



# TERMS AND CONDITIONS

## 1. Duration

The minimum length of stay is 2 weeks (stays of less than 2 weeks only possible in exceptional cases and by prior arrangement). Due to visa requirements, volunteers can stay in Tanzania for a maximum of 6 months)

## 2. Payment

Volunteer will pay a weekly fee of 150/200Euro. The money you pay is a contribution towards the costs of renting, electricity, water, cooking gas, cleaning, and repairs, lessons, staff salaries and project support. The houses are not run for profit but to provide low-cost accommodation for volunteers.

The organisation will invoice the volunteer for the Fee. Volunteer will pay the Fee within 7 working days of receipt of the invoice. Ongoing, on the day you have orientation you will be asked to pay the first four weeks of your stay in dollars/euro or Tanzania Shilling, preferably Tanzania Shillings. You will continue paying four weeks at a time.

To leave the house and project before the end of your payment for your own reasons no refunds will be made.

Once you have reserved your space, we regard that as the time you will stay in the house. If you decide to go away for a week, or two weeks, it doesn't make any difference to the amount you pay. You need to pay from the day you arrive until the day you leave. We will not give your bed to anyone else while you are away.

## 3. Expenses

Volunteer will provide all expenses for: flights (international and local) accommodation, and travel in-country.

## 4. Status and Liability

4.1. This Agreement is for the provision of services to the local community not a contract of employment. At no time during the period covered by this Agreement will a contract of employment exist between the **Volunteer** and the organisation nor will the **Volunteer** state or give any impression that she/he is employed by **organisation**. Under this contract of services to the community the **Volunteer** will be treated as self-employed and therefore liability for tax deductions or other deductions or contributions rest with **the Volunteer** unless **organisation** agrees to pay the required government taxes related to the Service.

4.2. Organisation may at its option satisfy such indemnity in whole or in part by way of deduction from the Fee or expenses to be paid or refunded to the Volunteer

## **5. Duties, Obligations and Terms of Reference**

5.1 Organisation hereby engages the Volunteer to perform the community services described herein accordance with the terms and conditions set forth in this agreement.

5.2 Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the consent of the other.

5.3 The Volunteer will not commit the organisation to any legally binding agreement or course of conduct.

5.4 The Volunteer will not engage in any political or religious propaganda or similar activity or do anything that may breach the terms of this Agreement or otherwise cause harm or damage of any sort to organisation.

5.5 The Volunteer is encouraged to treat all organisation's employees, customers, organisations, business partners and other affiliates with respect and responsibility. The Volunteer is required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding sex harassment, discrimination, and unfair business practices

## **6. Assurance of Services**

6.1 The Volunteer will assure their availability to perform, and will perform, the community Services hereunder until they are completed.

## **7. Obligations of organisation**

The organisation will co-operate with the Volunteer to such extent as shall be reasonably required to enable the Volunteer to provide the Services to the community.

## **8. Insurance**

Organisation will not provide any Insurance cover to the Volunteer during the provision of the Services.

## **9. Confidentiality**

9.1 All information relating to Organisation business affairs, products, trade secrets, know-how, personnel, customers, trustees, services users, partners, funders and suppliers or otherwise, which may reasonably be regarded as confidential information shall hereinafter be referred to as 'Confidential Information'.

9.2 The Volunteer will undertake not to disclose either directly or indirectly, any Confidential Information that she/he may acquire in any manner and further undertakes to use all the

Confidential Information disclosed or made available to her/him exclusively for the provision of the Services pursuant to this Agreement.

- 9.3 The restrictions contained in this clause 9 will cease to apply to any information or knowledge which may come into the public domain otherwise than by way of breach of this clause by the Volunteer.

## **10. Copyright and Intellectual Property**

The Volunteer will promptly disclose all works in which copyright or design rights may exist which she/he may make in the cause of providing the Services. Any such copyright works or designs created in the course of providing the Services shall be the property of organisation.

## **11. Property**

All accounts, discs, documents, letters, memoranda, notes, papers, publications, records, reports, samples, tapes and other items provided to or produced by the Volunteer in providing the Services shall be and remain the property of organisation and shall be handed over to organisation from time to time on demand and in any event on the Termination Date.

## **12. News Release**

Any news release, public announcement, advertisement, or publicity to be released by the **Volunteer** in connection with this Agreement must have the prior written approval of organisation.

## **13. Termination**

- 13.1 This Agreement will automatically terminate with immediate effect on the Termination Date.
- 13.2. Notwithstanding clause 13.1 above this Agreement may be terminated by organisation or by the **Volunteer** giving to the other not less than 14 days notice in writing. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement.
- 13.3. Organisation shall also be entitled to terminate this Agreement at any time if it reasonably believes that there has been a fundamental or serious breach of this Agreement (including a fundamental or serious failure to satisfy or comply with the Terms of Reference) by the Volunteer.
- 13.4. Organisation shall also be able to terminate this Agreement at any time if in its reasonable opinion any activity by the Volunteer is likely to bring Organisation into disrepute.
- 13.5. The Volunteer will not at any time after the Termination Date represent her- or himself as being in any way still connected with Organisation.
- 13.6. On the termination of this Agreement the Volunteer will not have any claim for damages or

compensation of any nature and will be entitled only to any outstanding Fee due up to the termination Date.

#### **14. Protection of Interests**

14.1 The Volunteer agrees that during the terms of this Agreement the Volunteer will not solicit, interfere with, procure or entice away or attempt to solicit, interfere with, procure or entice away either alone or jointly with any other person, company, firm or organisation any senior or key employee of Organisation Inc. and its affiliates to leave the employment of Organisation.

14.3. The Volunteer will not solicit, interfere with, procure or entice away or attempt to solicit, interfere with, procure or entice away either alone or jointly with any other person, company, firm or organisation any customer, organisation, supplier, contractor, distributor or agent of **Organisation** with whom he or she was concerned or dealt in providing the Services if to do so would cause commercial loss or inconvenience.

#### **15. Attorney's fees and costs**

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred either before or after judgment in addition to any other relief to which such party may be entitled.

#### **16. Representation**

Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto

#### **17. Containment of Entire Agreement**

This Agreement is a document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto, except any Confidentiality, Trade Secret, Non-Compete, Non-Disclosure, Indemnification or Arbitration Agreement. This Agreement contains all of the covenants and Agreements between the parties, except for those set forth in any Confidentiality, Trade Secret, Non-Compete, Non-Disclosure, or Arbitration Agreement.

#### **18. Partial invalidity**

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

**19. Variations**

No variations to this Agreement shall be valid unless in writing and signed by or on behalf of both parties.

**20. Governing law**

This Agreement shall be governed by and construed under the laws of The Republic of Tanzania.

**21. Signatures**

IN WITNESS there of this Agreement has been entered into the day and year first above written.