

The Lisa Kent Memorial Trust **Build Project 2010-** **Terms & Conditions**

submission of their application, including pregnancy. The Trust reserves the right to refuse



DEPOSIT

To participate in the build project for the [name of school] (“the Project”) participants must raise or self-fund a minimum of £2,000. A deposit of £500 must accompany your application form. Once your place is accepted the deposit becomes non-refundable except in exceptional circumstances. The Lisa Kent Memorial Trust (“the Trust”) 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 by you and agreed by the Trust.

BALANCE OF FUNDS

The balance of £1,500 must be received 8 weeks prior to your departure date. Cheques must be made payable to The Trust reserves the right at its absolute discretion to cancel your place if the full amount due is not received on or before such date.

YOUR RESPONSIBILITY

Participants must be between the ages of 18 and 65 to apply, be fit to work during the Project and must complete the medical questions on the Application form. If you are 55 years and over, or if you have any sort of medical condition that could be adversely affected by exercise, and/or the type of work envisaged during the Project, particularly any sort of heart condition, you must obtain a medical certificate from your doctor. It is a requirement for all participants to consult their GP to ensure they have the correct vaccinations & anti malarial treatments. Participants must inform the Trust of any change in their medical condition that occurs after the

your application if, in their sole opinion, the participant is deemed medically unfit to take part. The Trust, their respective officers, employees or agents cannot be responsible for any damage, loss or liability arising from a failure to disclose any information relating to the health of a participant which is material to their participation. If at any stage or for whatever reason the Trust considers you unsuitable for the Project it reserves the right at its absolute discretion to cancel your registration or to cease your involvement in the Project should it have commenced. Furthermore, if you commit an illegal or unlawful act you may be excluded from the Project. In the event of your exclusion (for whatever reason) the Trust shall have no liability to you and will not be responsible for making any refunds, paying any compensation or meeting any costs or expenses which you incur as a result. Additionally, you must meet any expenses which we incur as a result of your behaviour.

You must comply with the laws and regulations of The Gambia and comply with all reasonable instructions of the leader of the Project relating to the safety and organisation of the Project.

PASSPORT REQUIREMENTS

Participant’s passports must be valid for 6 months beyond the date of departure from The Gambia. Passport control and in-

country authorities will reserve the right to refuse entry.

USE OF NAME

Participants must not use the Trust's name or their association with it, for any other purpose other than to fundraise in respect of their involvement in the Project.

FUNDRAISING

Participants undertake fundraising activities for and on behalf of the Trust and as such, any funds raised and advanced to the Trust will be retained by it and used for the purpose of facilitating its charitable works.

The organisation of, and/or participation in, such activities, is done so solely at the risk of the intending participant. Moreover, any authorisations, consents or insurances, required by law or otherwise in respect of such activities are wholly the responsibility of the participant.

INSURANCE

Participants are responsible for their own travel insurance and the Trust will require a copy of such insurance prior to travel.

Participants should also ensure that they are fully insured to carry out work in the Gambia.

OUR LIABILITY

Participants and their personal property are at all times solely at their own risk. The Trust accepts responsibility for what its employees, agents, sub-contractors and suppliers do or do not do providing that they were at all times acting within the scope of or in the course of their employment and engagement with the Trust, and for any deficiencies in the services the Trust is contractually obliged to provide or the failure of such services to reach a reasonable standard. In any such case, the Trust's liability shall be limited to a maximum of £4,000.

The Trust will not be liable for any injury, illness or death or consequential losses by you unless you are able to prove that the injury, illness, death or loss was caused by lack of reasonable care and skill on the part of the Trust's employees, agents, sub-contractors or suppliers in performance of the Trust's obligations under these terms and conditions.

The Trust does not accept responsibility in respect of death, injury or illness of any participant as a result of (but not limited to) physical exertion for which a participant is not prepared; forces of nature; consumption of alcohol; civil unrest; terrorism; breakdown of equipment; lack of, limited access to or inadequacy of medical attention; or where the cause was the fault of the participant or the actions of someone unconnected with the Project.

TRAVEL

Participants are responsible for making their own travel arrangements to and from the Gambia. It is your responsibility to ensure that you have the correct documentation, and visa if necessary (not required for UK Citizens). Transport within The Gambia together with accommodation and meals will be provided by the Trust. Accommodation may be on a shared basis. Participants should advise the Trust of their Next of Kin details and keep them informed should these change.

[Consider adding: The Project requires a minimum number of bookings to go ahead. If this minimum number is not reached, the Project may be cancelled. Therefore, the Trust recommends that participants do not make any non-refundable or non-changeable travel arrangements until participants have checked with the Trust that the Project is definitely proceeding.]

DATE PROTECTION/CONSENT TO USE

Information you supply may be used by us for the purposes of your participation in the Project. We may share your personal data with our agents and/or service providers in The Gambia. 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 Project 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 purposes 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 Project, or write to us about your experiences on the Project, you consent to such photographs and/or correspondence being used and/or retained by the Trust. In giving such consent, your right of ownership to such intellectual property remains unaffected.

By signing the application form, you are confirming that you have read and understood the Terms and Conditions and to the best of your knowledge, your general state of health is good and that you take full responsibility for yourself. You agree that in cases of emergency, the Trust may arrange any necessary medical or surgical treatment on your behalf and sign any required form of consent on your behalf.

CANCELLATION

In the event that an intending participant is unable, for whatever reason, to participate in the Project it is understood that any sums submitted in respect of such participation will be retained by the Trust exclusively for its benefit. The Trust may, at its absolute discretion, offer any such participant a place on a future project. In such circumstances any monies raised by the said participant in respect of the original Project may, at the absolute discretion of the Trust, be offset against their fundraising requirements in respect of such future projects, less any expenses incurred up to the date of cancellation.

GENERAL

These terms and conditions form the entire agreement between the Trust and the Participant.

These terms and conditions and all matters arising out of it are governed by English law.

In the event of any provision of these terms and conditions being held to be invalid, the invalidity of such provision shall not affect the remaining provisions of these terms and conditions, which shall continue to be valid and enforceable.