

Placement Terms and Conditions Contract

Terms and Conditions: Warm Heart Foundation Volunteer/Internship/Coop Placements (“the agreement”)

1. Interpretation

In this document, the following words shall have the following meanings:

- a) “You” and “your” means the volunteer/intern/coop student who applies for a placement.
- b) “We”, “us”, and “our” means Warm Heart Foundation, Inc.
- c) “Placement” means the voluntary work, internship, coop or other educational experience at Warm Heart Foundation.
- d) “Organization” refers to Warm Heart Foundation and includes the directors, managers, employees, representatives and all other people within their control at the organization.
- e) “Conditions” means these terms and conditions.

2. Placement

- a) It is a condition of your Placement that you are flexible in relation to your Placement choices. While we will try to place you in your preferred Placement at Warm Heart Foundation as set out in the available positions documents, where it is not possible, we reserve the right to find a suitable alternative Placement.
- b) In order to process your application for a Placement, you will be required to provide two letters of recommendation with up-to-date contact information, a signed Warm Heart Physician’s Medical Information Form, and a standard police criminal background check. You and your doctor may also be asked to provide additional information on your health. If in our opinion the references, health information or criminal background check or any other information provided render you unsuitable for a Placement at Warm Heart Foundation, we are entitled to refuse to proceed further with your application.
- c) You agree that you will not request or receive any payment for your work at Warm Heart Foundation and that in the event that you do receive any payment, whether in cash or in-kind, you are responsible for paying any local taxes and for ensuring that you comply with any relevant local laws and comply with the terms of your visa. If you breach the terms of your visa by receiving payment for your Placement or for any other activities in which you may engage outside of your work for Warm Heart Foundation, which you are not permitted, your Placement may be terminated and you may be deported from the country or even risk a fine or imprisonment. For these reasons we recommend strongly against accepting any payments for work of any sort unless you are sure that your visa covers you. If you do decide to accept compensated work, you do so entirely at your own risk.

3. Accommodation

- a) At your option, you may book your accommodation, motorbike, cell phone and supplemental insurance as a single, indivisible package through our subcontractor. If you chose to do so, you must complete the necessary forms in advance and you will be bound by the terms of the associated contract. If you do not, you are entirely responsible for locating, renting and managing your own housing and other living, transportation and communications arrangements. Warm Heart Foundation does not provide any assistance in this regard.

4. Travel

- a) If provided no less than two weeks notice of the exact date, time and number of your arriving flight in Chiang Mai, Warm Heart Foundation will arrange to meet you at the Chiang Mai Airport. Warm Heart Foundation will also arrange to transport you to the Chiang Mai Airport at the time of your departure.

5. Expenses

- a) You are responsible for all of your personal expenses for the duration of your Placement, including but not limited to the cost of transportation to and from your place of work.

6. Health Insurance

- a) You are required to have health insurance in effect for the period of your Placement. In order to complete your application, you must provide proof of coverage that is applicable in Thailand and that is adequate and appropriate for any special needs that you may have. Please make sure that you bring a complete set of policy documents with you when you come.

7. Visas

- a) We will provide you with all of the information necessary for you to apply for the appropriate visa for you to work at Warm Heart Foundation. However, it is your responsibility to ensure that you have obtained the visa prior to your departure for Thailand.
- b) You will not be permitted on the premises of Warm Heart Foundation or to begin your Placement without the proper visa, as this would be in violation of Thai law.
- c) Warm Heart Foundation accepts no responsibility for any financial or academic consequences that you may face as a result of your not being able to undertake your Placement because you have failed to obtain the proper visa.

8. Pre-Departure Cancellation

- a) Cancellation only takes effect when we receive written notice from you.

- b) If, after you have been approved for your Placement, you cancel your Placement more than 60 days prior to the start date of your Placement, you will be entitled to a refund of 50% of any deposit, rent or other monies paid to Warm Heart Foundation.
- c) If you cancel less than 60 days to the start of your Placement, you will not be entitled to any refund of any monies paid to Warm Heart Foundation.
- d) Should you cancel your Placement after changing the start date of your Placement, the calculation of any refund will be done with reference to the original start date of your Placement.
- e) We are entitled to cancel your participation at any time in the event that you:
 - Fail to complete the application process by the prescribed deadlines; or
 - Fail, in our opinion, to demonstrate sufficient interest in or the necessary attributes for your chosen Placement or association with Warm Heart Foundation; or
 - Have a criminal conviction for a serious offence.

9. Your Obligation to Us

- a) You must comply with any reasonable requests by us.
- b) You will take care of and be responsible for any and all aspects of Warm Heart Foundation facilities, operations, staff and human services clients.
- c) You are responsible for intentional and negligent damage caused by you or any of your guests at the premises of Warm Heart Foundation or your Warm Heart Foundation provided accommodations or to your Warm Heart Foundation provided motorbike or cell phone.
- d) You are expected to adhere to the Warm Heart code of conduct. Excerpted here, this covers but is not limited to:
 - Respecting the culture and beliefs of others, working responsibly at Warm Heart Foundation;
 - Adhering to the Warm Heart Foundation dress code both at work and in Phrao;
 - Respecting your accommodations and neighbors; and
 - Not using drugs, procuring sex workers, or engaging in any other illegal activities.

10. Travel Documentation

- a) It is your responsibility to ensure that you have a valid passport which is valid through the period of your Placement and for at least 6 months thereafter.

11. Inoculations and Medical Advice

- a) It is your responsibility to consult your doctor and to receive whatever inoculations you and your doctor decide are best for you.

- b) It is your responsibility to bring with you any necessary medications and prescriptions for refills and any required medical equipment (such as, for example, syringes, mosquito netting, malaria tablets).

12. Physical and Mental Health

- a) You represent and warrant that you are in sufficient physical and mental health to participate in a Warm Heart Foundation Placement and do not have any physical or mental conditions that could affect your ability to participate in the placement. Further, you represent and warrant that the medical records with which you have provided Warm Heart Foundation reveal all physical and mental conditions that may possibly require attention at any point during your stay.

13. Force Majeure (Events beyond our control)

- a) We, Warm Heart Foundation, shall not be in breach of our obligations under this agreement or shall be responsible for any delays in carrying out such obligations, and will not make refunds or be responsible for any costs or other consequences that you incur, if such breach is as a consequence of war or threat of war, terrorist activity or threat of such activity, riots or civil strife, industrial action, natural or nuclear disaster, fire, adverse weather conditions, health risks and epidemics and other circumstances beyond our control.

14. Termination of Agreement

- a) We have the unilateral right to terminate, without prior written warning, this Agreement by written notice (“Unilateral Termination”) if:
 - b) We find that you are not fulfilling your obligations; or
 - i) Your behavior in our reasonable opinion is considered to be causing danger, distress or significant difficulties to anyone at Warm Heart Foundation, including your fellow volunteers, workers or our human services clients, or to anyone in the community; or
 - ii) You have continually refused to carry out the reasonable requests given by us; or
 - iii) It is discovered that you have made a false statement or omitted a material fact in any correspondence with use (which includes your Application form) or have acted in such a way that your actions are likely to bring us into disrepute or to otherwise cause any other significant difficulties; or
 - iv) It is found that you are consuming illegal substances or found to be engaged in any other illegal activities or are convicted of any criminal offence during the period of your Placement or are discovered to have been convicted of any offence prior to starting your Placement which you have not notified us of.
- c) In the event of Unilateral Termination, you will be required to leave Warm Heart Foundation immediately.

- d) If you are in Warm Heart Foundation accommodations, you will be required to vacate immediately.
- e) We accept no responsibility for any costs, expenses or losses suffered as a result of Unilateral Termination. You will not receive a refund for any payments that you may have made to Warm Heart Foundation or to its subcontractors or will you receive any other compensation.
- f) We accept no responsibility for any costs, expenses or losses suffered as a result of termination by you for personal reasons once you have started your Placement. You will not receive a refund of any payments you have made or any other compensation.

15. Security and Government Advice

- a) It is your responsibility to obtain and, if necessary, clarify information in relation to the political and security situation in Thailand and to take the action that you feel is reasonable according to your own judgment.

16. Use of Photos, Videos, Audio, Comments & Other Media

- a) You hereby grant Warm Heart Foundation permission on a royalty free basis to use photos, videos, images, audio materials, comments made by you and any other media on the Warm Heart Foundation website and for fund raising and promotional purposes without obtaining your further specific permission or making any payment to you. Such use may include mention of your name, age, university, town/city/area of residence.

17. Waiver and Release

- a) For the purposes of this Agreement, the term “Released Parties” means and refers individually and collectively to Warm Heart Foundation, the Organization, us, our members, our employees, our representatives and our international agents including Warm Heart Worldwide and all those associated with it.
- b) You hereby indemnify the Released Parties against any and all liability, loss, costs or damages (including consequential damages and pure economic loss) that may be incurred by the Released Parties as a result of claims or charges made against the Released Parties, whether as the instance of a third party or yourself, related to any injury, illness, damage, harm or death of a third party or yourself may suffer arising out of your Placement.

18. Governing Law

- a) This Agreement and the rights and obligations of the parties are governed by the laws of Thailand.

19. General

- a) In the event that any provision of this agreement or the application thereof to any party or circumstance shall be finally determined by the court of proper jurisdiction to be invalid

or unenforceable to any extent, the remainder of this agreement and the application of such provision to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforced to the fullest extent permitted by the law to the extent consistent with the Parties' intent as expressed in this agreement.

- b) We may assign this agreement or any of its rights or delegate our obligations to any third party without your express written consent. You may not assign this agreement or any of its rights or delegate its obligations without the prior written consent of us. This agreement is binding upon and enforceable by each party's permitted successors and assignees.
- c) The waiver of a breach of any term or condition of this agreement will not constitute the waiver of any other breach of the same or any other term. To be enforceable, a waiver must be in writing signed by a duly authorized representative of the waiving party.
- d) This agreement and any form referenced herein constitutes the entire agreement between us and you with respect to the subject matter contained and supersedes all inquiries, proposals, agreements, negotiations and commitments, whether written or oral prior to the effective date. This agreement may not be amended or modified except by written document signed by both parties.
- e) You:
 - i) Have read and fully understand this agreement;
 - ii) Intend that this agreement be legally binding upon and enforceable against you and your family, estate, heirs and legal representatives;
 - iii) Intend that this agreement benefit us; and
 - iv) Confirm that you are at least eighteen (18) years old, or a parent or legal guardian of a volunteer/intern/coop student under 18, fully competent, and entering into this agreement voluntarily of your own judgment.

YOU UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND ALL OF ITS TERMS. YOU EXECUTE THIS AGREEMENT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE.

Signed by the volunteer/intern/coop student:

Signature: _____

Print Full Name: _____

Date: _____

