.

## Complaints

Volunteers who wish to lodge a complaint after arriving in-country should follow the process outlined in the [IVHQ Complaints Policy](#).

## IVHQ Rewards & Ambassador Programs

Volunteers who have completed one or more IVHQ programs are automatically enrolled into the IVHQ Rewards and IVHQ Ambassador programs. These offer discounts and referral rewards for volunteers who refer a friend or family member to volunteer with IVHQ, as well as discounts off Registration Fees for subsequent bookings. The specific Terms applicable to the IVHQ Rewards and IVHQ Ambassador programs are set out in the [IVHQ Rewards & Ambassador Programs Terms and Conditions](#) page of the IVHQ website.

## Personal Risks

The volunteer acknowledges and accepts the responsibilities and risks associated with their choice to travel to, temporarily reside in, and provide volunteer services in a foreign country. Such travel and volunteer work can be 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, IVHQ, including any and all of its employees, managers, directors, shareholders, host families and Independent Local Teams (together, the "IVHQ Related Parties"), is not liable and disclaims all liability, to the maximum extent permitted by law, for any loss or harm the volunteer or associates may suffer, including but not limited to loss caused directly or indirectly by:

- Personal injury;
- Emotional injury;
- Death;

- Illness, disease or pandemic;
- Damage to or loss of property;
- Natural disasters;
- Hostage situations; or
- War or terrorism.

In the event of a suspected or potential outbreak of any infectious disease on the program, among close contacts, or in locations recently attended by the volunteer then the volunteer agrees to undertake any testing required at their own cost. Should the volunteer refuse to undertake such testing, the Independent Local Team is entitled to dismiss the volunteer from the program and remove them from their accommodation at any time without refund, and put in place other measures to protect the health of other volunteers and the local community.

## Non-discrimination

IVHQ strictly adheres to a non-discrimination policy of not denying any person access to, or participation in or the benefits of, or be discriminated against in any service, program, course or facility on the basis of race, color, creed, religion, age, sex, sexual orientation, gender identity or expression, national origin, ancestry, disability, pregnancy, marital or parental status, physical condition or developmental disability. Volunteers will only be advised against participating on a volunteer program if it poses a risk to their safety as a result of local cultural attitudes or if the physical environment and/or program activities are not suitable for the volunteer based on the information they have provided to us.

The volunteer agrees to abide by this non-discrimination policy and accepts that any evidence of discrimination by the volunteer in any form will result in instant dismissal from the program with no refund.

## Under 18 Volunteers

Volunteers who participate in an IVHQ volunteer program prior to turning 18 years old are required to submit to IVHQ a signed consent from their parent or legal guardian(s) before IVHQ can process their registration and secure their place on the program.

The Under-18 Volunteer is not entitled to participate in the program unless their parent or guardian has validly executed the consent form and any project-specific requirements of IVHQ or the Independent Local Team as a copy of this is on their profile.

The Under-18 Volunteer and their parent/guardian each acknowledge that whilst on a volunteer program, it is the Under-18 Volunteer's responsibility to make all reasonable efforts to avoid any activity, environment, object or substance that may have an adverse effect on the Volunteer's health or well-being.

If the Under-18 Volunteer fails to comply with the Code of Conduct or other risk mitigation provisions, IVHQ reserves the right to withdraw the Under-18 Volunteer from the program at any time, when such action is reasonably determined by the appropriate IVHQ or Independent Local Team staff representative to be in the best interests of the health, safety, and general welfare of the program, other participants or of the individual participant. Expulsion of the Volunteer is not subject to appeal. Withdrawal of the Volunteer from the program will be at the Volunteer's and/or Parent/Guardian's expense without any right to a refund. All program participants acknowledge that they will be responsible for their own actions at all times. Participants will be required to sign a behavior contract during their program orientation.

To the maximum extent permitted by law, the Under-18 Volunteer and their parent/guardian release IVHQ from any claim, suit, action or proceeding in respect of the removal, and/or entering, of the Under-18 Volunteer from or into the program in accordance with this Agreement.

## **Volunteer Behavior**

The volunteer agrees to comply with the expectations and standards of behavior outlined in IVHQ's Code of Conduct and any additional Code of Conduct required by the Independent Local Team. IVHQ and the Independent Local Team reserve the right to dismiss a volunteer from the program at any time without refund, in the event that these Terms and Conditions or the Code of Conduct are breached.

IVHQ reserves the right to notify the emergency contact appointed by the volunteer, and also the volunteer's education institution or employer if traveling under its oversight, in the event that the volunteer is dismissed from the program or in other circumstances deemed appropriate by IVHQ.

IVHQ's Certificate of International Volunteer Service is conditional upon the volunteer's good behavior on the program and will not be provided to any volunteer who has received a complaint during their program from the local team, placement team, host family, local community, or law enforcement officials.

## Drug and Alcohol Use

The volunteer must abide by the rules put in place by the Independent Local Team, volunteer placement institution, and the host family in regards to alcohol consumption. Drug use (unless prescribed by a doctor) is strictly prohibited and will result in instant dismissal from the program with no refund.

## Child and Vulnerable Adult Protection Policy

All volunteers must pass a background check prior to participation on any IVHQ program.

Volunteers must read and adhere to the [IVHQ Child Protection Policy](#) and agree to follow all procedures contained within it. If at any time the volunteer fails to follow the guidelines set forth by the IVHQ Child Protection Policy, they understand that their volunteer program may be terminated by IVHQ or the Independent Local Team and further appropriate action will be taken, with no entitlement to any refund.

## Indemnity

The volunteer agrees to indemnify and hold harmless IVHQ and all IVHQ Related Parties from any and all losses or liability they may suffer arising directly or indirectly out of, or in connection with, the volunteer's participation in the program and any additional activities purchased through IVHQ, including but not limited to the volunteer's travel, temporary residence in their chosen destination, and the undertaking of volunteering or tourism activities.

## Limitation of Liability

IVHQ provides a service connecting volunteers to the Independent Local Team. You agree that IVHQ is not liable for any actions or omissions of the Independent Local Team.

Despite anything else in this agreement, our liability in connection with this agreement, whether in contract, negligence, statute or otherwise, is limited in all respects to the total amount of Fees paid by you to us under this agreement for the specific volunteer program on which the loss or damage was suffered. We are not liable for any Consequential Loss whether caused by our breach of contract, negligence, breach of any statutory duty or otherwise, suffered by you in connection with this agreement.

To the full extent permissible at law, all representations, terms, warranties, guarantees, or conditions whether implied by statute, common law or custom of the

trade or otherwise, including, but not limited to, implied warranties and guarantees, are excluded.

## Privacy Policy

IVHQ and the volunteer agree to the conditions laid out in the [IVHQ Privacy Policy](#).

## Photographs and Videos

Any photographs, images or videos provided to IVHQ by a volunteer before, during or after their IVHQ trip will be deemed to have been provided with a non-exclusive licence and consent for IVHQ to edit and use these photographs, images or videos for the purpose of marketing and promoting its volunteer programs online and in printed materials in perpetuity without entitlement to any payment or royalty.

IVHQ reserves the right to use any feedback or reviews provided or shared by volunteers for marketing and promotion purposes.

## Miscellaneous

This website is presented solely for the purpose of promoting IVHQ services and those of the Independent Local Teams. This site is controlled and operated by IVHQ from its offices in New Zealand. IVHQ makes no representation that materials in the site are appropriate or available for use in other locations.

Those who choose to access this site from other locations do so on their own initiative and are responsible to the extent local law is applicable.

IVHQ does not warrant or make any representations regarding the correctness, accuracy, reliability, or otherwise of the materials in this site or the result of their use.

IVHQ reserves the right to change these Terms and Conditions or the services it offers from time to time.

## Force Majeure

IVHQ has no liability for any lack of performance, unavailability or failure of the services or its website, or for any failure of IVHQ to comply with these Terms and Conditions, where the same arises from any cause reasonably beyond the control of IVHQ.

## Governing Law

These Terms and Conditions and the service provided pursuant to these Terms and conditions will be governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the New Zealand Courts.