



## **Maldives Whale Shark Research Programme (MWSRP) Terms & Conditions (T&C's)**

### **1) Participation Requirements**

By joining Maldives Whale Shark Research Programme (MWSRP) as an Assistant Research Volunteer on a two week research period, you will be joining other selected persons in representing a small team of dedicated researchers and community charity workers. You are expected to be an asset and an ambassador of the MWSRP.

Your acceptance on a research period is reliant on you;

- being accepted on to the programme after review of a completed application form
- agreeing to the Terms and Conditions laid out below
- signing of the Volunteer Behavioural Policy / Safety & Security Advisory / Volunteer Indemnity
- providing full payment of contribution
- obtaining and providing MWSRP with proof of, full personal travel insurance covering flight cancellation or other travel costs and medical insurance, covering repatriation and adequate in country medical coverage
- ensuring your passport fits the [requirements](#) for entering the Maldives
- holding a standard 30 day tourist visa-on-arrival (available to all nationalities, for free on arrival and after passing through immigration at an international port of entry)

### **2) Payment Schedule**

Payment of the donation total for participation as an Assistant Research Volunteer is in two parts; a) a) 10% non-refundable deposit of total cost including taxes and domestic transfers b) remaining balance.

A 10% deposit of the total cost is required for confirmation of a position in a research period. No position will be held until the deposit is paid and MWSRP reserves the right to reassign a position to another applicant in the event of a delayed payment of a deposit. A successful application form is not, in itself, confirmation of a position in a research period until the 10% is paid.

The deposit is strictly non-refundable.

Any travel arrangements related to attending an Assistant Research Volunteer position with MWSRP should not be made until confirmation of receipt of the 10% deposit and thus a confirmed position has been made. You release MWSRP of any liability for costs associated with premature

arrangements.

Remaining balance must be paid within **50 days** of the start date (Maldives Time [MHT]) of the research period commencement.

In the event that an application for an Assistant Research Volunteer position is submitted less than 50 days before the start date of a research period, full payment (not 10% deposit) is required upon successful acceptance of the application and receipt of invoice in order to confirm the position.

The MWSRP reserves the right to cancel a position confirmed on a research period. In this instance, any donations paid will be refunded **or** another research period may be selected. You release MWSRP from any further liability from in regard to a cancellation where the aforementioned choices are offered.

### 3) Cancellation Policy

**NB:** this cancellation policy is only applicable to prospective volunteers who book directly with MWSRP. Volunteers booking with an external agent will be held to the agreements of that agent.

A request to cancel a confirmed position on a research period is effective from the date (in Maldives Time [MHT]) the MWSRP receives notification from the potential volunteer.

Volunteers wishing to cancel confirmed positions in a research period are subject to cancellation fees as follows:

- **The 10% deposit paid for confirmation of a position in a research period is non-refundable.**
- **If cancellation takes place more than 50 days before start date, only the deposit will be forfeited.**
- **If cancellation takes place between 50 and 15 days before start date, 50% of the total cost for a position on a research period will be forfeited**
- **If cancellation takes place between 14 and 1 day(s) before start date, 100% of the total cost for a position on a research period will be forfeited**
- **100% of the total cost for a position on a research period will be forfeited if cancellation occurs less than 1 day from the start date of the project (Maldives Time [MHT]), in the event of a no show and if volunteers depart early from the research period.**
- **The MWSRP is *not responsible* for costs incurred by a potential volunteer due to unforeseen circumstances which may cause involuntary cancellation or absence from a research period. All paid monies are forfeited at 100%. These include;**
  - Last minute illnesses
  - International flight cancellations
  - Visa issues or any immigration / entry denial situations\*

***\*This includes any international flights paid by the volunteer or costs associated with deportation or legal challenges resulting***

- **In the event of MWSRP cancelling a position on a research period due to events outside of reasonable control, a proportionate per day refund for the remaining duration of any paid donation will be offered. MWSRP will not pay for or refund any costs associated with**

**changes to travel plans resulting from this cancellation.**

- **The MWSRP is not responsible for costs incurred to a potential volunteer due to events outside of reasonable control, an Act of God or force majeure. 100% of paid monies are forfeited. Examples include, but not limited to;**
  - Acts of state or governmental action or war
  - Fire, flood or extreme weather event, including tsunami
  - Strike action delayed flights
- **MWSRP reserves the right to enforce a cancellation upon a volunteer already participating in a research period due to bringing the MWSRP into disrepute, disruptive behaviour or violations of these T&C's, Behavioural Policy or Safety & Security Advisory. 100% of paid monies will be forfeited in this event and you agree to absolve MWSRP of any legal recourse.** Examples include, but are not limited to;
  - Visiting neighbouring resorts without permission from both MWSRP and the resort
  - Any physical or verbal abuse toward fellow volunteers, MWSRP team members or community / tourism stakeholders
  - Violations of local law, the MWSRP Behavioural Policy or acts of cultural insensitivity
  - Bringing alcohol onto a local island, consuming alcohol on a local island, exhibiting drunken behaviour on a local island
  - Any activity which endangers the volunteer, other volunteers or members of the MWSRP team or local community

#### **4) General Terms**

Your acceptance for a position on a research period is reliant on the successful review of your application. You agree that all information you provide to MWSRP for the purposes of this review and for any further interactions with the charity will be true and accurate. You agree and accept that any information provided falsely or untruthfully may result in your denial for a position or removal from a research period. MWSRP will not be held responsible for any costs or liabilities associated with this action.

The MWSRP operates in a remote tropical region, where access to medical assistance may be limited due to events outside of MWSRP control, such as weather conditions. Daily operations take place at sea or in a nearshore environment. Your participation in a research period is by agreement that you understand and accept the potential risks to life and property of joining the MWSRP in our operations. You agree not to hold MWSRP, MWSRP representatives and staff members liable to any

injury, disease, death or to any damage or loss of property caused by accidents, animals, negligence of others and other causes known or unknown. You agree to sign a waiver of liability. You expressly assume risk and agree not to sue or pursue legal action toward MWSRP, MWSRP representatives and staff members on account of any losses, claims, costs, liabilities or damages when joining MWSRP in an Assistant Research Volunteer position. Further details on potential hazards are outlined in the Safety & Security Advisory.

Unless expressly agreed beforehand in writing, you will be participating in a research period **as a tourist**. You **are not an employee, or conducting any work (voluntary or paid) with MWSRP**. You accept that 'Volunteering' with MWSRP is the voluntary donation of your holiday time during a period as a tourist in the Maldives. Your participation in a research period is reliant on you accepting and agreeing that obtaining a tourist visa on entry for the Maldives is **your personal responsibility**. You agree to release MWSRP, MWSRP representatives and staff members of any responsibility for obtaining visas and other travel documentation required. You agree to release MWSRP of any responsibility in the event a visa is not issued and for any costs or legal liabilities incurred through deportation due to visa issues.

The MWSRP will in no event refund or reimburse international or domestic travel costs associated with visa denial situations. You agree not to sue or pursue legal action toward MWSRP or MWSRP representatives and staff members for any travel costs, mental stresses, medical bills, inconveniences or other costs or physical / mental impacts associated with a visa denial and / or deportation event.

It is recommended that all travel arrangements are made with flexible or changeable options and subject to a cancellation clause or cancellation insurance or similar. MWSRP, MWSRP representatives and staff members are not responsible for any costs or legal liabilities incurred from any travel arrangements

Prior to your arrival for a research period, the MWSRP would have provided you with information on daily activities, cultural sensitivities, suggested equipment, travel schedule and transfer guidance. All of this information is provided in good faith. It is not a substitute for common sense and cannot account for changes or unforeseen events. You agree not to hold MWSRP, MWSRP representatives and staff members accountable for any injuries, damages, costs or inconveniences which may arise from following the information provided.

Any changes to travel plans made after previous confirmation of plans with MWSRP are your responsibility and are at your own expense. MWSRP bears no responsibility for any inconvenience or costs associated with changes to your travel plans. You accept you will not receive any refunds for any aspect of a previously agreed travel plan made and agreed with MWSRP. The MWSRP or its staff are not responsible for facilitating inbound or onward travel or providing advice regarding inbound onward travel beyond those arrangements pertaining to domestic transfer from Male to Dhigurah at the beginning of the research period and from Dhigurah to Male at the end of the research period. The MWSRP does not recognise or take responsibility for any guidance or support that a participant receives relating to travel outside of the research period.

MWSRP team members are scientists or field researchers and are not necessarily professionally qualified guides with professional guiding insurance. Your participation in a research period is reliant on understanding and accepting this. You agree not to hold MWSRP, MWSRP representatives or staff members liable for any injury or death, damage or loss of equipment resulting from your participation in a research period whilst being fully aware that MWSRP team members are not necessarily professionally qualified guides with professional guiding insurance. You agree that by continuing your participation you have read these T&C's and are fully aware of this fact. You also agree to sign an additional waiver of liability further acknowledging MWSRP team members are not necessarily professionally qualified guides with professional guiding insurance.

Complaints against MWSRP must be submitted in writing less than 4 weeks after the end of your research period or are considered void.

If you do not have, and / or do not provide adequate travel and medical insurance before your commencement in a position in a research period, you may be denied that position and will not receive a refund of any monies paid. Further, you accept and agree that you will not pursue legal action against MWSRP, MWSRP representatives and staff members for any costs or personal impact caused by this action.

## **5) Legal Venues and Law**

Any and all disputes between you MWSRP shall be decided according to British

law. Lawsuits against MWSRP may exclusively be filed in Wales, United Kingdom.