



Habitat for Humanity - Terms and conditions for Travel

Habitat for Humanity the Netherlands is an international non-profit organization offering safe and decent housing for families in developing areas. Habitat provides no-profit loans to such families and builds the homes in cooperation with local professionals and local and international volunteers. The initiative to make this happen comes from the future homeowner, who submits a request for the house, helps build it and pays back the loan.

Habitat raises funds in The Netherlands for the practical realization of selected projects. Organizing Volunteer building trips is one component of our fundraising activities.

The following travel terms and conditions are applicable to the Volunteer building trips.

Section 1 Definitions 2

Section 2 Realization and content of the Agreement 2

Section 3 Payment 4

Section 4 Travel sum 5

Section 5 Information 5

Section 6 Travel Documents and Insurances 6

Section 7 Alterations made by the Volunteer 6

Section 9 Cancellation due to the Volunteer 7

Section 10 Cancellation by Habitat 7

Section 11 Changes by Habitat 8

Section 12 Accountability and unforeseen circumstances 9

Section 13 Aid and Assistance 10

Section 14 Limitations of liability of Stichting Habitat for Humanity Nederland 10

Section 15 Commitments of the Volunteer 11

Section 17 Complaints 11

Section 18 Disputes 12

Section 1 Definitions

1. Some concepts used in the travel terms and conditions will be defined hereafter:

Habitat: Habitat for Humanity Foundation The Netherlands (Stichting Habitat for Humanity Nederland). This entity offers prearranged volunteer building trips under its own name to the public, or a group of people.

Volunteer:

- a. Habitats' other party, or
- b. The person for whom the trip has been arranged, and who has accepted that arrangement.
- c. The person to whom, consistent with Section 8 of these travel terms and conditions, the legal relationship to Habitat has been transferred to.

Travel Agreement: the agreement where Habitat commits itself to the other party in providing a prearranged trip containing an overnight stay, or a stay for period of more than 24 hours, as well as at least two of the following services:

- a. Accommodation
- b. Arranging volunteer work on a construction site
- c. Transportation
- d. Another tourist service being a significant part of the trip and not having any connection to transportation or accommodation,

Working days: days Monday to Friday, except for acknowledged holidays.

Office hours: Monday to Friday from 8.30 AM to 5.00 PM

Trip donation: financial contribution of the Volunteer to Habitat going to projects chosen by Habitat.

Travel sum: all the costs related to the GV trip, excluding the donation

GV trip costs: the trip donation + the travel costs

Sponsortool: The Habitat Sponsortool is a tool which allows volunteers to raise the acquired funds for a GV trip. It is executed via bouwme.habitat.nl

2. The travel terms and conditions are applicable to all travel agreements, as well as agreements in association to private-transportation travels.

Section 2 Realization and content of the Agreement

1. Offer and acceptance

- a. The Agreement will start to take effect when the Volunteer accepts the offer by Habitat. After the Agreement has been realized, the Volunteer will promptly receive a project confirmation or an invoice, either electronically or in writing.
- b. When booking through the internet, Habitat shows the Volunteer that he or she is entering an agreement, before the Volunteer accepts the Agreement. When Habitat confirms the booking, the Volunteer will be bound by the Agreement.

2. Offer revocation

The offer of Habitat is noncommittal, and can therefore be revoked by Habitat if necessary.

Revocation due to correction of mistakes made in the calculation of either the total GV trip costs or other mistakes is allowed. The revocation has to be done as soon as possible, within a maximum period of three working days after accepting the Agreement. An explanation of why the offer has



been revoked has to be included. In such a case, the Volunteer is entitled to immediate restitution of any fees already paid.

3. Apparent mistakes

Apparent mistakes and apparent errors do not bind Habitat.

Such mistakes and errors which – from the perspective of the average volunteer – will, or should, immediately be apparent.

4. Cancellation by Habitat due to too few participants.

If the number of applications is fewer than the necessary minimum of 12 persons (unless agreed upon otherwise), Habitat reserves the right to cancel the Agreement with immediate effect, without being obliged to give the volunteers any form of compensation. Habitat will inform the volunteers no later than 2 months before departure about the cancellation. Section 10 and 12 are not applicable. The fee paid for the travel costs and the trip donation will be refunded within 14 days after the cancellation.

5. Volunteer information obligation

a. When making the agreement, the volunteer provides Habitat all information which could be relevant for making or carrying out the Agreement, about him- or herself, and, possibly, other volunteers who have applied through the respective Volunteer.

b. Furthermore, the volunteer reports any special circumstances about the quality or composition of the group of volunteers which has been submitted by him or her, that could affect the proper carrying out of the trip and/or affect Habitat in any other way.

If the volunteer fails in his or her duty to provide information, and this results in the volunteer (volunteers) being excluded from (further) participation of the trip by Habitat according to Section 15, Paragraph 2, the costs, as referred to in Section 15, will be the responsibility of and be paid by the Volunteer.

6. Person who initially booked the trip

a. The person whom accepts an agreement on behalf of someone else (person who initially booked the trip), is chiefly responsible to all duties that come with the agreement.

b. All correspondence and exchange (including payments) between the Volunteer (volunteers) and Habitat exclusively go via the person who initially booked the trip.

c. The other volunteers are responsible for their own duties as agreed with the person who initially booked the trip.

7. Departure- and arrival times

The departure- and arrival times mentioned in the trip notification are definitive. The only way Habitat can diverge from these times (within reasonable boundaries), is when Habitat cannot reasonably be expected to maintain the original times. In such a case, Sections 11 and 12 are not applicable.

8. Flights and airline

Habitat acts in accordance to its own judgement when booking the flights, and without any consultation with the company, construction group or volunteers, unless otherwise agreed upon. Habitat chooses the most favourable price (depending on availability). This is not necessarily a direct flight.

When travelling by plane, the name of the airline company will be communicated to the Volunteer as soon as possible.



Habitat will always try to book flights where the team can be booked in so called 'group rates'. Group rates can only be booked when there are at least 12 participants travelling on the same dates. The airline always withholds the right to reject a group reservation. Alternative flights are possible depending on the group size and availability of the flights.

If Habitat cannot book the so called "group rates", Habitat book individual tickets. The cancellation policy with regard to Habitat's general terms and conditions for travel does not apply for these individual tickets. The total ticket cost will need to be paid in full, before Habitat will secure the booking of the flight ticket(s). These costs are not refundable. The general travel conditions remain fully applicable to the remaining travel expenses. When using the Sponsor Tool, Habitat cannot book individual ticket(s) for the participant(s). The participant will need to book his/her own ticket. The price on the Sponsortool will be adjusted (excluding flight costs).

If a participant wishes to book an alternative flight, this should be indicated in the online registration form. Habitat considers the chosen dates as the final choice of the participant. Habitat will book this ticket without further consultation with the volunteer. When an alternative flight is booked, Habitat will charge €30 administration costs per flight. At the same time, the airline may charge a premium for the alternative flight.

9. Information from third parties

Habitat does not have any responsibility for general information in photos, leaflets, advertisements, websites and other sources of information when made- or published under the responsibility of third parties.

Section 3 Payment

1. When making the Agreement, 20% of the travel costs, and 50% of the trip donation should be paid up front.
2. The remainder of the travel costs and the trip donation has to be received by Habitat no later than eight weeks before the day of departure.
3. If payment is done late, the Volunteer is in neglect. He or she will be notified of this in writing by Habitat. It is then possible to pay the remaining fee within 7 working days. If Habitat has still not received the payment within this time frame, the Agreement is considered annulled eight weeks before the day of departure. Habitat reserves the right to charge cancellation fees to the respective Volunteer. In this case, the stipulations of Section 9 are applicable, and the cancellation fees are deducted from the payments which have already been made up to this point.
4. If the Agreement is concluded materializes 8 weeks or less prior to the day of departure, the entire total GV trip costs has to be paid.

Sponsor Tool

1. When a volunteer uses the Sponsortool, all payments must be made on the Sponsortool on www.bouwmee.habitat.nl
2. Upon finalizing the agreement, the volunteer is required to pay the first deposit of €500,- within 10 working days (as soon as the team is complete). The volunteer will receive a message from Habitat as soon as the team is complete and the GV trip will be organized.

3. If Habitat cannot book the so called “group rates”, the participant will need to book his/her own flight ticket. This also means that the participant cannot raise funds through the Sponsortool for the flight costs. The target price will be adjusted.
4. 8 Weeks before departure the GV trip costs minus the donation have to be on the Sponsortool.
5. The remainder of the GV trip costs have to be on the Sponsortool four weeks before departure.
6. The volunteers will always remain responsible for all GV trip costs and timely payments. In the event that a volunteer is not able to recruit enough funds to cover the total GV trip cost, the volunteer remains responsible for the payment of the amount missing.
7. Funds made on the sponsor tool are not refundable, even when the volunteer and/or Habitat cancels the GV trip. More information about the cancellation policies can be found in article 9 of these conditions.
8. When the volunteer raises more funds than the GV trip costs, the additional donation will stay on the Sponsortool. It is not possible to refund the extra donations or move any funds to another Sponsortool. All the extra funds will support Habitat’s work.

Section 4 Travel sum

1. The total GV travel costs communicated by Habitat is applicable to every member of the group, unless stated otherwise. Included in this fee are services and facilities mentioned in the Agreement, either specified in different cost elements or not, including the unavoidable extra costs, known when signing the Agreement, the Volunteer has to pay for the services offered. Unavoidable extra costs are defined as costs which are inextricably associated with the service offered. Not included are costs of additional services provided by Habitat or any third parties as per request of the Volunteer such as insurance premiums, as well as costs incurred at the reservation per travel group, varying according to the size of the group, and reservation costs that can vary per sales channel.
2. The total GV travel costs communicated by Habitat is based on prices, exchange rates, levies and taxes, as known by Habitat when information was given to the Volunteer.
3. Habitat reserves the right to increase the total GV travel costs due to changes in travel expenses (including fuel prices), taxes, levies and applicable exchange rates, up to 2 weeks prior to the day of departure. The way a possible increase in the total GV travel costs is accounted for will be explained. A decrease in price can also occur due to lowered travel expenses. This will happen, unless the lowered travel expenses bring along such costs with them in decreasing the travel sum, that this cannot be reasonably expected by Habitat. The way a possible decrease in the travel sum is accounted for will be explained.

Section 5 Information

1. Habitat provides information to the Volunteer regarding passports, visa and possible healthcare procedures. This information is generally attuned to citizens of the Netherlands with Dutch nationality. It is the responsibility of the Volunteer to gather additional information and to check whether information gathered previously has changed.

2. If the Volunteer cannot make the trip (entirely) due to lack of a (valid) document, the Volunteer is accountable for any possible consequences.

3. The Volunteer is responsible for carrying the necessary documents, such as but not limited to a valid passport or identity card and any possibly required visa, proof of vaccinations, driver's license and/or green card.

4. When a Volunteer books a trip individually, he or she will then share a room ranging in size from two to four persons with other volunteers of the same sex. The Volunteer will bear no extra costs in the event that he or she is placed in a one person room. If the Volunteer would like an individual (single) room, then, if available, this can be booked by Habitat at extra costs.

Section 6 Travel Documents and Insurances

1. Volunteers will receive the necessary travel documents at least 10 days before the day of departure (when travelling privately, before the date of arrival at the first booked accommodation), unless this cannot reasonably be expected of Habitat.

2. If the Volunteer has not received the necessary travel documents at least 5 days before departure, the Volunteer notifies Habitat of this immediately.

3. When a trip is booked within 10 days before the day of departure (when travelling privately, before the date of arrival at the first booked accommodation), Habitat will notify the Volunteer when and how the necessary travel documents will be delivered. If the Volunteer does not receive the documents as decided accordingly, he or she shall notify Habitat immediately.

4. It is the responsibility of the Volunteer to have adequate travel insurance (and possibly annulment insurance). Volunteers will automatically be insured against accidents during the GV trip. Volunteers are also insured for repatriation and special assistance in making arrangements for interrupted or disrupted travel plans resulting from emergency situation.

Section 7 Alterations made by the Volunteer

1. After the agreement has been concluded, it is possible for the Volunteer to request changes to it, on the condition that the resulting total GV trip costs is paid for, after deducting previously paid fees. Furthermore, the Volunteer has to pay a € 30 changing fee per booking (excluding possible additional costs resulting from the alteration). It will be decided as soon as possible whether the request will be honoured. Up until 28 days prior to departure, the alterations will be implemented to the trip schedule as much as possible. This will be confirmed either via e-mail or otherwise in writing by Habitat.

2. Reasons will be given immediately if the request for change is rejected. The Volunteer can then either adhere to the original Agreement, or annul it entirely. Section 9 is applicable in the latter case. As long as a reaction of the Volunteer to the rejection remains pending, Habitat will adhere to the original Agreement.

3. Reduction in the number of paying volunteers is considered (partial) cancellation. Section 9 is applicable in this case and no change fees are charged.

Section 8 Volunteer replacement

1. The Volunteer can let him- or herself be replaced before the beginning of the trip. The following conditions have to be met:

- The other person meets all the conditions connected to the Agreement; and
- the request is handed in at least 28 days before departure, or early enough so that it is possible to perform the required actions and arrange the necessary formalities; and
- conditions in relation to the service providers which are active during the trip, do not interfere with the replacing Volunteer.

2. The person who initially booked the trip, the Volunteer and the person replacing him are chiefly responsible to Habitat for payment of the travel costs which has not been paid for, trip donation, change fees (as referred to in Section 7, Paragraph 1) and possible extra costs as a result of the replacement.

Section 9 Cancellation due to the Volunteer

1. Standardized cancellation fees regarding the travel accommodation costs

In the event an agreement is cancelled, the Volunteer / person who initially booked the trip, is liable pay the following cancellation fees:

- when cancelled at least 66 days prior to the day of departure: the deposit fee,
- when cancelled between the 65th and the 29th day prior to the day of departure: 75% of the travel sum;
- when cancelled between the 28th day, up until the day of departure: 100% of the travel sum.

2. Standardized cancellation fees regarding the voluntary trip donation

In the event an agreement is cancelled, the Volunteer / person who initially booked the trip, is liable to pay the following cancellation fees:

- when cancelled at least 66 days prior to the day of departure: 50% of the trip donation;
- when cancelled between 66 days prior to the day of departure and the day of departure: the trip donation in its entirety.

3. After-office hours

Cancellations occurring outside office hours ought to be done the next working day.

4. Replacement Volunteer

In case a Volunteer chooses to have another Volunteer take his or her place, and as such cancellation does not occur, Section 8 is applicable.

5. Sponsortool

The cancellation policy does not apply for participants using the Sponsor Tool. Donations received by a third-party are non-refundable and cannot be moved to another Sponsortool.

Section 10 Cancellation by Habitat

1. Habitat reserves the right to cancel the Agreement due to important circumstances.

2. Important circumstances are circumstances which are of such a nature that further commitment by Habitat to the Agreement cannot be reasonably expected.

3a. If the cause of cancellation can be held accountable to the Volunteer, he or she is liable for the resulting damages.

b. If the cause of cancellation can be held accountable to Habitat, Habitat can be liable for the resulting damages, under the terms and conditions and within the limits set forth in Section 12.

c. If the cause of cancellation cannot be held accountable to either the Volunteer, nor Habitat, both parties are liable for their own damages, as Section 13 further clarifies.

4. If the cancellation saves Habitat money, the Volunteer is entitled to her/his share of the money saved.

Section 11 Changes by Habitat

1. a. Due to important circumstances, as further explained in Section 10, Paragraph 2, Habitat reserves the right to change the services it was going to provide as agreed upon. The Volunteer will be notified about this by Habitat within 72 hours (three working days), after Habitat is informed about a possible change. If a change occurs within 10 days prior to departure, the Volunteer will be notified within 24 hours (1 working day).

b. If the change entails one or more essential aspects, the Volunteer can reject the change(s).

c. If the change does not entail one or more essential aspects, the Volunteer can only reject it when the change significantly affects him or her negatively.

d. In the event that Habitat saves money because of the change, the Volunteer is entitled to his share of the money saved.

2. a. Habitat will make the Volunteer an alternative offer in the event of such change. This will be done within 72 hours (3 working days). Within 10 days prior to departure, a time period of 48 hours (2 working days), is applicable.

b. The alternative offer ought to be at least equivalent to the original offer. The equivalence of alternative accommodation should be judged to objective criteria and has to be determined according to the nature and class of the accommodation. The judgement ought to take into consideration:

- the composition of the travel group;
- the special elements or circumstances of the respective Volunteer(s) deemed relevant by the Volunteer(s), which are made known to Habitat and confirmed by Habitat in writing;
- the desired deviations from- or additions to the programme, which have been agreed upon and confirmed by Habitat in writing.

3. a. The Volunteer that utilizes his or her right to reject the alteration or alternative offer due to reasons mentioned in previous subsections, has to make this known in writing within 72 hours (3 working days) after receiving the notification about the alteration or alternative offer. Within 10 days prior to departure, this should be done within 24 hours (1 working day).

b. In such a case, Habitat reserves the right to annul the Agreement with immediate effect. Habitat ought to utilize this right within 72 hours (3 working days) after receiving the rejection of the Volunteer. Within 10 days prior to departure, this should be done within 24 hours (1 working day). In this case, the Volunteer is entitled to acquittal or restitution of the total travel sum (or, when the trip has already commenced, to restitution of a proportional part of the fee) and a 50% reimbursement of the donation made for the construction trip within 2 weeks, without prejudice to the provisions of paragraph 4, stating a possible right to compensation.

4. a. If the cause of the change can be attributed to Habitat, the damages to the Volunteer resulting from this will be held accountable to Habitat. Section 12 is used to determine if such is the case.
 - b. If the cause of the change can be attributed to the Volunteer, the damages resulting from this will be held accountable to the Volunteer.
 - c. If the cause of the change cannot be attributed to the Volunteer or Habitat, both parties are liable to their own damages, as section 13 further clarifies.
5. If a significant part of the services, related to the agreement, cannot be provided after commencement of the trip, Habitat will make sure that suitable, alternative arrangements will be made, in light of continuing the trip. Refer to Section 13 for possible costs. In the event that such arrangements are not possible, Habitat will provide the Volunteer(s) with a similar form of transportation that will bring him/her/them back to the original place of departure, or an alternative destination as agreed upon with the Volunteer(s). For possible costs refer to Section 13.
6. Habitat will notify the Volunteer in the event of a change in the time of departure. This obligation (in regards to the return journey) is not applicable to the Volunteer(s) that have booked solely for transport and/or whom are staying at unknown addresses.

Section 12 Accountability and unforeseen circumstances

1. Habitat is obliged to carry out the Agreement akin to expectations the Volunteer could reasonably have based on the Agreement, without prejudice to the provisions of Sections 10 and 11.
2. If the trip does not go akin to the expectations (as referred to in Section 1), the Volunteer is obliged to make notification of this as soon as possible to the parties involved (as referred to in Section 17, Paragraph 1).
3. If the trip does not go akin to the expectations (as referred to in Section 1), Habitat is obliged to reimburse the Volunteer for any damages he or she has possibly incurred, without prejudice to the provisions of Sections 13, 14 and 15, unless the shortcomings in the observance cannot be attributed to Habitat, nor the person which the Volunteer utilizes when the agreement is being carried out, because:
 - a. the shortcoming in the realization of the Agreement is attributable to the Volunteer; or
 - b. the shortcoming in the realization of the Agreement could not have been anticipated or could not have been cancelled and is attributable to a third party whom is not involved in delivering the services included the agreement; or
 - c. the shortcoming in the realization of the Agreement is attributable to an event which Habitat or the person which the Volunteer utilizes when the agreement is being carried out, which could not have been reasonably anticipated and is irremediable; or
 - d. the shortcoming in the realization of the Agreement is attributable to circumstances beyond one's control, as referred to in paragraph 4 of this section.
4. Circumstances beyond one's control are referred to as abnormal and unforeseen circumstances, irrespective of the will of the person whom appeals to it. Furthermore, the consequences of these circumstances could not have been avoided, in spite of all the precautions.

Section 13 Aid and Assistance

1 a. If the trip does not go akin to expectations which can reasonably be expected by the Volunteer based on the Agreement, Habitat is obliged to offer aid and assistance depending on the circumstances. Any costs resulting from this are accountable to Habitat, if the shortcoming in the implementation of the agreement is attributable to Habitat as referred to in Section 12, Paragraph 3.

1.b. If the cause is attributable to the Volunteer, Habitat is obliged to offer aid and assistance merely to the extent that can be reasonably expected. The Volunteer is liable to the resulting costs in this case.

2. If the trip does not go akin to expectations which can reasonably be expected by the Volunteer based on the Agreement due to circumstance that can neither be attributed to the Volunteer, nor Habitat, both parties are liable to their own damages. Liabilities include additional manpower for Habitat and for the Volunteer these include, but are not limited to additional accommodation- and repatriation costs.

Section 14 Limitations of liability of Stichting Habitat for Humanity Nederland

1.a. In the event that a treaty is applicable to a service included in the trip which will result in exclusion or limitation of the liability of the service provider, the liability of the trip organizer will be excluded or limited accordingly.

1. b. Habitat is not liable when the Volunteer is able to recoup the damage from insurance, such as a travel- and/or annulment insurance. Habitat is not liable for damages resulting from missed flights and loss, damages or theft of possessions owned by a Volunteer.

2. If the organizer of the trip is accountable to the Volunteer for loss of travel comfort, the height of the reimbursement is at most the total GV trip costs.

3. Without prejudice to the provisions of previous sections, the liability of Habitat for damages, other than those caused by death or serious bodily injury of the Volunteer is limited to three times the travel sum at most, unless intent or gross negligence of Habitat can be proven.

4. The exclusions and/or limitations of the liability of Habitat recorded in this Section are also applicable to the employees of Habitat and service providers which are involved, including their staff, unless a treaty or law excludes this.

Section 15 Commitments of the Volunteer

1. The Volunteer(s) is/are obliged to comply with all instructions of Habitat to aid a correct realization of the trip and is/are liable for damages caused by his/her/their unauthorized behavior, which will be judged according to the criteria for correct behavior of a Volunteer.

2. a. The Volunteer who causes such a nuisance or a burden, so that a correct realization of the trip will (or can) be significantly affected in a negative manner, can be excluded by Habitat for the (duration of) the trip, if it cannot be reasonably expected by Habitat to comply with the Agreement.

2. b. All costs resulting from this are the responsibility of and will be paid by the Volunteer, if and when the consequences of the nuisance or burden can be attributable to him or her. If and when the cause of the exclusion of the Volunteer cannot be determined, the travel sum (or part of it) will be reimbursed to the Volunteer.

3. The Volunteer is obliged to avoid possible damage, or at least to limit it as much as possible, especially by complying with his or her notification obligation as further explained in Section 17, Paragraph 1.

4. Every Volunteer has to ascertain his- or herself of the exact time of departure of the return journey with the local travel agent or the people in charge of the trip, at least 24 hours before the indicated time of departure.

Section 16 Interest and collection fees

The Volunteer, who does not comply with the financial obligations of the trip in time, owes rent over that amount. The amount of rent is determined in accordance to the law. The Volunteer is also compelled to pay extrajudicial collection fees akin to 15% of the amount which has not been paid in time.

Section 17 Complaints

1. A shortcoming in carrying out the Agreement, as referred to in Section 12, Paragraph 2, ought to be notified to Habitat as soon as possible, hence Habitat can explore possible solutions. In such a case, the Volunteer has to report in the following order: to the respective service provider involved, the travel chaperone, or, in the event that this (these) person(s) cannot be reached, Habitat. If the shortcoming is not neutralized and denigrates the quality of the trip, this should be notified to Habitat immediately.

2. If the Volunteer has not complied with the notification obligation and the service provider or Habitat have therefore not had the opportunity to remedy the shortcoming, the Volunteers' possible right to compensation can be limited or completely excluded.

3. If a complaint is not solved in a satisfactory manner, this has to be notified to Habitat in writing and justified, within one month after completion of the trip or the service received.

4. If the Volunteer does not submit the complaint in time, Habitat will not consider the complaint, unless the Volunteer cannot reasonably be held responsible for exceeding the time frame. Habitat will notify the Volunteer about this either via e-mail or in writing.

5. Habitat will provide a substantive response as soon as possible after receiving the complaint.

Section 18 Disputes

The legal relationship between Habitat and the Volunteer is subject to the law of the Netherlands. Disputes will exclusively be resolved by the authorized judge in Amsterdam, the Netherlands.