

SKILLS VENTURE | BOOKING TERMS AND CONDITIONS

DEFINITIONS

- "The client" means a person or persons purchasing services from Skills Venture.
- "Skills Venture" means Skills Venture Limited, whose registered offices are 2 Braddyll Street, London SE10 9AE, UK (company no. 06304882).
- "The assignment" means the experience provided to the client by Skills Venture in return for an agreed fee, as laid out in the brochure and in the terms and conditions set out below.
- "Force Majeure" means unusual and unforeseeable circumstances beyond the control of Skills Venture, the consequences of which could not be avoided. For example: war, riots, civil strife, government military or terrorist activity, industrial disputes, natural or man-made disasters, fire, adverse weather conditions, levels of water in rivers or similar events beyond the control of Skills Venture.

BOOKING PROCESS

1. Skills Venture will charge a fee for the service of matching the skills of their clients with the needs of Kenyan entrepreneurs (via partner organizations in Kenya), and for providing other services detailed below. The amount of this fee will vary according to the length of the assignment in Kenya. The fee includes the provision of induction materials pre-departure and any support related to these materials, an orientation session on arrival in Kenya, and access to support and advice from our Kenyan facilitators. Clients may choose to pay an additional fee to include transfers to and from international airports (subject to the limitations set out below) and domestic travel within Kenya. The fee does not include flights, insurance, visa, medical inoculations or medication. Skills Venture will also charge clients for accommodation (including food) and will pass this amount directly onto the provider of these services in Kenya.
2. Clients will commence their application by completing the application form and submitting it to Skills Venture. Applications should normally be made at least six weeks in advance of the client's intended departure date, to allow Skills Venture sufficient time to identify and set up the most appropriate mentoring matches. Should the application form be either unsatisfactorily completed (at the discretion of Skills Venture) or indicate that the client is (in Skills Venture's sole opinion) unsuitable for participation in an assignment, Skills Venture reserves the right to reject the client's application form. On its receipt and acceptance of the application form, Skills Venture will invite the client to an interview or will conduct a phone interview.
3. Skills Venture will assess the client's suitability for participation at a face-to-face or phone interview. Skills Venture's judgment as to the suitability of a client for participation in an assignment shall be binding and final. Skills Venture will inform the client whether Skills Venture views the client as suitable for participation in an assignment within 10 working days of the interview, and will issue the client with a letter or email confirming the client's status as a confirmed client, or otherwise.
4. The above mentioned letter or email will also contain provisional details of the assignment itinerary, the amount of the fee and Skills Venture's required schedule for payment, and will include the assignment guidelines and an invoice for the deposit fee. On Skills Venture's receipt of the deposit fee (in cleared funds) from the relevant client, Skills Venture will provide the client with a letter or email acknowledging its receipt of the deposit fee and of the client's offer to participate in an assignment, as well as a briefing pack and a book on Kenyan culture.
5. When reviewing the entrepreneurs to which they have been matched by Skills Venture facilitators, clients should take responsibility for determining the right matches to suit their personal preferences, and should consider carefully the information provided by Skills Venture. The client must pay the full service fee to Skills Venture no later than one month prior to departure.
6. Skills Venture will arrange accommodation and food based on one of the three options available to clients. Additional fees for accommodation and food must be paid in full a minimum of 5 days prior to departure, regardless of assignment length. Skills Venture can assist with the booking of insurance and inoculations (not

included in the main fee). Clients are responsible for booking their own flights and arranging their visas for entry into Kenya. More information on these areas is set out below.

TRAVEL DOCUMENTS

7. It is the client's responsibility to comply with such passport requirements as are necessary for the Volunteer's travel to and stay in Kenya, and Skills Venture will not be responsible for any client's failure to comply with such requirements.
8. The client will be liable to reimburse Skills Venture within 14 days of their return to their country of origin for any expenses incurred by Skills Venture in repatriating a client or assisting a client where the client has failed to obtain the necessary passport documentation required for his or her travel to and stay in Kenya for the duration of the assignment.
9. The client is responsible for arranging a visa for the duration of the assignment. Clients who are staying in Kenya after their assignment beyond the validity of their initial visa will need to make their own arrangements for extending it; Skills Venture will not be responsible for any problems caused by failure to do this as necessary. Visas can be obtained either in advance of travel from the nearest Kenyan diplomatic mission or on arrival at Nairobi airport for around \$50.

AIR TRAVEL

10. The client must arrange their own air travel but must confirm their air travel arrangements with Skills Venture prior to booking the same. The client must provide Skills Venture with proof of purchase and itinerary in respect of suitable air travel to Kenya at least 30 days prior to their departure date.
11. On arrival, provided the client is proceeding direct to a Skills Venture assignment, Skills Venture will provide transport to enable the client to travel to their assignment

ARRIVAL AND STAY IN KENYA

12. For clients joining Skills Venture direct from their arrival at Nairobi airport, they will be met by a representative from Skills Venture, and taken to their accommodation. Clients arriving from a different leg of their vacation (e.g. a safari in Kenya) or a different airport (e.g. Mombasa) will be picked up from Nairobi town centre. Arrangements in these cases to get to Nairobi are the sole responsibility of the client.
13. A short orientation course will be held for new arrivals within 48 hours of their arrival in Kenya, as outlined above.

ACCOMMODATION AND FOOD

14. Accommodation in all hotels or lodges is in standard rooms. Generally guest rooms will be available between approximately noon and 3 pm, and are to be vacated between 10am and noon, irrespective of arrival or departure times, unless stated otherwise. If clients require their room to be ready prior to noon on the day of arrival or available after 10am for an afternoon or evening departure, it is possible to reserve the room at the time of booking at a cost no greater than the extra night price quoted on the brochure page.
15. Meals will be provided by the service provider chosen from one of the three accommodation options by the client. There will be three meals provided per day, including soft drinks, for clients who have chosen full board. Water will be available at all times. Alcohol will be available at additional cost (clients who have paid for full board including alcohol will receive up to five alcoholic drinks per evening; any further alcoholic drinks consumed within a 24 hour period will be charged for). Skills Venture accepts no liability for any health problems caused by eating food that has not been properly cooked or in some other way leads to ill health.
16. When you select your accommodation options and pay your deposit, we book your accommodation on your behalf with the appropriate third party provider(s). As we are then subject to their own booking and cancellation policies, we regret that no refunds will be available for accommodation that is booked by us on your behalf. If

you wish to change your accommodation at any point during your trip, you will be responsible for meeting the costs of your new accommodation, regardless of monies already paid to us to book your original stay.

HEALTH

17. Skills Venture will provide clients with a list of vaccinations that they will need (or have boosted) before departure, as well as advice on malaria prophylaxis. Clients must take all inoculations or medication within the requisite period before departure and during the assignment (as appropriate), and should take advice from their GP or doctor as to additional inoculations or medication which the GP or doctor advises are necessary for clients individually. Clients should also take independent advice from their GP or doctor about the risk of malaria in Kenya, and the need or otherwise for malarial prophylaxis and other preventive measures. Skills Venture accepts no liability for clients who contract malaria or other diseases, regardless of the precautions and/or preventive measures that they have taken.
18. Skills Venture assignments are not suitable for clients who have any disability or have reduced mobility (including being confined to a wheelchair). Therefore, in the interest of safety and comfort for all groups as a whole, clients must be fit enough to participate or alternatively must have an able bodied carer to assist them on their assignment. Skills Venture assignments will require clients to be in good physical and mental health. By booking, clients confirm that they are in good health with no medical history that would make it dangerous to participate in an assignment.
19. If, in the opinion of Skills Venture staff or our appointed local doctor, the client's health deteriorates from time to time during the course of the assignment, or is adversely affected by activities which form part of the assignment, Skills Venture reserves the right to terminate the client's assignment and repatriate the client to his or her country of origin, if in the reasonable opinion of company the client's health and safety (or the health and safety of others) is sufficiently endangered by their continuing presence on the assignment. In this case, the client shall not be entitled to be compensated in respect of the unexpired portion of the assignment, but shall be entitled to make a claim under any operative travel insurance policy the client may have in place.
20. All clients should be aware that general standards of health, safety and hygiene in Kenya will not be comparable to UK standards, and of the risk of injury, fatigue and disease inherent in an assignment of this kind.

INSURANCE

21. Skills Venture cannot accept responsibility for the cancellation or curtailment of assignments, or any other consequence of Force Majeure events, and accordingly excludes its liability (both direct and indirect) for any losses or damages suffered by the client in these circumstances. Accordingly, Skills Venture recommends that clients take out comprehensive insurance policies covering all risks connected with Force Majeure events.
22. Personal accident, medical expenses, repatriation, cancellation and curtailment, and all other forms of travel insurance are the responsibility of the client. The client must provide Skills Venture with proof of valid personal travel insurance cover in respect of their assignment no less than 30 days prior to the client's departure date, covering the client in respect of at least the risks specified and at the level set out below, and to the satisfaction of Skills Venture (whose judgement as to the adequacy of the client's insurance policy shall be binding and final). The client's failure to provide such proof of insurance shall entitle to Skills Venture to view the client as having cancelled his assignment. Skills Venture encourages clients to arrange their travel insurance with Campbell Irvine Limited, Skills Venture's recommended insurance brokers, who provide appropriate policies covering the risks specified below as well as Force Majeure event risk.
23. The client's insurance policy shall cover the client in respect of the client's personal accident and medical expenses to a minimum level of £2million and shall cover the client's costs in circumstances of medical air rescue up to a minimum level of £2 million.

LIABILITY

24. The assignment will be supervised, and all reasonable precautions will be taken to ensure that clients are safe. Skills Venture will only accept responsibility for personal injury where it is caused by its negligence or the

negligence of its suppliers, and will not accept responsibility for any loss or damage to property. Skills Venture accepts responsibility for acts and/or omissions by its employees acting within the scope of or in the course of their contracts of employment. Skills Venture does not accept responsibility in respect of death, bodily injury, or illness of a client on an assignment except where caused by the negligent acts and/or omissions of Skills Venture's employees while acting within the scope of or in the course of their employment. Where loss arises from the non-performance or improper performance of Skills Venture, the liability of Skills Venture is limited to the price of the assignment. The client is required to sign an indemnity form that is to be returned to Skills Venture.

25. The client acknowledges that assignments are located in countries which are from time to time the subject of instability and upheaval. The client is expected to keep apprised of the general situation in Kenya and to assess the risks of going to Kenya; reporting any concerns he or she has to Skills Venture and/or the Foreign Office. The client understands and accepts that that the Assignment will involve elements of risk and that there are potential hazards involved, including (but without limitation) the possibility of injury, disease, discomfort, criminal activity, kidnapping, delay and loss of or damage to property. The client further acknowledges that Skills Venture has advised the client to take out appropriate insurance cover in respect of such risks.
26. Accordingly, the client agrees and accepts that the client's completion of their assignment is entirely at their own risk; and that to the extent permissible under law, Skills Venture shall not be liable for the client's death, personal injury, illness, delay, nor damage to the client's property, nor any other foreseeable risk except where caused by the negligent acts or omissions of Skills Venture or its employees acting within the scope of or in the course of their employment. In particular, Skills Venture accepts no liability whatsoever for any injuries, accidents or other mishaps that may befall a client while undertaking activities that are not specifically organised by Skills Venture, including (but not limited to) evening or daytime leisure activities, weekend trips within Kenya, and longer excursions around Kenya before or after joining a Skills Venture assignment.
27. Skills Venture shall not be liable for any damage or loss caused to the client or his property, which is attributable in any way to the client's failure to follow the advice and instructions given by Skills Venture's employees, contractors or agents, to the client's failure to follow the assignment guidelines, to third party action unconnected with Skills Venture's performance of its obligations hereunder; or to Force Majeure events. Skills Venture shall not be liable for the client's consequential or economic loss in any circumstances, howsoever caused.
28. Except in cases of the client's personal injury or death when caused by Skills Venture's negligence, Skills Venture's liability in any event, and howsoever incurred, shall be limited to the full price paid by the client for the assignment.

OBLIGATIONS OF CLIENTS

29. The client has carefully read and understood the assignment guidelines and understands Skills Venture's values and what is expected of clients. Accordingly the client agrees to and shall:
- a) co-operate fully with and explicitly follow without delay all reasonable instructions given from time to time by Skills Venture, its directors, employees, contractors or agents or associates;
 - b) act in a reasonable and responsible manner towards him or herself and or to those who come into contact with him or her during the course of the Assignment;
 - c) wholly commit to and work hard towards the successful completion of the project(s) throughout the course of the client's assignment;
 - d) obey local laws and regulations operative in and observe and respect local customs applicable in Kenya;
 - e) act in a peaceful and respectful manner to all persons, animals, plants and the environment;
 - f) act in a professional and businesslike manner when dealing with clients, including in terms of dress code;
 - g) fully reimburse Skills Venture for any damage to its or its agents' or associates' equipment caused by the client's misuse of the same;
 - h) adhere to Skills Venture's values, the relevant assignment guidelines and to carefully adhere to any further advice, briefings and guidelines issued by Skills Venture, its employees, contractors, agents or associates.
30. If the client materially fails to adhere to any of the above obligations during the duration of the client's assignment, Skills Venture shall be entitled to:

- a) provide the client with a written warning in respect of his behaviour in breach of this clause, advising the client that the client has failed to comply with obligations as set out therein, and that if he or she does not alter his or her behaviour appropriately, Skills Venture reserves the right to terminate the client's assignment immediately and without refund and repatriate the client; and/or
- b) terminate the client's assignment immediately and without refund; and repatriate the client.

31. In addition, Skills Venture reserves the right to terminate a client's continued presence on an assignment without refund of any part of the cost of the assignment if Skills Venture in its absolute discretion considers that the client has failed to act in a reasonable and responsible manner towards himself/herself and/or to those whom may come into contact with the client on the assignment. In particular, but without limiting the generality of the foregoing, this shall include the taking of drugs (other than as prescribed by a general medical practitioner) and the excessive consumption of alcohol.

32. The client shall indemnify Skills Venture for any costs, expenses, fines or financial penalties incurred or paid by Skills Venture as a result of the client's breach of his or her obligations as set out in the above clauses.

PAYMENT

33. The client is required to make the following payments at the following times:

- a) The deposit fee, within 10 days of receiving an invoice for the same.
- b) The balance of fee, no later than one month prior to the departure date.

34. In the event that Skills Venture does not receive any of either the deposit fee or the final payment in full when due, or the client does not provide Skills Venture with proof of purchase in respect of air travel, the client will be deemed to have cancelled the assignment.

PRICE GUARANTEE

35. The prices in the latest brochure and on the website, which Skills Venture reserves the right to increase or decrease at any time prior to confirming a place, are based on February 2009 exchange rates. Skills Venture guarantees not to raise prices or to surcharge a client after acceptance unless through exceptional circumstances such as inflationary pressure, exchange rates, transportation increases, additional taxes or government levy. Notwithstanding, Skills Venture will keep any subsequent surcharge to a maximum of 10% of the price of the assignment and no surcharge will be made less than thirty days before departure. Skills Venture agrees to absorb the first 2% of any price increase.

ALTERATIONS OR CANCELLATIONS BY THE CLIENT

36. Requests by clients for alterations to the details of their assignment will only be considered by Skills Venture more than 60 days prior to departure but cannot be guaranteed. Alterations to assignments will not be made or considered less than 60 days before the date of departure. Requests for alterations to assignments may be made by telephone, but must be confirmed in writing.

37. All requests for cancellation of assignments must be made to Skills Venture in writing. The sum of the refund receivable by the client on their cancellation of their assignment shall be calculated as follows.

- a) More than 60 days notice given prior to departure date: 100% of the fee (minus deposit fee, if paid)
- b) 31 to 59 days notice given prior to departure date: 50% of the fee (minus deposit fee, if paid)
- c) Less than 30 days notice given prior to departure date: no refund

ALTERATIONS OR CANCELLATIONS BY SKILLS VENTURE

38. Skills Venture reserves the right to make minor changes to a Skills Venture assignment, but if Skills Venture cancels or makes significant changes to a Skills Venture assignment for any reasons after Skills Venture has confirmed a place Skills Venture will offer the client the choice of:

- a) A different assignment
- b) A full refund of money paid less the deposit fee

39. Cancellation during the course of a Skills Venture assignment: Skills Venture reserves the right to cancel an assignment after it has started due to serious and unforeseeable circumstances such as "Force Majeure". In such a case the amount of any refund will be considered depending on the circumstances of the cancellation. Skills Venture's liability in the event of cancellation at any time for any reason will be limited to offering the client the choices detailed above and will not extend to the payment of sums in respect of consequential losses, costs, expenses or otherwise of the client as a result of a cancellation by Skills Venture or by the client as a result of an alteration to a Skills Venture assignment by Skills Venture.
40. The client understands and accepts that due to the nature of the projects, the advertised details of the assignments offered by Skills Venture are subject to alteration, and are to be viewed as indicative only. Accordingly, and for the avoidance of doubt, Skills Venture, on giving due notice to the client, shall be entitled to make such reasonable alterations to the advertised details of assignments as it deems necessary, including delaying mentoring sessions by up to 2 working days, and while Skills Venture will use all reasonable endeavours to assist the client in these circumstances, such alterations by Skills Venture shall not entitle the client to cancel their participation in the scheme, or a refund of all or any part of the assignment cost.
41. Occasionally, due to the application of a Force Majeure event or events, Skills Venture may be forced to either cancel the client's assignment prior to the departure date, or postpone it for more than 14 days. Should Skills Venture decide to cancel or postpone the client's assignment as set out in this clause, Skills Venture's decision shall be binding and final. If Skills Venture is forced to cancel or postpone the client's assignment for this reason, Skills Venture shall without delay inform the client of the postponement or cancellation of his or her assignment and shall use its best endeavours to offer the client the option of participating in an assignment as and when such participation becomes available or at a mutually convenient time (the "Deferred Assignment").
42. If Skills Venture is forced to cancel or postpone the client's assignment less than 30 days prior to the departure date, Skills Venture shall not be required to offer the client participation in assignments otherwise than on a deferred basis. Skills Venture shall not be responsible for any additional costs incurred by the client as a result. If the client refuses to participate in a Deferred Assignment and ends his or her participation in the scheme, he or she shall not be entitled to a refund of any of the assignment cost.
43. If Skills Venture cancels or postpones the client's assignment and cannot for whatever reason offer the client participation in a Deferred Assignment, Skills Venture shall refund to the client the sum of the assignment cost thus far paid by the client to Skills Venture less Skills Venture's reasonable administrative costs incurred thus far, the value of any benefits or services the client has thus far received from Skills Venture; and any sums already paid by Skills Venture to Skills Venture's suppliers and other applicable service providers in respect of the client's cancelled Assignment.
44. Skills Venture's liability to the client in respect of its cancellation of the client's assignment shall in any event be limited to the provision of a Deferred Assignment, or the sum of the refund available to the client.
45. Where Skills Venture is forced to cancel the client's assignment after the departure date due to the application of a Force Majeure event or Force Majeure events, Skills Venture will use all reasonable endeavours to assist the client in returning to his country of origin. While Skills Venture will do all it can to assist the client in circumstances of it having to cancel a client's assignment after the departure date due to circumstances beyond its control, Skills Venture will not be liable for any costs incurred by the client in returning to his country of origin or travelling to or participating in the alternative assignment in these circumstances. If for whatever reason Skills Venture does not offer the client participation in a Deferred Assignment or the client elects not to participate in the Deferred Assignment, the client shall not be entitled to a refund of any of the assignment cost in respect of the unexpired portion of his or her assignment, but shall be entitled to make a claim under any operative travel insurance policy the client may have in place.
46. The client's participation in any Deferred Assignment in any circumstances shall remain subject to these booking conditions and shall be subject to the assignment guidelines.

COMPLAINTS

47. If during the assignment the client is unsatisfied with any aspect of the assignment, the client should in the first instance address the matter to the local Skills Venture representative. Skills Venture shall then investigate the client's complaint (the "Complaint") and shall then take such remedial action as they shall deem appropriate to address the client's dissatisfaction. If the client fails to bring the Complaint to Skills Venture's attention without unreasonable delay, the client shall not be entitled to issue a claim in respect of the Complaint and Skills Venture shall have no liability to the client in respect of the Complaint.
48. If Skills Venture is not able to resolve the Complaint to the client's satisfaction, the client shall be entitled to terminate his or her assignment. Skills Venture may at its discretion and providing it is appropriate in Skills Venture's reasonable judgement to do so, offer the client the opportunity to participate in an alternative assignment, providing participation is available in an alternative assignment which is for a duration equivalent or similar to the remaining unexpired portion of the client's assignment, is located in Kenya, and commences within 14 days of the date on which the client terminates his or her current assignment.
49. Any participation by a client in an alternative assignment offered further to the above clause shall be subject to these booking conditions. If a client agrees to participate in an alternative assignment in this way, Skills Venture shall have no further liability in respect of the Complaint nor any other aspect of the terminated assignment.
50. In the event Skills Venture does not offer the client an alternative assignment as set out above on the client's termination of his or her assignment, or if the client does not accept Skills Venture's offer of an alternative assignment, Skills Venture shall arrange for the client to be repatriated to his or her country of origin. The client will be liable to reimburse Skills Venture within 14 days of the client's return to the client's country of origin for any expenses incurred by Skills Venture in repatriating the client.
51. If, in any event, the client on his or her return to his or her country of origin remains unsatisfied with the resolution of the client's Complaint, then the client must notify Skills Venture of his continued dissatisfaction in respect of the Complaint within 28 days of the termination of their Assignment, giving full details of the Complaint. If Skills Venture and the client cannot then settle the dispute to the satisfaction of the client, the client must refer the Complaint to a recognised arbitration authority within 90 days of the termination of the client's assignment, whose decision is binding and final.

LAW AND JURISDICTION

52. These booking conditions, the consent form and the assignment guidelines and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and the courts of England have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these booking conditions, the consent form and the assignment guidelines.

NOTICE

53. All notice given to Skills Venture shall be in writing. Notice shall be deemed to have been given:
- a) when delivered, if delivered by courier or other messenger during the normal business hours of Skills Venture; or
 - b) when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or
 - c) on the third business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - d) on the tenth business day following mailing, if mailed by airmail, postage prepaid providing in each case such notice has been properly addressed to Skills Venture's address or e-mail address as set out in the brochure.

SEVERANCE

54. If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected.

VARIATION

55. Skills Venture shall have the right to revise and amend the booking conditions from time to time, but must give notice to the client. The booking conditions which shall be operative in respect of the client's assignment shall be those operative on the client's departure date.

ENTIRE AGREEMENT

56. Together with the consent form and the assignment, these booking conditions constitute the entire agreement and understanding of Skills Venture and the client in respect of their subject matter and supersede and extinguish any previous agreement, understanding, undertaking, representation, warranty and agreement relating to their subject matter. The client acknowledges that he or she has not relied upon any statement, promise or representation made or given by or on behalf of Skills Venture which is not set out in the assignment guidelines, the consent form or these booking conditions.