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# Terms and Conditions GROW Abroad

**THIS AGREEMENT becomes legally upon being accepted on the program by GROW Abroad (via the international partner)**

**BETWEEN**

1) The Participant as detailed in the application

And

2) GROW Abroad, whose registered office is 8 Beach Road, Muizenberg, Cape Town, 7945. This is an important document. We have attempted to state the terms of this Agreement in a clear and concise manner, but if there is anything the Participant does not understand or wishes to have explained, the Participant should seek independent advice from a lawyer, Citizens Advice Bureau, Law Centre or other agency.

**Agreement for participation in GROW Abroad's Programs:**

## 1. Interpretation

1.1 In this Agreement:

The term "Program" refers to the period of time from arrival in South Africa until the day of departure. This term includes any tours or activities organised by agents of GROW Abroad. The term "co-ordinator" means the area co-ordinator on the allocated Program, to whom the Host Family and Participant must report and whose rules the Participant must abide by; The term "Service" means the services, as set out in clause 2 below, to be provided by GROW Abroad to the Participant.

1.2 The headings in this Agreement are for convenience only and should not affect their interpretation.

## 2. The Service Provided:

2.1 GROW Abroad shall provide the Service described below to the Participant, subject to the terms of this Agreement.



2.2 GROW Abroad reserves the right to refuse to offer the Service to anyone for any reason.

2.3 The Service shall consist of: –

2.3.1 organising and setting up a Program as agreed upon between GROW Abroad and the International partner in writing;

2.3.2 providing an orientation booklet prior to the Participant's departure, as well as an orientation program after arrival;

2.3.3 arranging suitable accommodation, food, an educational institution and transport to and from such institution during the period of the Participant's involvement in the Program. GROW Abroad shall arrange for transfers to and from the airport in the chosen country.

2.3.4 arranging co-ordinators to manage and support the Program. Support extends to Participants, Schools and Host Families;

2.3.5 providing and maintaining a full international support structure and providing a 24 hour emergency phone line.

### **3. The Participant's Obligations**

3.1 By participating in GROW Abroad's Program the Participant accepts that he / she will be subjected to various physical and emotional demands. Participants are aware and accept that the standard of living, including food, hygiene and accommodation in the relevant country may be below the general standards of their own country.

3.2 The Participant is, via the international partner, responsible for his/her own travel arrangements, expenses other than those stipulated for the Host Family, and insurance during the Program. The Participant is obliged to secure travel and medical insurance to protect the Participant against losses caused by travel arrangement cancellation, loss or damage of baggage, non-refundable airfare and/or emergency medical expenses. The policy must cover the entire duration of their trip. In the event that the Participant is unable to provide documentary evidence of a valid insurance, their booking may be cancelled at the sole discretion of GROW Abroad without any refund.



3.3 The Participant, via the International partner, must submit any required documents (including, but not limited to: flight arrival and departure details, insurance information, passport details, original birth certificate, next of kin or emergency contact details and medical forms), at least 8 weeks prior to departure. Failure to do so may result in program cancellation at the sole discretion of GROW Abroad without any refund. A complete list of required program documents will be provided by GROW Abroad, via the International partner, at the time of booking.

3.4 In the event that GROW Abroad advances any monies to or on behalf of the Participant, the Participant shall reimburse such monies to GROW Abroad immediately upon conclusion of the Program.

3.5 The Participant represents and warrants that all information and records provided to GROW Abroad relating to the Participant, the Participant's medical history and the Participant's medical statement are accurate and truthful and provide GROW Abroad with a clear indication of the Participant's state of health. Failure to do so, and/or failure to disclose complete and truthful information could result in the cancellation or expulsion from the program at the sole discretion of GROW Abroad without reimbursement.

3.6 The Participant understands that he/she is under a duty to inform GROW Abroad at the time of the application of any medication requirements, any allergies and any other physical or mental condition or limitation that might disable or render the Participant unable to perform or safely complete the Program. Failure to do so, and/or failure to disclose complete and truthful information could result in the cancellation or expulsion from the program at the sole discretion of GROW Abroad without reimbursement.

3.7 The Participant is the best judge of his/her own condition and limitations, and the Participant acknowledges that it is incumbent on him/her to fully disclose the extent of any conditions or limitations.

3.8 The Participant represents, warrants and affirms that he/she has discussed this Program, potential risks and physical and mental demands with his/her personal physician, and that the Participant is physically and emotionally fit and able to undertake this Program.



3.9 The Participant agrees to notify GROW Abroad of any physical and medical condition at the time of the application and also of any changes in his/her physical and medical condition occurring after the Participant's signing of this Agreement. Failure to do so, and/or failure to disclose complete and truthful information could result in the cancellation or expulsion from the program at the sole discretion of GROW Abroad without reimbursement.

3.10 GROW Abroad reserves the right to require documentation from a doctor or specialist verifying that the Participant is fit and able to undertake this program and GROW Abroad reserves the right to reject a booking on the grounds of the doctor's comments.

3.11 GROW Abroad shall not in any event be held liable for any consequence arising out of the Participant's failure to take advice or medication as prescribed by a medical practitioner both prior to departure and during the Program.

3.12 GROW Abroad reserves the right to reject applicants who require special medical care following due consideration.

3.13 The Participant acknowledges and agrees that GROW Abroad reserves the right to accept or reject any person as a Participant at any time, or to require a Participant to withdraw from a Program at any time if it is determined in a co-ordinator's sole discretion that it is the best interest of the Participant's health and safety, and/or in the best interest of the Program in general. GROW Abroad adheres to the Disciplinary Procedures as set out by GROW Abroad.

3.14 The Participant agrees to take personal responsibility for insuring the Participant's own personal effects and GROW Abroad cannot be held liable for any loss or damage of personal effects.

3.15 The Participant is responsible for ensuring that he / she has a valid passport, original birth certificate, any necessary visa, permits and vaccinations and has obtained and supplied all relevant valid documentation for the Program in terms of travel documents and medical documents.



3.16 GROW Abroad cannot be held responsible for a country's decision to refuse entry, exit or the right of passage (national and local laws governing immigration). All Participants must ensure that they contact the relevant Embassy to acquire the relevant Visa or Tourist Permit prior to commencing the Program. GROW Abroad cannot be held responsible for any country's decision to refuse a visa, visa extension or otherwise.

3.17 The Participant shall comply with all relevant laws, regulations and customs of the country visited during the Program. In the event of a contravention of these laws, the co-ordinator or GROW Abroad shall have the right to require the Participant to leave the Program immediately without reimbursement and no liability on the part of GROW Abroad shall arise whatsoever. GROW Abroad adheres to the Disciplinary Procedures as set out by GROW Abroad.

3.18 The Participant will at all times respect and follow local laws and culture of the host country and behave in a responsible and courteous manner. Each Participant has a duty of care to each other, to local people, to host country nationals participating in the Program and to GROW Abroad. The Participants shall follow instructions of the Program co-ordinators during the Program. The Participant will follow the laws of South Africa governing individuals under the age of 18. GROW Abroad adheres to the Disciplinary Procedures as set out by GROW Abroad.

3.19 As representatives of GROW Abroad within the host country, the Participant must respect GROW Abroad's aims and objectives and not willfully or recklessly seek to damage relations between GROW Abroad, the Program stakeholders and/or the host country. The Participant must not misrepresent GROW Abroad in any way which would seek to undermine or damage relations between GROW Abroad, stakeholders and the host country. GROW Abroad adheres to the Disciplinary Procedures as set out by GROW Abroad.

3.20 The Participant shall at all times respect and follow the health and safety procedures as set out by GROW Abroad, the co-ordinators and/or the representative in the host country. GROW Abroad adheres to the Disciplinary Procedures as set out by GROW Abroad.

3.21 The Participant acknowledges and agrees that GROW Abroad reserves the right to contact their next of kin should staff deem it necessary (via the International partner).



3.22 The Participant acknowledges and agrees that GROW Abroad reserves the right to take any photos and videos provided to them or taken of them by GROW Abroad staff, during or after the program, for promotional/marketing purposes.

3.23 The Participant acknowledges that extension of the program is not allowed unless under exceptional circumstances. The Participant must adhere to the dates set by the program for his or her chosen period.

3.24 The Participant acknowledges that GROW Abroad does not recommend travel by Participants that does not take place with the host family or an agent approved by GROW Abroad. Any Participant that wishes to travel independently must provide proof of permission from natural parents by filling out GROW Abroad's travel request form, which will be assessed by GROW Abroad, international partner and natural parents. Once travel is approved, the participant must provide GROW Abroad with a program release document signed by their natural parents, international partner and GROW Abroad. No school may be missed for independent travel purposes.

3.25 Visits to the Participant from natural parents, family or friends may only take place during the last month of the Participant's stay, however GROW Abroad strongly recommends to visit the Participant once the program has been completed. Formal procedures need to be followed by Participant and Natural Parents by filling in the Release form that needs to be approved by International Partner and GROW Abroad. No school may be missed for travel purposes.

3.26 Volunteering policy: GROW Abroad encourages participants to participate in outreach projects under the supervision of their High Schools. If the host family is involved in volunteering work the participant can assist the host family in this NGO/project, ONLY under supervision and responsibility of the host family. Participants are not allowed to miss school so either these programs/activities need to happen during the holidays or in the weekends.

3.27 The participant acknowledges that GROW Abroad is not liable for any problems/difficulties experienced by the student that were not raised by the student during his/her time in South Africa.



#### 4. Warranties, Liabilities and Assumption of Risk

4.1 GROW Abroad warrants to the Participant that the Service will be provided using reasonable care and skill and, as far as is reasonably possible, in accordance with the description of the Service.

4.2 Any information provided by GROW Abroad, including but not limited to information about visas, vaccinations, healthcare, climate, baggage and special equipment is given in good faith for information and educational purposes only but without responsibility on the part of GROW Abroad.

4.3 The Participant accepts that he/she will adhere to the rules and regulations as laid out in GROW Abroad's Code of Conduct, Disciplinary Procedures and Orientation booklet, in particular relating to the drugs/alcohol/cigarettes policy, the list of extreme sports that are not allowed on the Program.

4.4 GROW Abroad shall have no responsibility for any contravention of the rules laid out in these term and conditions. In particular, GROW Abroad assumes no responsibility for activities undertaken by the Participant outside of those directly relating to the Program. No warranty is given in respect of any activities outside the scope of those relating to the Program. The term "outside of scope" as used in this clause shall mean any and all actions or activities undertaken by the Participant that were not pre-arranged or procured by GROW Abroad, its employees or international partner.

4.5 The Participant understands that certain risks may arise, including, but not limited to, hazards of travelling in remote areas; travel by automobile, van, bus, aero plane, boat, train or any other means of conveyance; the forces of nature; civil disturbances; national or international conflicts; terrorism; arbitrary itinerary changes made by foreign governments or vendors; boat accidents; interacting with dangerous wildlife; personal injury or illness from the local environment; accident or illness in remote locations without immediate evacuation or medical facilities; or negligent acts of third parties.



The Participant hereby asserts that he/she knows, understands and appreciates these and other risks inherent in the Program and asserts that his/her participation is completely voluntary and assumes all risk associated with the Program and will hold GROW Abroad and its international partners and employees harmless from and indemnify them for any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, which may arise in connection with the Participant's participation in this Program, any activities arranged by or for the Participant by GROW Abroad, its international partners or employees, emergency medical care if considered essential by the most qualified in-situ personnel. The Participant further expressly agrees that the foregoing waiver and assumption of risks is intended to be as broad and inclusive as is permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The terms of this agreement shall further extend to the Participant's heirs, personal representatives, successors and assigns.

4.6 The warranty contained in this section is the sole and exclusive warranty as to the Service provided hereunder, and shall supersede any express or implied warranties, in fact or law, including, without limitation, warranties of merchantability or fitness for a particular purpose and GROW Abroad will not be liable under any circumstances with respect to any subject matter of this agreement under any contract, negligence, tort, strict liability or other legal or equitable theory for any incidental, consequential, special or exemplary damages (including, without limitation, loss of revenue or loss of profits or lost business), even if GROW Abroad has been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this agreement, in no event will GROW Abroad's cumulative liability to the Participant arising out of or relating to this agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory exceed the total charges.

## 5. Complaints

5.1 If the Participant wishes to make a complaint in relation to the Program, he/she shall bring the complaint to the attention of the co-ordinator who shall use his/her reasonable efforts to resolve the complaint within a reasonable time.

5.2 If the Program co-ordinator is unable to resolve a serious complaint, and the Participant leaves the Program before the completion date, the Participant shall provide the Program co-ordinator with a written version of events prior to the Participant's departure.





5.3 No compensation shall be given to the Participant, unless there are extreme circumstances, which shall be determined at the sole discretion of GROW Abroad. The Participant agrees that under no circumstances shall GROW Abroad be liable for damages or compensation arising from any claim related to the assessment of inconvenience, disappointment, discomfort or loss of enjoyment.

5.4 Should GROW Abroad be unable to resolve a serious complaint, it shall be referred by GROW Abroad to the legally binding arbitration service at the expense of the participant, which will be refunded should GROW Abroad be found in the wrong.

## 6. Physical and Intellectual Property

6.1 All equipment and resources provided by GROW Abroad both prior to and throughout the duration of the Program remain the property of GROW Abroad and must be returned on completion of the Program.

6.2 The Participant shall replace any property that is lost or damaged through his/her careless or otherwise negligent behavior.

6.3 All research, data, reports, photographs and documentation relating to the Program and GROW Abroad activities provided by GROW Abroad, shall remain the property of GROW Abroad without compensation or further recourse to the Participant. GROW Abroad retains the rights over the use and dissemination of such materials for its commercial and promotional purposes, including, but not limited to, the posting of any photographs containing an image of the Participant while on the Program on its website, brochures, social media or other marketing, promotional or informational medium.

## 7. Data Protection

7.1 From time to time GROW Abroad shares Participant contact information with other Participants and selected partners (such as insurance, tour operators and flight providers) in order to enhance pre-departure support, allow direct communication between participants on similar programs and allow prospective Participants to communicate with former Participants. The Participant hereby agrees that GROW Abroad may disclose his/her contact information to other Participants, potential Participants and partners.

7.2 International partners, local host families and Participants are not allowed to disseminate confidential information about host families (such as addresses, telephone numbers, official documentation) to third parties without the permission of the host family. Third parties may not contact South African stakeholders such as schools and host families without the approval of international partner and GROW Abroad.

## **8. Termination and Expulsion**

8.1 GROW Abroad reserves the right to deny from participating in or otherwise to expel from the Program any Participant who is in breach of any term of this Agreement. GROW Abroad adheres to the Disciplinary Procedures as set out by GROW Abroad.

8.2 Without prejudice to the generality of clause 8.1 above the following will result in automatic expulsion:

8.2.1 Possession / taking / admitting / supplying of illegal or illicit substances like drugs, alcohol and cigarettes. The question of whether the substances are illegal or illicit is to be governed by the jurisdiction of the state where the acts take place; In these exceptional situations a Participant may be immediately dismissed from the program. GROW Abroad reserves the right do to random drugs/alcohol test without approval from the International partner or natural parents. If the outcome is positive the Participant will be dismissed from the program and has to exit the country immediately.

8.2.2 Displaying cruel, thoughtless or rude behavior or committing acts which could injure or harm a member of the Program (including a staff member), or any other person;

8.2.3 Disobeying GROW Abroad's, the co-ordinator's or the representative in the host country's instructions in relation to health and safety;

8.2.4 Committing an act or displaying behavior which could jeopardize future GROW Abroad Programs within the host country or lead to the souring of relations between GROW Abroad and the host communities or country; and



8.2.5 Breaking local laws like drugs, alcohol consumption, smoking , driving and sexual activity. Please note this list is not exhaustive. These actions implies immediate dismissal, no Encouragement, no Probation.

8.3 Expulsion will be carried out by the co-ordinator at GROW Abroad's own discretion and is not subject to appeal. Visa Implication: once a Participant is in the process of being dismissed from the program, GROW Abroad will formally notify the relevant government institutions like Home Affairs (Immigration Offices) and the school that the Participant's program has ended early. Dismissal from the program would imply that the Participant's visa conditions will be nullified.

After being dismissed, Participant is required to immediately return to the home country as remaining in South Africa would render the stay illegal. Natural parents are NOT allowed to release the Participant from the program, while the Participant is still in the country, to continue the stay in South Africa outside the program. This is against the program rules, against the South African law and visa regulations.

8.4 In all such cases the Participant will not be entitled to any reimbursement from GROW Abroad, nor will GROW Abroad be responsible for any additional costs incurred by the Participant as a result of expulsion.

## **9. Currency of Agreement and Cancellation**

9.1 GROW Abroad reserves the right to cancel or curtail the Program if, in its sole discretion, it believes that circumstances warrant it. This shall include cancellation because of Force Majeure (as described below).

## **10. Force Majeure**

10.1 Notwithstanding any other provision of this Agreement, GROW Abroad shall not be deemed to be in breach of this Agreement or otherwise be liable for any delay in performance or non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any circumstances beyond its reasonable control, including but not limited to Acts of God, war, acts of terrorism, riot or civil commotion, fire, strike and government or other official intervention.



## 11. General

11.1 This Agreement constitutes the entire Agreement between the parties and shall apply to the Program provided by GROW Abroad and undertaken by the Participant. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement.

11.2 Any notice required or permitted to be given by one party to this Agreement to the other shall be in writing addressed to that other party: in the case of GROW Abroad's registered office or principal place of business, in the Participant's case to the Participant's address as stated in this Agreement or being given to the Participant in person.

11.3 No waiver by either party of any breach of contract by the other shall be considered as constituting the waiver of any subsequent breach of contract or any other provision of this Agreement.

11.4 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

South African Law shall apply to this Agreement and the parties agree to submit to the exclusive jurisdiction of the South African Court.

October 2021