

Terms and Conditions

§1 Interpretation / Subject of the contract

The following conditions are valid between Cape Life Tourism CC (referred to hereafter as ‘Cape Life’, ‘We’, ‘us’ and ‘our’) and the individual applying for a placement through Cape Life (referred to hereafter as ‘You’, ‘applicant’ and ‘your’).

Other meanings:

‘Placement’ means the voluntary work or internship at the organization where you will be volunteering and in which you are placed.

‘Organization’ means the specific company or establishment where you do your volunteer work or internship and includes all people within the control of the organization.

Cape Life, situated in Cape Town, has a right of discretion and may accept an offer to procure a placement for an applicant; the ensuing contract is binding on the applicant upon registration. The content of the contract are related to the services offered by Cape Life which can be viewed at www.thecapelifelife.co.za

By transacting with us via our website www.thecapelifelife.co.za you agree to be bound by these conditions.

§ 2 Content of the programme

Upon successful registration, the applicant is entitled to make use of the extensive services provided by Cape Life, which can be viewed online. Cape Life reserves the right to change or amend the contents of the service package at short-notice.

§ 3 Additional procured services

Contracts, entered into by you, which are facilitated by ‘Cape Life’ are exclusively between the applicant and the company suggested by Cape Life. There exists no liability between Cape Life and the applicant concerning the services of the procured company.

§ 4 Contract of internship

The relationship between the applicant and the procured company is regulated by a separate contract (internship agreement).

www.thecapelifelife.co.za

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§ 5 Placement

After the receipt of your completed registration application, the procedure of procurement is started by Cape Life and will continue for a period for no longer than 12 weeks. The procurement of an internship is guaranteed by your acceptance of the offer (information to the applicant). If you refuse the first offer of internship, the procedure of procurement may be restarted after consultation about the reasons for the refusal.

If the application is received by Cape Life less than 12 weeks before the internship starts, Cape Life will try to finish the procedure of procurement within time period. There is however no express guarantee.

§ 6 Due date, payment and rescission - internship

Once you have accepted an internship offered by Cape Life you will receive our internship agreement. On signed receipt of our internship agreement by the applicant and host company, the placement fee, being 400 Euro will be payable.

On receipt of your payment in the predetermined Cape Life account, your internship agreement between yourself and host company will be validated.

Should you unilaterally decide to recede from the internship agreement 20 days or more before the start date of internship, you forfeit an administrative fee of € 200. The balance of € 200 will be refunded.

Should you unilaterally decide to recede from the agreement within 20 days of the start date of internship, you forfeit the full amount of € 400.

If Cape Life is in default with the service provision you can withdraw from the contract. If you are unable to assume the internship after successful placement without fault of your own, Cape Life reserve the right to waive a part of the placement fee at our discretion.

§ 7 Change of internshipsplace

Cape Life is serving an exact procurement. In the event that the internship is not up to the standard that is agreed by internship contract, Cape Life is not bound by a contract to bring the parties (you and the host company) to precipitate an agreement, but we are willing to arbitrate between the parties. Generally it is not possible to change the place of internship. In the case that the parties do not come to a conclusion and the internship cannot be maintained, Cape Life will assist in a change of placement at its discretion.

§ 8 Disclaimer of warranty – service package

Cape Life incurs liability only in the event of gross intention or negligence. Cape Life is excluded in every liability for events which are not in our field of responsibility. They include especially the issue of a Visa, approval of career advancement and the extent of insurance benefit.

To ensure a correct Visa application it is necessary that all documents required are on hand to Cape Life not later than 8 weeks before the accession of the internship. If an adequate insurance coverage cannot exist due to fault of the applicant, Cape Life is no liable for any claims. Cape Life disclaims all liability for damages, which are caused by a third person/party especially by traffic and generally life risks.

§ 9 Place of jurisdiction and applicable law

The business relations shall be exclusively subject to the laws of the Republic of South Africa. The place of jurisdiction shall therefore be within the Republic of South Africa.

§ 10 Sever ability clause

In the event that any term or condition hereof should be or become invalid, this shall not affect the validity of the remaining terms or condition.