

Mellon Township Limited/Mellon Educate

Terms and Conditions for Blitz Participation

1. **DEPOSIT** A deposit must accompany your application form. Once your place is accepted, the deposit becomes non-refundable and non-transferable except in exceptional circumstances which will be decided by Mellon Educate at its absolute discretion. Mellon Educate reserves the right, at its absolute discretion, to refuse your application, in which case your deposit will be returned to you. Any such refunds will be returned by regular post, unless otherwise specified and agreed.

2. **BALANCE OF FUNDS** Participants must raise the minimum sponsorship as per the application form. The minimum sponsorship amount must be received by Mellon Educate 10 weeks prior to the travel date. Mellon Educate reserves the right at its absolute discretion to cancel your place if the full amount due is not received on or before the date specified. In the event of cancellation the provisions of the cancellation clause at clause 11 herein will take effect.

3. YOUR RESPONSIBILITY

(a) **Fitness to Travel** Participants must be between the ages of 18 and 65, be fit to work during the Building Blitz and must fully and honestly complete the medical questions on the medical form, which you will receive from your Volunteer Liaison Officer (VFO), to the satisfaction of Mellon Educate medical officers. All applicants must obtain a full clean health certificate from their GP. Health Certificate forms will be supplied by the trust and must be completed by your GP during the 3 months immediately prior to departure, failure to do so will result in application being cancelled.

(b) **Disclosure** Participants must inform Mellon Educate of any change in their medical condition that occurs after the submission of their application and/or Health Certificate, including pregnancy. The Mellon Educate, any of their associated companies, their respective officers, employees or agents cannot be responsible for any damage, loss or liability arising from a failure wilful or otherwise to disclose any information, the giving or use of false information or the withholding of relevant information relating to the health of a participant which is material to their participation in the Building Blitz. Mellon Educate reserves the right to refuse a participant, if, in their sole opinion, the participant is medically unfit to take part. If at any stage for whatever reason Mellon Educate considers you unsuitable for the challenge, it reserves the right at its absolute discretion to cancel your registration or to cease your involvement in the Building Blitz should it have commenced.

(c) **Vaccination** Some countries require the International Certificate of Vaccination or Prophylaxis (ICV) or Yellow Card for entry into the country. It is your responsibility to ensure that you have received the compulsory vaccinations, together with the recommended vaccinations, and that they have been correctly recorded in the yellow card. If you do not have the correct documentation you may be barred from getting on the plane and may not be entitled to a refund nor to travel on a future flight.

(d) Malaria It is your responsibility when travelling to a country where Malaria is prevalent that you take the necessary medication (prophylaxis) as recommended by your Doctor or Travel Clinic and that you continue to take same for the recommended period before, during and after the Building Blitz. (

e) Next of Kin Please inform the charity of your Next of Kin details for the duration of the blitz. It is your responsibility to inform the charity if the next of kin details change from the time of completing the application. Next of Kin must not be participating in the Building Blitz. (f) Criminal History If you commit an illegal or unlawful act, you may be excluded from the Building Blitz.

4. PASSPORT REQUIREMENTS Participant's passports must be valid for 6 months beyond the date of departure. Passport control and in country authorities will reserve the right to refuse entry.

5. USE OF NAME Participants must not use Mellon Educate name or their association with it, for any purpose other than to fundraise in respect of their involvement in the Building Blitz. Mellon Educate name and/or logo must not be displayed on any garment, product, or material other than those provided by the Trust.

6. FUNDRAISING Participants undertake fundraising activities for and on behalf of Mellon Educate and any funds raised are held by the Participants for the benefit of Mellon Educate and should be lodged immediately to AIB Bank, Rathgar. Account Name: Mellon Educate Ltd. Sort Code: 93 13 30 Account No.: 15806075 clearly identifying the volunteer account to be credited. All funds received shall be held by Mellon Educate to be applied for its general charitable purposes The organisation of, and/or participation in, fundraising activities, is done solely at the risk of the intending participant. Moreover, any authorisations, consents, insurances, required by law or otherwise in respect of such activities, are wholly the responsibility of the participant.

7. INSURANCE Mellon Educate provides basic travel insurance for each participant. A copy of the policy will be made available to you in advance of your departure. Please be advised that travel insurance cover terminates at the point of re-entry to country of departure and that any medical attention required thereafter is depending on your national/private insurance cover. It is your responsibility to ensure that you are fully familiar with the cover provided by this policy and that it meets your requirements. Should you require additional cover, you are responsible for making your own arrangements for, and bearing the cost of, such additional cover. In accepting your place, you understand that you are subject to, and accept, the Terms and Conditions prescribed by the insurers. Furthermore, you fully accept that neither the Mellon Educate, any of their associated companies, their respective officers, employees or agents, have any legal responsibility for any illness or injury that you may incur during or subsequent to your stay, whether such injury or illness is caused during the Building Blitz or otherwise.

8. TRAVEL All volunteers must take flights which are pre-booked by the charity. No volunteer is permitted to book their own flight. If you are travelling in a group we will try accommodate any request by your group to travel together, but please note for logistical reasons it is not always possible to facilitate these requests. The charity books flights based on best price solution not the fastest route, ensuring that the maximum amount of your fundraised money goes towards the project. Due to the number of volunteers travelling, flights may depart over 2 days and we will require you to be flexible in your travel schedule. It is your responsibility to make sure that you have all the travel documents you need at the time of travel: passport, tickets, travel insurance, visas and vaccination records. If you do not have the correct documentation you may be barred from getting on the plane and may

not be entitled to a refund nor to travel on a future flight. The charity cannot take responsibility for people who are late for check in, forget their tickets or passport or travel with an out of date passport or who do not have the required visas or evidence of compulsory vaccinations for entry into the country designated for the Building Blitz. It is up to you, the volunteer, to read all documentation carefully before you depart. Hotel accommodation will be booked by the charity, we negotiate best possible rates and our accommodation is based on a shared twin room basis. All services and accommodation provided are subject to the laws of the country in which they are provided. Mellon Educate reserves the right to make changes in the itinerary whenever in its sole judgement, conditions warrant, or if they deem it necessary for the comfort, convenience or safety of the volunteer.

9. DATA PROTECTION/CONSENT TO USE Information you supply may be used by us, or by our agents and / or service providers, for the purposes of your participation in the Building Blitz. PLEASE NOTE MELLON EDUCATE UK AND NON EU VOUNTEERS DATA IS SHARED WITH MELLON EDUCATE IRELAND BEING PART OF THE SAME ORGANISATION. We may share your personal data with our agents and / or service providers, and in so doing, may transfer information containing such data outside EU territory. Furthermore, we may need to obtain sensitive data relating to you, such as information concerning your medical status. By virtue of your participation in the Building Blitz and in providing us with your personal data, you consent to all such information provided to us (including information relating to sensitive data) being so used, processed, disclosed, transferred and / or retained. Where you are providing personal data to us on behalf of another participant, you warrant and represent to us that, in respect of any such personal data which you provide, you have the authority of that participant to disclose such data to us, under the conditions and for the purpose set out above and, to give the requisite consents on behalf of any such participant. Should you submit to us, photographs taken during your participation on the Building Blitz, or write to us about your experiences on the Building Blitz, you consent to such photographs and/or correspondence being used, and/or retained by the Niall Mellon Educate. In giving such consent, your right of ownership to such Intellectual Property remains unaffected. By submitting the application form, you are confirming that you have read and understood the Terms and Conditions and to the best of your knowledge and belief, your general state of health is good and that you take full responsibility for yourself and declare that to the best of your knowledge and belief the information given in this application is true and completed.

10. CANCELLATION In the event that an intending participant is unable, for whatever reason, to participate in the Building Blitz it is understood that any sums submitted in respect of such participation will be retained by Mellon Educate exclusively for its benefit. Mellon Educate may, at its absolute discretion, offer any such participant a place on a future Building Blitz. In such circumstances, any monies raised by the said participant in respect of the intitial Building Blitz, may at the absolute discretion of Mellon Educate be offset against their fundraising requirements in respect of such future Building Blitz programme, less any expenses incurred up to the date of cancellation and any future expenses which may occur as a consequence of the said cancellation.

11. VARIATION OF GENERAL CONDITIONS Mellon Educate may amend, vary or add to these conditions at any time on giving 28 days notice. This notice will indicate where you may view or obtain a copy of the new conditions. If any variation, addition or amendment is unacceptable to you may cancel your application in writing during the 28 day notice period otherwise you will be deemed to have accepted the new conditions.

12. RESPONSIBILITY FOR ARRANGING /DELIVERY OF BUILDING BLITZ/TEACHING BLITZ Each volunteer acknowledges and agrees that Mellon Township Limited (which operates under the business name of Mellon Educate), a charitable company registered with the Republic of Ireland Registration Office under number 389423 and registered with the Charities

Regulatory Authority under number 20058074 (“Mellon Educate”) shall be responsible for arranging and the delivery of all aspects of the relevant Building Blitz/Teaching Blitz (either directly or via a third party provider) including, but not limited to, flights and accommodation. Each volunteer further acknowledges and agrees that no contractual relationship will be created between him/her and Mellon Educate (UK) in this regard.

13. APPLICATION OF MONIES RAISED BY BLITZ VOLUNTEERS Volunteer’s will be informed prior to travel as to how much of their fundraising target represents the “costs element” (ie including, but not limited to, accommodation, transport and security) and how much represents the “donation” element.

The “costs element” of each Volunteer Target shall be transferred by Mellon Educate (UK) to Mellon Educate and will be applied by the latter towards the costs of the relevant Building Blitz/Teaching Blitz (eg accommodation).

The “donation element” of each Volunteer Target shall be applied by Mellon Educate (UK), after having accounted for running costs and other expenses, for the advancement of education for the benefit of the underprivileged and socially and economically disadvantaged in South Africa by assisting Mellon Educate in the construction of schools and the mentoring and training of school principals and teachers via its respective Building Blitz and Teaching Blitz, and the Mellon Educate Literacy Programme. There may, from time to time, be exceptional circumstances in which it is not possible to apply the monies for the aforementioned educational purposes and in such circumstances the trustees of Mellon Educate (UK) shall apply the monies for such other of its charitable purposes as they consider appropriate.

14. FUNDRAISING The charity reserves the right to use any funds received for any charitable purposes anywhere on the continent of Africa. Funds received may be used for educational, health or other humanitarian/development purposes.

15. GENERAL 1. The headings in these conditions are for convenience only and will not affect their interpretation. 2. If a competent authority determines that any provision of these conditions is invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected by that determination. 3. Where you are more than one person or entity, each such person or entity is jointly and severally liable for your obligations under this application.

16. JURISDICTION These terms are governed by Irish law and any disputes subject to the exclusive jurisdiction of the Irish courts and, you hereby submit to the jurisdiction of such courts for such purposes and waive any and all objections to jurisdiction or venue in such courts.

17. EVENTS BEYOND OUR CONTROL Mellon Educate will not have to carry out any obligation under this application if it is prevented from doing so by any cause beyond its reasonable control. This includes, but is not limited to, civil unrest, war, riots, strikes, terrorist activities, natural disasters requests from any government or any emergency services organisation, or any competent authority, or legal obligations, or any event which in the option of Mellon Educate would prevent it from carrying out any of its obligations under this application and Mellon Educate is not responsible or liable for loss or expense occasioned thereby.