



SCOUTS[®]
South Africa

South African contingent to the 25th World Scout Jamboree

Withdrawal and Refund Policy

Version 2021/v3

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SSA Contingent 25WSJ Withdrawal and Refund Policy 2021/v3

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PREAMBLE:

This policy will be used to determine how applicants can withdraw from the South African Contingent to the 25th World Scout Jamboree and the question of the refund of any monies payable to people in connection with the 25th World Scout Jamboree.

1. DEFINITIONS:

In this policy the following word shall have the following meanings:

- 1.1. **"Applicant"** shall refer to any person who has applied to be part of the Contingent.
- 1.2. **"CMT"** shall refer to the Contingent Management Team of the Contingent as appointed by SCOUTS SOUTH AFRICA.
- 1.3. **"Contingent"** shall refer to the South African Contingent to the Jamboree.
- 1.4. **"Costs"** shall refer to any financial outlay made by SCOUTS SOUTH AFRICA in connection with the Jamboree, including but not limited to tour costs, uniform costs, visa costs, travel costs and any associated taxes, costs associated with the conducting of interviews, financing costs, administration fees and banking charges.
- 1.5. **"He"** shall be a gender neutral term which includes "she"
- 1.6. **"His"** shall be a gender neutral term which includes "her".
- 1.7. **"Jamboree"** shall refer to the 25th World Scout Jamboree.
- 1.8. **"Jamboree Fee"** shall refer to the fee levied by SCOUTS SOUTH AFRICA on members of the Contingent to attend the Jamboree.
- 1.9. **"Payments"** shall refer to any monies paid by applicants or on their behalf towards the Jamboree Fee.
- 1.10. **"Responsible Person"** shall refer to the person responsible for the payment of each applicant's Jamboree fee as set out on their Jamboree application form OR as advised to the CMT in writing. In the event that such person has not been set out then:
 - 1.10.1. In respect of adult applicants, the applicant will be the responsible person.
 - 1.10.2. In respect of youth applicants, the legal guardians of the youth applicant who signed the application form will jointly and severally be considered to be the responsible persons.
- 1.11. **"Withdrawer"** shall refer to any Applicant who has subsequently withdrawn their application or, having made one or more initial payments prior to being accepted onto the contingent, have advised that they no longer wish to be part of the Contingent.

2. OVERALL PRINCIPLES:

The following principles apply in interpreting this document and in considering applications for a refund:

- 2.1. SCOUTS SOUTH AFRICA is entitled to recoup all costs expended on an applicant from the responsible person for the applicant in respect of whom such costs were incurred, whether or not such applicant actually goes on the Jamboree or not.
- 2.2. Such costs include future costs which have not been incurred at the time of an applicant withdrawing from the contingent, but which are cannot be avoided due to the timing of the withdrawal. For example, if only the deposit for airline tickets have been paid when an applicant withdraws but the airline booking cannot be altered and the full price for the ticket has to be paid after the withdrawal, SCOUTS SOUTH AFRICA is entitled to recover such costs from the responsible person.
- 2.3. In respect of costs incurred for the entire contingent, such as the costs associated with interviews, SCOUTS SOUTH AFRICA such costs will be allocated *pro rata* in a fair and equitable manner.
- 2.4. Responsible persons of withdrawee should be entitled to a refund of the balance of any payments made less the costs expended on the withdrawee by SCOUTS SOUTH AFRICA.
- 2.5. SCOUTS SOUTH AFRICA should take all reasonable steps to limit the exposure of withdrawees, including advertising any vacant spaces to the general membership of SCOUTS SOUTH AFRICA.
- 2.6. SCOUTS SOUTH AFRICA is entitled to limit its exposure to risk, including limiting exposure to the risk by having to litigate to recover monies owing to it.
- 2.7. If costs can be passed on to someone who replaces a withdrawee, such withdrawee should not have to pay those costs.
- 2.8. Refunds should be made in accordance with this policy, and refunds that are due should be made as quickly as possible after an applicant who has withdrawn has complied with the process set out in this document.
- 2.9. A Minimum of R 1 000 will be retained by SCOUTS South Africa, from the amounts paid by any withdrawee, to cover the administration costs associated with the withdrawal and the finding of a replacement

3. HOW TO WITHDRAW FROM THE CONTINGENT:

- 3.1. Applicants who wish to withdraw from the Contingent should advise the CMT of their desire to do so in writing.
- 3.2. In the event that such desire is expressed verbally or telephonically, the CMT should request that this be confirmed in writing.
- 3.3. Upon receipt of such written notification, such applicant will formally be considered to be a withdrawee.

4. STEPS TO BE TAKEN UPON BY CMT ON WITHDRAWAL:

- 4.1. Upon receipt of a notification for withdrawal the CMT member responsible for Administration will confirm receipt of such notification in writing and will advise the rest of the CMT, and particularly the CMT member for finance of the withdrawal.

- 4.2. The CMT member for finance will as soon as possible (and with reference to this policy) determine the following in respect of the withdrawee:
 - 4.2.1. Whether or not the withdrawee has been formally interviewed to be part of the contingent.
 - 4.2.2. The total payments made in respect of the withdrawee;
 - 4.2.3. The total expenses in respect of the withdrawee made to date of withdrawal, including the withdrawee's *pro rata* share of any costs incurred for the entire contingent.
 - 4.2.4. The total anticipated unavoidable future expenses in respect of the withdrawee.
- 4.3. The CMT member for finance will as soon as possible after determining the amounts set out in 4.2 above complete **Annexure A** to this policy and dispatch it to the responsible person.

5. FACTORS TO CONSIDER IN DETERMINING COSTS:

The following should be considered when determining the costs incurred on behalf of a withdrawee:

5.1. Withdrawals Prior to Interview:

- 5.1.1. Part of the purpose of an interview is to ensure that both the contingent and the applicant are happy with the applicant attending the Jamboree. Normally an applicant will be formally accepted as part of the contingent at the conclusion of the interview.
- 5.1.2. For this reason, applicants are, prior to the interview being concluded, able to withdraw an application to attend the Jamboree without any penalties, other than R1 000 admin fee which will be deducted from Monies paid.

5.2. Replacement of Attendees:

- 5.2.1. Any withdrawee who, subsequent to their withdrawal, finds a replacement for themselves will be entitled to the responsible person getting a full refund of all payments, less the administration fee. The Contingent Management Team will confirm with the replacement that the replacement was in fact recruited by the withdrawee. It should be noted that only youth may replace a youth withdrawee and only adults may replace an adult withdrawee.
- 5.2.2. Any withdrawee who, subsequent to their withdrawal, recruits an attendee who cannot replace the withdrawee (for example a youth withdrawee subsequently recruits an adult attendee), such withdrawee will in principle be entitled to their responsible person getting a full refund of all payments, less admin fee if the person recruited replaces another withdrawee. The Contingent Management Team will confirm with the replacement that the replacement was in fact recruited by the withdrawee.
- 5.2.3. If, subsequent to the withdrawal of a withdrawee, SCOUTS SOUTH AFRICA is able to replace a withdrawee with a new contingent member then, save for the situation set out in 5.2.2 above, the withdrawee so replaced will be entitled to full refund less admin fee paid to SCOUTS SOUTH AFRICA in connection with the Jamboree. Withdrawees will be replaced on the basis that:
 - 5.2.3.1. Adults can only replace adults and youth can only replace youth;

- 5.2.3.2. The Contingent Management Team ("CMT") may in their discretion and to limit the exposure of SCOUTS SOUTH AFRICA to risk, replace withdrawees who are "high risk" (in the sense that the CMT feels that there is a chance that they will not be able to recoup monies owed to SCOUTS SOUTH AFRICA by such withdrawee) before other withdrawees.
- 5.2.3.3. If the discretion set out in 5.2.3.2 is not exercised, then in determining which withdrawee in principle the earliest withdrawee in time will be replaced first. Thus if two candidates withdrew (A on 1 April and B on 2 April), a replacement will first be used to replace A.
- 5.2.4. In order to limit the risk associated with a withdrawee being replaced with a recalcitrant payer, the withdrawee will only be entitled to reimbursement of monies paid to SCOUTS SOUTH AFRICA by them once the person replacing them has paid the greater of either expenditure incurred by SCOUTS SOUTH AFRICA on behalf of the withdrawee or the amount already paid by the withdrawee.

6. STEPS TO BE TAKEN BY RESPONSIBLE AFTER RECEIVING ANNEXURE A:

- 6.3. Upon receiving the duly completed **Annexure A** from the CMT member responsible for finance, the responsible person should carefully check its content and, if necessary request further information on the figures.
- 6.4. If the responsible person is unhappy with any figures set out in **Annexure A** they should raise this with the CMT member responsible for finance to enable the figures to be checked and debated with a view to reaching agreement as to the refundable amount.
- 6.5. If agreement cannot be reached the matter should be referred to the Head of Contingent, who will hear both sides and make a decision as to the refundable amount, at which point the CMT member for finance will make a formal tender to make payment of the amount determined by the Head of Contingent in the manner determined by the Head of Contingent.
- 6.6. The acceptance of a tender in 6.3 above or part thereof shall be in writing and shall not prevent the responsible person from taking further steps available to them in law to recover additional amounts that they feel are owing to them. If the responsible person is unhappy with the determination in terms of 6.3 above then they may take any steps that they wish to enforce their rights that are available to them in law.
- 6.7. Once a responsible person is happy with the figures proposed by the CMT member responsible for finance he or she will return the duly signed **Annexure A** to the CMT member for finance, indicating how the refund should take place.
- 6.8. If the figures in the duly completed **Annexure A** were altered, a fresh **Annexure A** with the amended figures should be used so as to avoid any confusion as to the amount to be refunded.

7. REFUNDS AFTER THE JAMBOREE:

- 7.1. If, in the opinion of the Head of Contingent after consulting the CMT, it appears the Jamboree has run significantly under budget, then the Head of Contingent may instruct the CMT member responsible for finance to make a once-off refund to each member of the contingent.
- 7.2. In making such determination, it should be noted that:
 - 7.2.1. No member of contingent should have an expectation of a refund after the Jamboree;
 - 7.2.2. Such a refund may not be authorized that will cause the Contingent to run at a loss;
 - 7.2.3. It is established practice for small "profits" to be retained by SCOUTS SOUTH AFRICA to cover the initial costs of the next Jamboree contingent and insignificant amounts should not be refunded.

8. REFUND PAYMENT:

- 8.1. The CMT member for finance may only authorize payment of a refund if:
 - 8.1.1. He is in possession of a completed Annexure A indicating acceptance of the proposed refund by the responsible person; OR
 - 8.1.2. A tender or part thereof made in terms of 6.3 above is accepted by the responsible person (in which case only those parts which are accepted should be paid);OR
 - 8.1.3. The Head of Contingent has authorized a once-off refund in terms of 7.1 above.
- 8.2. The CMT member for finance may only make payment if there are sufficient funds in available to the contingent to cover the costs of such payment.
- 8.3. The CMT for finance may break up a refund into tranches so as to protect the financial interests of SCOUTS SOUTH AFRICA and specifically may do so if future costs are not yet known.
- 8.4. Refunds may only be made in the following manner:
 - 8.4.1. By payment into a bank account with a reputable financial institution nominated in writing by the responsible person;
 - 8.4.2. By crediting the Jamboree account of another member of the contingent on written instruction of the responsible person.

ANNEXURE A page 1 of 2

Dear person responsible for payment,

We have been advised in writing that _____ (25WSJ.....) has withdrawn their application to be part of the South African Contingent to the 25TH World Scout Jamboree. The purpose of this letter is to finalise the finances pertaining to this account in accordance with the Withdrawal and Refund Policy (the policy”), a copy of which is attached hereto for your ease of reference.

According to my records payments totaling R_____ have been made on this account. If you dispute this, please send details of all payments made, together with proof of payment to jamboree@scouts.org.za so that I can investigate this matter and adjust my figures.

At present the CMT has expended an amount of R_____ on this account, including a pro-rata share of shared expenses. A detailed breakdown of this figure is available on request.

At present the CMT anticipates further costs which cannot be avoided in the amount of R_____ will be incurred in respect of this account. A full breakdown of this figure is available on request.

Accordingly the balance on this account is as follows:

PAYMENTS RECEIVED:	R _____
LESS: EXPENSES INCURRED & Admin Fee:	R _____
LESS: UNAVOIDABLE FUTURE EXPENSES:	R _____
TOTAL:	R _____

A positive figure indicates an amount owing to you. A negative figure indicates that you are still liable for certain figures to SCOUTS SOUTH AFRICA. If you still owe SCOUTS SOUTH AFRICA, please indicate how you intend settling this figure.

PLEASE NOTE THAT IF YOU FIND A REPLACEMENT FOR THE APPLICANT WHO HAS WITHDRAWN THAT, SUBJECT TO THE POLICY, YOU CAN EXPECT A FULL REFUND OF ANY AMOUNTS PAID.

Based on the above, I would propose a refund as follows:

If you are happy with this proposal, please indicate on the form below how you would like the refund made and sign and return this form to me, making sure you initial this page too

Yours in Scouting,

CMT Finance Representative

Initial of Responsible Person: _____

ANNEXURE A page 2 of 2

I,, being the person responsible for the Jamboree account

of (25TH WSJ Number 25WSJ.....) am in agreement with the proposal set out above. I would like to be refunded by (please choose one):

a) Payment into my bank account, the details of which are:

3.2.1. Bank:	
3.2.3. Account Number:	
3.2.5. Branch:	
3.2.7. Name of account:	
3.2.9. Type of Account:	

b) Having the amount, I have already paid being credited to the World Jamboree account of

..... (Account Number 25WSJ

Thus signed at on this the day of 20.....

Signature

Witness