



#### Greentalist

# TERMS AND CONDITIONS FOR GLOBAL GREENTALIST PROGRAMME

(Updated June 2025)

YOU MUST READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING UP FOR GREENTALIST. This agreement tells you who we are, what is provided in a GLOBAL GREENTALIST, how you and we may change or end the agreement, what to do if there is a problem and other important information.

#### 18. 1. THESE TERMS

# 18.1 PARTIES THIS AGREEMENT (THE "AGREEMENT") IS MADE BETWEEN

- a) Programme participant (known as a "volunteer", "volunteer manager") of the Global Greentalist programme outside their home country, detailed on our website, known as a "Global Greentalist" (collectively known hereafter as "applicants" or "you"); and
- b) Asociación Raleigh Desarrollo Sostenible (Raleigh Sustainable Development Association) or Greentalist Association. A non-profit organization based in Costa Rica, in operations since 2001, formally known as Raleigh Costa Rica, a former member organization of the Raleigh International Trust movement from the UK; charity registration number. 3-002-680576, located in Turrialba, Finca Ganadera CATIE, email: info@greentalist.org / info@raleighcostarica.org (known hereafter as "Greentalist Costa Rica", Greentalist Association, Greentalist, "we", or "us").

### 18.2 WHAT THESE TERMS COVER

This Agreement governs the provision of the Global Greentalist Programme by Greentalist to you and your obligations and the conditions for our provision of the Global Greentalist Programme. If you think that there is a mistake in this Agreement or require any clarification, please contact us to discuss.

## 18.3 WHAT IS THE GLOBAL GREENTALIST PROGRAMME?

Global Greentalist Programme offers young people from all over the world the opportunity to participate in a multi-phase volunteering programme of experiential learning, involving them in Water, Sanitation and Hygiene, Natural Resource Management, Community Resilience and Youth Leadership Trek projects and Virtual Training on Environmental Youth Action in Civil Society. Volunteers undertake projects that focus on sustainable development outcomes, personal development, and active global citizenship. Our model enables the continuous development of valuable soft skills in varied environments.

### 18.4 WHY YOU SHOULD READ THIS AGREEMENT

Please read these terms carefully before you submit your application to us. By submitting an online application form to us for a place on Global Greentalist, you agree to the provisions of this Agreement and all other documents referred to within and provided to you (this includes the Code of Conduct, Complaints Policy and the Safeguarding Policy).

### 18.5 **HOW TO CONTACT US**

You can contact us using the details set out. The official email is info@greentalist.org or info@raleighcostarica.org.





#### 18.6 **HOW WE MAY CONTACT YOU**

If we must contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your online application form.

#### 18.7 WRITING INCLUDES EMAILS

When we use the words "writing" or "written" in this Agreement, this includes emails.

## 19. APPLICATION PROCESS AND OUR AGREEMENT WITH YOU

## 19.1 **VOLUNTEER APPLICATIONS**

Suppose you want to apply for a volunteer position. In that case, you will complete the online application form and disclose to Greentalist any health or well-being issues or concerns that may affect your ability to participate in the Global Greentalist Programme. As part of your application process, you need to pay us a non-refundable deposit (see clauses 6 and 18).

# 19.2 **VOLUNTEER MANAGER APPLICATIONS**

If you want to apply for a volunteer manager position, you shall complete the online application form; provide us with your curriculum vitae ("CV"); and disclose to Greentalist all medical issues and concerns that may affect your ability to partake in the Global Greentalist Programme as a volunteer manager.

Within three (3) days of us offering you a place on Global Greentalist, following the assessment process, you shall pay us a non-refundable deposit of the relevant sum indicated in our offer to you. Within two (2) weeks of accepting a place on Global Greentalist, you must provide us with all the details required for us to request a police check or equivalent acceptable to Greentalist (i.e. UK's Disclosure and Barring Service ("DBS")).

You must disclose your check results to us within one (1) week of receiving them. If you fail to satisfy the requirements for the police check (if applicable), we may cancel this Agreement following **clause** 19.

# 19.3 HOW WE WILL ACCEPT YOUR ONLINE APPLICATION FORM

Our acceptance of your online application form will take place when we email you to confirm it (the "Acceptance Email"), at which point an agreement will come into existence between you and us for legal purposes.

### 20. APPLICANT'S AGE

# 20.1 **VOLUNTEER AGE**

If you are a volunteer, you are usually expected to be between 18 - 24 years of age at the Global Greentalist Programme departure date. Volunteers outside this age range may be considered at Greentalist's discretion and subject to any further assessment process and agreement. If you are less than 18 years old when you complete your application form (i.e., if you are 17 years old), you must complete and return a separate Parental Consent Form, signed by your parent or guardian, which we will send to you with your Welcome Email.





### 20.2 **VOLUNTEER MANAGER AGE**

If you are a volunteer manager, you are usually expected to be at least 25 years of age at the Global Greentalist Programme departure date; however, younger applicants who possess relevant skills and experience may also be considered at Greentalist's discretion and subject to any further assessment process.

#### 20.3 APPLICANTS WHOSE FIRST LANGUAGE IS NOT ENGLISH OR SPANISH

The official languages of our Global Greentalist Programme are English and Spanish. All health and safety briefings will be held in both languages, so you must be proficient in at least one of these languages, with an ability to understand the briefings and seek clarification where necessary.

## 21. HEALTH DISCLOSURE AND REQUIREMENTS

### 21.1 YOU MUST DISCLOSE HEALTH AND WELL-BEING INFORMATION

You must disclose to us complete and accurate details of all pre-existing physical or mental health considerations and anything else that may affect your ability to partake in the Global Greentalist Programme, including confirmation that you have received the mandatory vaccinations that we consider essential for travel to Costa Rica. Health disclosure information must be provided by the Health and Well-being Form deadline as notified on the website; otherwise, we may withdraw your offer.

Before booking your flights to travel and to partake in the Global Greentalist Programme, you must receive a notification that you have been accepted for the Global Greentalist Programme based on your health and well-being information and follow-up clarifications provided by you. The confirmation process may involve you obtaining a medical check, test, certificate, or treatment from a registered doctor at your own expense.

### 21.2 YOU ARE RESPONSIBLE FOR VACCINATIONS

It is your responsibility to make sure that you have had the appropriate and adequate vaccinations before going abroad and, if necessary, are taking the proper anti-malarial medications. We accept no responsibility for your decision not to obtain the mandatory or recommended vaccinations as outlined in the vaccination guide provided in the Welcome Email.

In the event you were to arrive on the Global Greentalist Programme without the mandatory vaccinations, you will be required to obtain these at your own cost before you will be allowed to continue with the Global Greentalist Programme.

Greentalist reserves the right to exclude anyone from participating in the Global Greentalist Programme if they have not obtained the mandatory.

# 21.3 YOU ARE REQUIRED TO MEET A MINIMUM FITNESS LEVEL

For health and safety reasons, you must have a reasonable level of physical fitness to partake in any Global Greentalist Programme. If we consider that your physical fitness is inadequate, we may refuse your participation in some or all of the Global Greentalist Programme.

However, Greentalist is committed to Equity, Diversity, and Inclusion. Therefore, if you have any concerns, we ask you to discuss them with the staff to plan an accommodation that allows for maximum participation.





#### 21.4 CONSULTATION FOR FURTHER HEALTH INFORMATION

Greentalist may need to consult with you regarding any health issues or concerns before booking your flights and before participating in the Global Greentalist Programme.

# 21.5 YOUR APPLICATION MAY BE REFUSED AND/OR THIS AGREEMENT MAY BE CANCELLED IF YOU FAIL TO SATISFY THIS CLAUSE

We reserve the right to refuse your application, retract our offer to you or cancel this Agreement by clause 19 at our absolute discretion if, in our opinion, you fail to provide any information required under clauses 4 and 6 or your health and well-being condition, fitness level or medical history puts you (or others) at risk on Global Greentalist. The decision by Greentalist is final.

#### 22. COSTS COVERED AND NOT COVERED BY GREENTALIST

### 22.1 WHAT GREENTALIST WILL PROVIDE FOR YOUR GLOBAL GREENTALIST PROGRAMME

- Online training and preparation.
- Pre-departure and on-programme support.
- Mealtime food.
- Accommodation.
- Project equipment.
- Transport whilst in the Global Greentalist Programme country (including Greentalist-owned vehicles, externally provided coaches, minibuses, and public transport).

## 22.2 WHAT GREENTALIST DOES NOT PROVIDE FOR YOUR GLOBAL GREENTALIST PROGRAMME.

Unless a separate agreement covers these, you are solely responsible for purchasing and/or obtaining:

- Medical insurance.
- Personal equipment.
- International flights.
- Costs associated with travel, such as government-required quarantine.
- Costs associated with your not adhering to Greentalist's requirements of participation.
- Vaccinations.
- Medical checks, tests, or certificates.
- Background checks (e.g., DBS, Criminal Record).
- Medicine for pre-existing conditions.
- Additional insurance if required.
- Visas (if applicable).





We may require project-based volunteer managers to complete and evidence an "Outdoor First Aid Certification". It must be a course for adults or adults & children, be a minimum of 2 days and have a practical component (it cannot be solely an online course), at their own cost. In exceptional circumstances, we may deem it necessary to purchase flights for specific individuals or Global Greentalist Programmes.

## 23. FUNDRAISING TARGET (PROGRAMME COST)

#### 23.1 HOW YOUR FUNDRAISING CONTRIBUTION SUPPORTS GREENTALIST'S WORK

Every contribution that our supporters make to youth-led action helps us to transform the dreams and ambitions of young people everywhere into a reality.

The money you fundraise for Greentalist as part of your minimum fundraising target is a contribution towards our general charitable purposes (including its charitable operating costs), its wider programmes and campaigns, and does not contribute to your Global Greentalist Programme specifically.

Your Fundraising will be considered and restricted donation for the sole purpose of delivering the Global Greentalist Programme and the Associate Cost to prepare, provide and improve the Greentalist Programmes.

# 23.2 **PAYMENTS TO GREENTALIST**

These funds can be paid to us through either:

- a) Payments made directly to Greentalist via bank transfer or online payment platforms to our account in Costa Rica. These will be deducted from your fundraising target.
- b) An online fundraising platform (i.e. JustGiving), where you encourage donors to support our charitable purposes. These donations will be assigned to your Volunteer Record and deducted from your fundraising target; funds are regularly transferred automatically from the online platform to Greentalist and cannot be returned after this point. All donations that you fundraise for Greentalist through online platforms will go directly to support us in mobilizing a movement of young people taking action on the most critical issues facing our planet.

Because these donations come from third parties to support Greentalist's work, we won't be able to refund this donation if you choose to withdraw before the start date or if we cancel the Global Greentalist Programme. Because these funds cannot be returned in the event of cancellation, we suggest you do not use online fundraising platforms until after the 7-days period outlined in Clause 15.2 (exercising your right to change your mind).

c) In some cases, partner organizations (a legally registered charity) in your country would be authorized to receive payments on behalf of Greentalist, to facilitate the payment process in your country. We will inform you in the Welcome Email if this option is available for you.

### 23.3 YOUR MINIMUM FUNDRAISING TARGET.





You will be set a minimum fundraising target in your Welcome Email (which is inclusive of VAT, if applicable). The minimum fundraising target as stated on our website at the time of your application represents the minimum amount of money that you must raise for us to secure a place on the Global Greentalist Programme. We will provide supporting information and assistance to help you reach this target.

## 23.4 DEADLINES TO REACH YOUR MINIMUM FUNDRAISING TARGET

Your deposit must be credited within 3 days after your application is accepted.

The first payment of at least 50% of the minimum fundraising target must be made 10 weeks before your departure to Costa Rica.

For the last payment, you need to reach at least 100% of your minimum fundraising target, and it must be accredited 6 weeks before your departure to Costa Rica.

## 23.5 CONSEQUENCES OF FAILURE TO REACH YOUR MINIMUM FUNDRAISING TARGET.

If Greentalist does not receive the minimum fundraising target according to **clause 6.4** (**minimum fundraising target**), you will not be able to join the Global Greentalist Programme, except at our discretion. In these circumstances, you have the option to:

- a) Discuss and agree on a new written and signed fundraising extension; or
- b) There might be an opportunity to defer your fundraising to a future Global Greentalist Programme if this takes place, but this cannot be guaranteed. Please discuss this with Greentalist.

# 24. JOINING THE GLOBAL GREENTALIST PROGRAMME (INCLUDING FLIGHTS)

# 24.1 YOU ARE RESPONSIBLE FOR TRANSPORT (INCLUDING FLIGHTS)

You are responsible for arranging your own transportation from your home country and booking your flights, as well as for joining the Global Greentalist Programme at the specified time and place. Greentalist will send out joining instructions but is not responsible for organising or covering the costs of your flights.

## 24.2 TRAVEL DOCUMENTATION REQUIREMENTS AND DEADLINES

You must provide us with a copy of your travel documentation at least four (4) weeks before the Global Greentalist Programme departure date.

We will provide the complete list of required travel documentation by email. It might include (but is not limited to) a colour copy of your passport (with copies of any visa stamps, exemptions, right(s) to stay or right(s) to return paperwork attached to your passport), flight details, visa details, medical declaration, vaccination form and Covid-19 test (if required).

You may also need to provide additional paperwork to ensure that you meet Costa Rica's entry requirements, which may include documents such as your highest education certificate, a health certificate, a bank statement, and a CV. We will advise what documents, if any, are required and by what date in our written communications.

## 24.3 IF YOU ARE DELAYED IN JOINING THE GLOBAL GREENTALIST PROGRAMME





We will use reasonable efforts to collect you from the designated arrival airport to enable you to join the Global Greentalist Programme as soon as possible. We reserve the right to charge you any additional costs reasonably incurred for this late collection.

Similarly, if your return flight is delayed, we will use reasonable efforts to deliver you to the airport at the appropriate time and ensure that you have accommodation and other necessary support, notwithstanding the responsibilities of the air carrier if these delays are caused by your breach of this Agreement (such as if your behaviour breaches Clauses 10 and 11, we may charge you for any reasonable costs we incur as a result).

#### 25. PASSPORT

# 25.1 YOU MUST HAVE A PASSPORT VALID FOR A FURTHER SIX (6) MONTHS FROM THE GLOBAL GREENTALIST PROGRAMME END DATE

You shall have an international passport (or an equivalent proof of identity acceptable to Costa Rica for entry and allowed by the issuing country for travel overseas) that is valid for at least six (6) months after the end date of the Global Greentalist Programme.

#### 25.2 **CONSEQUENCES OF NOT HAVING AN ADEQUATE PASSPORT**

If you fail to satisfy these passport requirements, we may cancel this Agreement in accordance with Clause 19 (cancellation of this agreement by Greentalist).

# 26. GLOBAL GREENTALIST PROGRAMME INFORMATION

Any information about vaccinations, clothing and equipment, flight details, climate, accommodation, food, transport, visa requirements, flight and insurance guidance, project information and itinerary is given in good faith. Still, Greentalist does not accept responsibility (to the extent permitted by the law) for the validity of such information. You agree that you shall take all necessary steps to establish the accuracy of such information before you rely upon it.

### 27. BEHAVIOUR

## 27.1 REQUIREMENT TO BEHAVE ACCEPTABLY

When you apply for a place on Global Greentalist, you also accept our Code of Conduct, which then forms part of this Agreement (viewable at Code of Conduct and provided via email after you accept your offer) and agree to abide by the reasonable and lawful instructions of any staff representing Greentalist.

Any illegal act or inappropriate behaviour by you that, in the reasonable opinion of Greentalist or the Global Greentalist Programme staff, is detrimental to the safety and welfare of you, the Global Greentalist Programme itself or others on the Global Greentalist Programme may result in you being asked to withdraw from the Global Greentalist Programme immediately, without the right to a return of fundraising.





You will also be made aware of and trained in Greentalist's Safeguarding Policy (also available via email) during the pre-departure training and/or induction.

#### 27.2 CHILD PROTECTION

Following the Costa Rican child protection laws, Greentalist will report to the relevant authority inappropriate behaviour or suspicion of the same among adults (over 18) and minors. All people who participate in Greentalist programs, either as staff or volunteers, in different roles, must abide by these guidelines without exception.

Children, as one of the most vulnerable groups in society, must be protected and prioritized. Many projects and diverse environments where Greentalist operate relate to this group, so anyone participating in the organization's programmes must follow safety and safeguarding guidelines for both minors in the Global Greentalist programme and in the various locations where the organization's projects are implemented.

### Greentalist:

- a) Ensures the protection of minors.
- b) Is under zero tolerance for violence, exploitation, and abuse of children.
- c) Ensures safety and security without distinction as to origin, gender, or status.

# 27.3 CONSEQUENCES OF UNACCEPTABLE BEHAVIOUR

You agree that a breach of this clause 10 constitutes a material breach, and we may cancel this Agreement under clause 19 (cancellation of this agreement by Greentalist) because of your breach of clause 10.

### 28. ALCOHOL AND DRUGS

## 28.1 PROHIBITION OF ALCOHOL AND MISUSE OF DRUGS

Greentalist enforces a strict no-alcohol and no-drug misuse policy on International Global Greentalist Programmes. Behaviours related to alcohol and drugs, including transportation, facilitation, purchasing, and promoting the consumption of alcohol and drugs, will be considered active misuse of substances.

We retain the right to remove you from Global Greentalist immediately if we reasonably consider that you have misused drugs or consumed alcohol during (or immediately before the Global Greentalist Programme).

# 28.2 CONSEQUENCES OF MISUSING DRUGS OR ALCOHOL

You agree that a breach of this clause 11 (consumption of alcohol and drugs) constitutes a material breach, and we may cancel this Agreement under clause 19 (cancellation of this agreement by Greentalist) as a result of your breach of this clause 11 (consumption of alcohol and drugs).

### 29. EMERGENCY CONTACTS AND COMMUNICATION

You are required to provide details of two emergency contacts ("ECs"). If at any time Greentalist feels it necessary to contact your EC(s), Greentalist will seek to obtain your consent to do so. However, where it has not been possible to get your consent, i.e. due to physical or mental impairment,





Greentalist reserves the right to contact your EC(s) if it feels that there is justifiable and necessary cause to do so.

Greentalist reserves the right to analyze the possibility of contacting ECs in specific cases to seek an integral solution to the situation.

Greentalist will inform the ECs in case of the Removal of the Global Greentalist Programme, to ensure that a third party is notified of the cessation of our Duty of Care for your participation.

During the implementation of the Global Greentalist Programme, we will provide general progress updates through our website and social media channels. Please note that we are unable to provide individual progress reports to ECs during the programme. While we will make reasonable efforts to accommodate specific requests for information, we cannot guarantee individual updates.

Emergency communications from ECs will be given priority; however, please be aware that participants may at times be located in remote areas with limited access to communication, which may result in delays.

All requests for information should be directed to volunteers@greentalist.org.

## 30. GLOBAL GREENTALIST PROGRAMME ACTIVITIES

You accept that the living conditions during the Global Greentalist Programme may be significantly different from your own home and local environment.

Such different living conditions include food, accommodation (which may consist of hostels, homestays, shelters, lodgings and camping), transport and washing facilities. Our programme provides basic living conditions (like on-field facilities), camping-style logging and food preparation.

In addition, the nature of activities on Global Greentalist Programmes may mean that you are subject to various physical and emotional challenges.

# 31. PARTICIPATION AT YOUR OWN RISK AND NO LIABILITY FOR GREENTALIST

## 31.1 YOU PARTICIPATE IN THE GLOBAL GREENTALIST PROGRAMME AT YOUR OWN RISK

You should note that the Global Greentalist Programmes, and particularly any trekking activities during Global Greentalist Programmes, are adventurous activities that involve exposure to accepted elements of risk, challenge, and adventure greater than those typically encountered in everyday life.

Whilst such activities provided by Greentalist are subject to safety management processes, Greentalist does not guarantee that there is no possibility of physical injury to participants or others. Global Greentalist Programmes often take place in remote areas where medical or rescue facilities may not be immediately available. By applying for Global Greentalist, you accept such risks.

# 31.2 WE ARE NOT LIABLE TO YOU EXCEPT THAT WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO

Greentalist shall not be held liable for any loss, damage, injury, or expense incurred by participants except where liability cannot be legally excluded, including but not limited to: (a) death or personal





injury caused directly by Greentalist's proven negligence; (b) fraud or fraudulent misrepresentation; or (c) non-performance or material breach of Greentalist's contractual obligations.

Greentalist shall not be responsible for any loss, damage, or delays resulting from events beyond its reasonable control, including but not limited to natural disasters (acts of God, floods, earthquakes, hurricanes, or volcanic eruptions), pandemics or epidemics, terrorism, war, political instability, civil commotion or riots, sanctions, government restrictions, or collapse of local infrastructure.

#### 32. CANCELLATION BY YOU

### 32.1 HOW TO TELL US YOU WANT TO END THE AGREEMENT

If you withdraw from Global Greentalist before the departure date, for any reason, you must inform Greentalist in writing as soon as possible.

### 32.2 EXERCISING YOUR RIGHT TO CHANGE YOUR MIND

If you have agreed with us online, you may have a right to change your mind within 7-days (a 7 day 'cooling off period') from when we email you to confirm we will accept your online application form. In such a situation, you would receive a return of any funds you paid to Greentalist directly. This right to a return of funds applies to funds paid directly to Greentalist by you (minus any bank charges) in a period agreed with Greentalist; funds received via online fundraising platforms cannot be returned (Clause 6.2 b Payments to Greentalist).

### 32.3 ENDING THE AGREEMENT BEFORE YOUR GLOBAL GREENTALIST DEPARTURE DATE

If you choose to withdraw from Global Greentalist before it starts, you can:

- a) There might be an opportunity to defer your fundraising to a future Global Greentalist Programme if this takes place, but this cannot be guaranteed. Please discuss this with Greentalist, or
- b) Allow Greentalist to keep all your fundraising already paid to us or held on our behalf by you and not obtain a deferred place on an equivalent Global Greentalist Programme.
- c) The non-returnable deposit is not returned under these circumstances.
- d) Direct contributions will be returnable to you if we cancel the programme for any reason before it commences (minus the operational costs already spent by the organization and the bank charges).

### 32.4 ENDING THE AGREEMENT AFTER THE GLOBAL GREENTALIST DEPARTURE DATE.

You agree that you cannot cancel and end this Agreement after the Global Greentalist Programme departure date.

# 33. DEFERRAL OF YOUR APPLICATION BY YOU BEFORE THE START OF GLOBAL GREENTALIST

## 33.1 CANCELLATION FOR A LEGITIMATE REASON

If you are allocated a place on Global Greentalist but you need to defer your place because of medical, family, or other legitimate reasons, Greentalist, in the case that future Global Greentalist Programmes take place, may transfer your any fundraising amount (including any deposit) already paid by you to Greentalist towards the cost of an alternative Global Greentalist Programme within the following guidelines:





- a) If you are a volunteer who has been given a minimum fundraising target, you may only transfer to a new Global Greentalist Programme with a departure date that is less than twelve (12) months after the end date of the original Global Greentalist Programme, provided that you agree to the minimum fundraising target that applies to the new Global Greentalist Programme.
- b) If you are a volunteer manager or Deputy Operations Coordinator, your offer from us shall only be valid for two (2) years from the date of your assessment and, therefore, you may only defer to a new Global Greentalist Programme with a departure date that is within two (2) years of your assessment date, provided that you agree to the minimum fundraising target that applies to the new Global Greentalist Programme and,
- c) In any event, in each case, you must agree to our then-current terms and conditions applicable to the new Global Greentalist Programme and comply with any reasonable additional requests for information from us.

# 34. LEAVING GLOBAL GREENTALIST EARLY DUE TO UNFORESEEN CIRCUMSTANCES OUTSIDE YOUR CONTROL

# 34.1 LEAVING GLOBAL GREENTALIST CIRCUMSTANCES OUTSIDE YOUR CONTROL

If, through unforeseen and unavoidable circumstances outside **your** reasonable control (including severe illness, family bereavement or other equivalent compassionate issue), you request to cancel your place on Global Greentalist, or request to leave Global Greentalist before its conclusion.

Greentalist, at its sole discretion (whilst acting reasonably), will offer you a deferred place to encourage and help facilitate you to complete your programme with us on an alternative Global Greentalist Programme at a later date (subject to availability); if the Global Greentalist Programme is available in the future, offering a discount on the minimum fundraising target on that alternative Global Greentalist Programme, calculated based on the number of incomplete days of your original programme minus your deposit), up to the half-way point of your programme (after this point no discount will be offered), provided that you agree:

- a) To our then-current Terms and Conditions applicable to the new Global Greentalist Programme; and
- b) That the departure date of the alternative Global Greentalist Programme is less than twelve (12) months after the departure date of the original Global Greentalist Programme; and
- c) To achieve the minimum fundraising target that applies to the alternative Global Greentalist Programme (if different from the original Global Greentalist Programme minimum fundraising target).

# 34.2 YOU ARE RESPONSIBLE FOR ADDITIONAL COSTS AND ARRANGEMENTS WHERE YOU LEAVE GLOBAL GREENTALIST EARLY.

Suppose you leave Global Greentalist before its conclusion. In that case, you are responsible for any additional costs and arrangements of your early return from the Global Greentalist Programme to your registered home address, including any supplemental costs payable for transport to the departure airport and flights from the Global Greentalist Programme country.





#### 35. CANCELLATION OF GLOBAL GREENTALIST PROGRAMMES

#### 35.1 CIRCUMSTANCES OUT OF OUR CONTROL

There may be circumstances either within or outside of our control that affect the Global Greentalist Programme before or during its implementation, which may sensibly cancel the Global Greentalist Programme.

Whether these circumstances are within our control (such as staffing shortages or insufficient participant numbers) or outside our reasonable control (including, but not limited to, natural disasters such as floods, droughts, snow, and earthquakes; terrorist attacks; war; civil unrest or riots; sanctions; embargos; political instability; chemical contamination; pandemics; epidemics; fires; infrastructure failures; or laws and regulations imposed by government), in such situations, we:

- a) May cancel the Global Greentalist Programme immediately due to such circumstances.
- b) Shall not be liable for any breach of this Agreement due to such circumstances.
- c) Shall not be liable for any delay in performing this Agreement due to such circumstances.

#### 18.1 **CANCELLATION BEFORE PROGRAMME STARTS**

If cancellation occurs before the programme starts, we will offer you the following three options:

- a) Defer your placement to an equivalent Global Greentalist Programme later (subject to availability). All the fundraising you raised directly or online would be carried forward to the Global Greentalist Programme, if you agree to our then-current Terms and Conditions applicable to the new Global Greentalist Programme and accept the minimum fundraising target that applies to the latest Global Greentalist Programme; or
- b) If you choose not to defer, you can ask Greentalist to return any direct fundraising (minus the operational costs already spent by the organization and the bank charges. The non-refundable deposit is not returned under these circumstances. This right to a return of funds applies to funds paid directly to us by you;) or
- c) Allow Greentalist to keep all of your fundraising already paid to us or held on our behalf by you and not obtain a deferred place on an equivalent Global Greentalist Programme.

## 18.3 **CANCELLATION DURING PROGRAMME**

If cancellation occurs during a programme, we will make all reasonable efforts to ensure your safety until you can leave the country.

If cancellation occurs during the programme, we will offer you the following three options:

a) Defer your placement to an equivalent Global Greentalist Programme at a later date (subject to availability), if you agree to our current Terms and Conditions applicable to the new Global Greentalist Programme and accept the minimum fundraising target that applies to the new Global Greentalist Programme. If cancellation is announced before halfway through your Global Greentalist Programme, 50% of the total online and direct fundraising you raised can be carried forward to the later Global Greentalist Programme. If cancellation is announced after halfway through the Global Greentalist Programme, no fundraising would be carried forward; or





- b) If you choose not to defer, and if cancellation is announced before halfway through your Global Greentalist Programme, you can ask Greentalist to return 50% of the total direct fundraising you raised (minus the operational costs already spent by the organization and the bank charges). This right to a return of funds applies to funds paid directly to us by you; If cancellation is announced after halfway through the Global Greentalist Programme, no fundraising will be returned; or
- c) Allow Greentalist to keep all your fundraising already paid to Greentalist or held on Greentalist's behalf by you and not obtain a deferred place on an equivalent Global Greentalist Programme.

#### 18.4 OFFER NOTIFICATION

Suppose you fail to notify us of which of the above offers from Greentalist that you wish to accept within nine (9) months of the date of the offer. In that case, you shall be deemed to accept the offer for Greentalist to retain your fundraising already paid to Greentalist or held on Greentalist's behalf by you and not obtain a deferred place on an equivalent Global Greentalist Programme, unless you later satisfy us that there are reasonable mitigating circumstances for your lack of response.

### 19. CANCELLATION OF THIS AGREEMENT BY GREENTALIST

### 19.1 **CAUSES OF TERMINATION**

We may end this Agreement at any time by writing to you if:

- a) You do not make payment to us when it is due, and you still do not make payment within seven (7) days of us reminding you that such payment is due.
- b) You do not, within a reasonable time of us asking for it and then reminding you of such, provide us with information that is necessary for the Global Greentalist Programme (such necessary information includes health and well-being form, a copy of your passport, visa details, police background check or equivalent information/check (if required) and the parental consent form (for under 18s).
- c) You fail to satisfy certain necessary requirements, within a reasonable time of us asking you to meet such requirements and then reminding you of such, including the requirements in respect of visas, passports, police background check, health, well-being, or fitness requirements.
- d) There are circumstances outside our control, and such circumstances cause the ending of the agreement.
- e) You breach a material term of this Agreement.
- f) You breach the Code of Conduct. In this case, you won't be able to join another Greentalist's programme in the future.
- g) You make a deliberate and materially false statement or material omission in any of the written information that you provide to Greentalist (clause 25)





# 20. OUR RIGHTS TO MAKE CHANGES TO YOUR OFFER, THE GLOBAL GREENTALIST PROGRAMME OR THIS AGREEMENT

# 20.1 YOU ACKNOWLEDGE THE PRECEDENCE OF THIS AGREEMENT AND GREENTALIST'S NEED FOR FLEXIBILITY

You should regard Global Greentalist Programme schedules and project information as a fair indication of what Greentalist hopes to achieve on Global Greentalist. However, you acknowledge that such information should not be considered an agreement obligation or a legally-binding commitment or promise by Greentalist.

The images of Global Greentalist Programmes on our website are for illustrative purposes only, and your Global Greentalist Programme may vary from those images.

This Agreement constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between us relating to the Global Greentalist Programme. A fundamental condition of your application is that you appreciate the need for the exact details of the Global Greentalist Programme to remain flexible.

# 20.2 MINOR AND/OR LEGALLY NECESSARY CHANGES TO YOUR OFFER OR THE GLOBAL GREENTALIST PROGRAMME

You agree that Greentalist may make reasonable changes to, delay or modify its offer to you or Global Greentalist without incurring any liability:

- a) To reflect changes in relevant laws and regulatory requirements (for example, if Covid-19 lockdown laws prevent travel to a particular country);
- b) To implement minor adjustments and improvements to the offer or Global Greentalist Programme (i.e. to address a security threat or change in circumstances or personnel); and/or
- c) To respond to any unforeseen events outside our reasonable control (including extreme weather, natural disaster, terrorist attack, war, sanctions, embargos, political instability, pandemics, epidemics, fire, collapse of infrastructure, and any law or guidance imposed by the Government).

#### 20.3 MORE SIGNIFICANT CHANGES TO THE GLOBAL GREENTALIST OR TO THIS AGREEMENT

Greentalist may make more significant changes to the Global Greentalist Programme and changes to this Agreement but, if we do so, then we will notify you as soon as reasonably possible and, where such material changes affect the financial value of the Global Greentalist Programme, we will make a reasonable offer of an alternative Global Greentalist Programme, or a pro-rata return of directly transferred funds when you contact us.

### 21. GREENTALIST INSURANCE & LIABILITY DISCLAIMER

# 21.1 **INSURANCE REQUIREMENTS**

All participants must provide proof of valid comprehensive medical and accident insurance before travel. Greentalist shall not cover any medical, evacuation, or repatriation expenses under any circumstances, except where liability cannot legally be excluded due to Greentalist's proven negligence.





Failure to provide a valid Certificate of Insurance (COI) before departure may result in the cancellation of this Agreement under clause 19 (cancellation of this agreement by Greentalist).

This insurance must include:

- Emergency medical treatment and hospitalization
- Evacuation and repatriation coverage
- Coverage for volunteering and outdoor/adventure activities

#### 21.2. GREENTALIST'S LIABILITY COVERAGE

Greentalist maintains a General Liability Insurance policy, with coverage up to USD 1,000,000 per incident, which includes:

- Liability for death or personal injury caused directly by Greentalist's proven negligence
- Liability for fraud or fraudulent misrepresentation
- Liability for material breach of Greentalist's contractual obligations

A copy of Greentalist's Liability Insurance Certificate (COI) is available upon request. This certificate, issued in English, confirms coverage limits and applicable conditions.

### 21.3 **EXCLUSIONS OF LIABILITY**

Greentalist shall not be liable for indirect or consequential losses, including but not limited to loss of personal belongings, missed flights, quarantine-related expenses, or additional costs arising from government regulations or participant misconduct. Participants acknowledge sole responsibility for securing valuables.

Greentalist shall not be liable for indirect or consequential losses from:

- Failure to follow safety instructions provided by staff
- Personal negligence or misconduct by the participant
- Loss of personal belongings, including money, passports, electronics, or valuables
- Medical conditions not disclosed in advance to Greentalist

# 21.4 FORCE MAJEURE (EVENTS BEYOND REASONABLE CONTROL)

Greentalist shall not be responsible for any loss, damage, delay, or program disruption caused by events outside its reasonable control, including but not limited to:

- Natural disasters (acts of God, floods, hurricanes, earthquakes, volcanic eruptions)
- Terrorist attacks, war, political instability, civil commotion, or riots
- Sanctions, embargos, or government restrictions
- Epidemics, pandemics, or public health emergencies
- Collapse of local infrastructure, fire, or chemical contamination





### 21.5 **PARTICIPANT'S RESPONSIBILITY**

Each participant agrees to:

- Comply with all health, safety, and conduct guidelines established by Greentalist
- Maintain valid travel and health insurance throughout their stay
- Promptly report any accidents, incidents, or safety concerns to Greentalist staff

#### 21.6 INDEMNIFICATION CLAUSE

Participants agree to indemnify and hold harmless Greentalist, its staff, partners or a third party from any claims, damages, or expenses arising from their intentional, reckless, or negligent acts, or breaches of this Agreement.

### 22. RIGHTS AND LIABILITIES

You agree that Greentalist shall not be liable for. You will be liable to Greentalist for, any loss, damage or injury suffered or incurred by Greentalist (including by its employees, partners, and agents) where such loss, damage or injury has been caused by your intentional, reckless or grossly negligent act or deliberate breach of this Agreement.

### 23. 23 COMPLAINTS PROCEDURE

### 23.1 HOW TO TELL US ABOUT PROBLEMS

Any questions or complaints regarding the Global Greentalist Programme should, in the first instance, be made to the appropriate manager at Greentalist by phone or email with a detailed explanation of the issue, which may, for example, be a concern regarding a change of plan, a review of a decision on selection or a request for an explanation of action taken by Greentalist.

If you are unsure who to contact in the first instance, please speak to the Greentalist Executive Manager or email info@greentalist.org or info@raleighcostarica.org

### 23.1 HOW TO ESCALATE YOUR PROBLEMS.

Suppose you feel that your complaint has not been fully resolved in the first instance. In that case, you can send a formal written complaint to the Greentalist Board of Directors (complainsts@greentalist.org or complaints@raleighcostarica.org) no later than 28 days from the Global Greentalist Programme's end date or the issue arising (whichever is later). Greentalist undertakes to reply to all written complaints within 21 days of receipt.

## 24. DISPUTES

This Agreement shall be governed exclusively by the laws of Costa Rica. The courts of Costa Rica shall have exclusive jurisdiction over any disputes arising from this Agreement.

Both parties agree that, in the event of any dispute or disagreement arising under this Agreement, they will first submit the matter to conciliation before a legally registered conciliation center in Costa Rica, by Costa Rican law.





The purpose of conciliation is to promote social peace, encourage an amicable resolution, and ensure procedural economy before initiating any formal court proceedings.

Suppose conciliation does not result in a mutually acceptable agreement within a reasonable period. In that case, either party shall remain free to pursue any legal remedies available under the exclusive jurisdiction of the Costa Rican courts.

#### 24.1 WE WILL COMPLY WITH ALL APPLICABLE DATA PROTECTION LAWS

Greentalist will respect all applicable data protection and privacy legislation.

#### 24.2 OUR COMMITMENT TO OUR PRIVACY POLICY.

We will only use your data as set out in our Privacy Policy. This includes that you agree that Greentalist may, under certain circumstances, process your data, including sensitive personal data relating to your physical and mental health and that Greentalist may, when and where appropriate, share this information with external organizations to provide the voluntary opportunity that you have applied for.

### 25. CYBER RISK AND EMAIL FRAUD

#### 25.1 BANK ACCOUNT INFORMATION

We will only provide Greentalist's bank account details in the form of an original or PDF version of a Greentalist-headed letter sent either by mail or as an attachment to an email. We accept no liability for funds transferred by you to any account other than our own, as detailed in the letter.

In case we offer an alternative payment method, it will be provided to you in the form of an original or PDF version of the Greentalist headed letter sent either by mail or as an attachment to an email.

The only acceptable domains for our communications are @greentalist.org or @raleighcostarica.org

# 25.2 **OFFICIAL BANK ACCOUNTS**

Our main operating bank accounts have been unchanged for many years, and there are no plans to change them in the future; accordingly, you should view any communication suggesting our bank details have changed with suspicion.

Receive any communication purporting to come from Greentalist which either indicates that Greentalist's bank details have changed, or which gives you any reason to doubt its provenance.

You should immediately contact Greentalist by the contact form on the website (not email) and not act on the communication unless and until you are satisfied it is genuine.

## 25.3 MALWARE/HACKING

If your computer is hacked or infected by malware, your communications with us may be taken over by fraudsters. There may also be an increased risk of onward infection. You must ensure that up-to-date anti-malware / anti-virus software is installed on your computer and any mobile device through which you communicate with us and let us know if you have been hacked or had malware installed.

## 26. YOUR AGREEMENT AND FALSE STATEMENTS AND MATERIAL OMISSIONS

# 26.1 **ONLINE APPLICATION**





By submitting your application for a place on Global Greentalist Programme, you agree to this Agreement and all other documents referred to within and provided to you (including the Code of Conduct, Privacy Policy, Complaints Policy, and the Safeguarding Policy).

You also agree to provide all such information and complete all such documents and forms that Greentalist deems necessary for your Global Greentalist Programme (including health and well-being declarations, passport information, personal details, emergency contact details and the applicability criteria) accurately and thoroughly.

Any deliberate and materially false statement or material omission in any of the written information that you provide to Greentalist will entitle Greentalist to cancel your application or end your participation in Global Greentalist.

Should this deliberate and materially false statement or omission have a significant adverse impact on Greentalist or the Global Greentalist Programme (including where the well-being or safety of any person (including yourself) is put at risk), you may not be entitled to any return of fundraising.

### 27. NO RIGHTS FOR THIRD PARTIES:

Nobody else has any rights under this Agreement. This Agreement is between you and Greentalist. No other person shall have any rights to enforce any of the terms of this Agreement.

#### 28. TRANSFER

#### 28.1 **OUR TRANSFER RIGHTS**

We may transfer our rights and obligations under this Agreement to another organization. We will always tell you in writing if this happens, and we will ensure that the transfer will not materially affect your rights under this Agreement.

### 28.2 YOUR TRANSFER RIGHTS

You may only transfer your rights or your obligations under this Agreement to another person if we agree to this in writing. We may not agree for any reason, including if we consider that the other person does not meet the requirements set out under this Agreement, if it would result in Greentalist incurring additional cost(s) (which the other person is not willing to bear) or if such a transfer request is made less than ninety (90) days before the Global Greentalist Programme departure date.

### 29. SEVERANCE

Each of the paragraphs, sentences and phrases of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful or illegal, the remaining paragraphs, sentences and phrases will remain in full force and effect.

## 30. NO WAIVER

If Greentalist does not immediately enforce any provision of this Agreement, such delay shall not constitute a waiver of rights. Greentalist reserves the right to enforce compliance at any time.

If we delay in taking steps against you for breaching this Agreement, that will not mean that you do not have to do those things, and it will not prevent us from taking steps against you later.





San Jose, Costa Rica June 2025.

\*\*\* Last Line \*\*\*