

# Terms and Conditions



Between:

*(Subsequently referred to as "Participant")*

And: Go Abroad China Ltd

*(Subsequently referred to as "Provider")*

This agreement shall be valid from the ... of ... 2018 indicating the total duration time for the program placement. Both the Participant and the service Provider will provide the other party with a one month's notice should any amendments and adjustments be made regarding this agreement.

## Section A

The Provider has the following main obligations in return for the receipt of full payment:

1. To arrange according to previously discussed specifications between the Participant and Provider, either an internship position (referred to as a placement) with the chosen internship company; or an independent language program; or a combination of an internship placement and language training lessons. A small stipend will be provided for interns. The Provider will offer a maximum of 3 placements, should the Participant shows no interest in them all then termination of the program will be discussed.
2. To provide the Participant with designated, furnished accommodation on arrival in China, of which the water, electricity and gas bill will be paid by the Provider. The Participant will need to pay a direct deposit, referred to as a safety deposit fee to the original owner of the housing option. This deposit will be fully refunded to the Participant upon check out, provided that he\she has not caused any damage to the furniture or appliances and no theft has occurred. In case of damage and theft of the property, a deduction will be made from the Participant's deposit.
3. To provide transportation from the airport to the location of the housing prepared; arrival should be between 9am to 8pm Beijing Time. The Participant's after-hours' arrival will incur additional charges.
4. To provide contact details of the program coordinator in Beijing, Shanghai or other cities as applicable to provide support and assistance to the Participant in case of difficulties or problems.
5. To provide a welcome meal, a welcome pack and orientation for the Participant.

## **Section B**

### **Booking & Payment**

1. In order to make a booking with the Provider the Participant must pay the application fee and the deposit notified to him/her at the time of booking.
2. All deposits are non-refundable unless the Program has been cancelled by the Provider without the Participant's consent or a refund is decided upon at the Provider discretion.
3. A binding contract will come into existence between the Participant and the Provider as soon as the Provider has issued the Participant with a confirmation email that will confirm the details of his/her booking and will be sent to the Participant. Upon receipt, if the Participant believes that any details on the confirmation or any other document are incorrect he/she must contact the Provider immediately as changes could not be made later.
4. The remaining balance of the Program fee must (unless an alternative schedule for payment is arranged with and approved by the Provider in writing) be paid to the Provider within 30 days of the deposit payment or six weeks before the proposed departure date of the Participant (whichever is sooner) or the placement can be cancelled at the Provider discretion and no refunds could be given.

### **Changes and Cancellations**

1. If the Participant has paid the full amount of the Program fee and wishes to cancel a placement prior to starting the Program, then this must be done via a written cancellation request, to the address of the office of the Provider dealing with the Participant's application to take part in a Program. Upon receipt of a cancellation request by the Provider from the Participant, a 50% refund of the Program fee, minus the deposit (200USD), will be given by Us to the Applicant, except where the cancellation request is received by the Provider fewer than 12 weeks before the proposed departure date of the Participant, in which case, no refund will be given.
2. Unless previously agreed, if a Participant wants to change the dates of his/her Program or change to another Program after paying the deposit, a £100, US\$160 or AUS\$170 (as applicable) administration fee will be charged plus any additional costs. If such a request is made within 12 weeks of the Program start date or after an invitation letter has been issued the Provider reserves the right to refuse it or apply an additional charge.
3. Unless previously agreed, if a Participant wants to extend or change his/her Program once he/she has begun the Program, the Participant will be charged the relevant Program extension fees, details of which can be obtained from the local Provider's office. Such requests must be made at least two weeks prior to the Program start date immediately following the date upon which the Participant's original Program ends. The Provider reserves the right to refuse any such requests at its sole discretion.
4. In the event that the Participant decides to discontinue his/her Program after it has started but before it is due to end for any reason, no refund will be given by

- the Provider.
5. If, for whatever reason, the Provider has to cancel one of the Programs prior to the Participant starting the Program and for reasons which are in no way attributable to the Participant, a full refund of the Program fee including deposit will be given to the Participant. No compensation will be given by the Provider for any other costs incurred in relation to the Program by the Participant or any other person.
  6. Failure of the Participant to pass the interview with the internship company will be no fault of the Provider; the Participant will get a total of 3 companies to choose from. Should the Participant not get hired with any of the companies the Provider assumes this happen due to his/her own low competency. Therefore, the Provider will open discussion about how to proceed, which may/may not involve refunding a certain percentage of the total program fee as will be negotiated.
  7. The Provider reserves the right to change our suppliers and the format of our Program as and when necessary at its discretion and without requiring the consent of the Participant. The Provider will however endeavor to provide as similar a Program as possible at all times.

### **Termination of the Program**

1. If the assigned internship company/language school terminates a Participant's placement/studying prior to the end of the stated time as a result of the Participant's inadequate or unhelpful participation, prolonged or repeated absence from work, repeated tardiness in arrival at work, or for any other reason attributable to the behavior of the Participant, no refund of Program fees will be given and the Provider is under no obligation to offer another placement/language school. In such a case, the Participant will be required to leave the designated accommodation within two days of being informed by the Provider in writing to do so.
2. If the Participant wishes to terminate his/her placement/Studying Program prior to the end of the time stated in the offer letter for any reason, he/she must notify the Provider with written notice prior to placement/language school termination, clearly stating the reasons for such a decision. No refund of the Program fees will be made in this situation, no other placement/language school will be offered and the Participant will be required to leave the designated accommodation within two days of being informed by the Provider to do so.
3. In situations where the Participant does not comply with the rules of the assigned internship company/ language school or rules of the Program or the laws of the People's Republic of China, the Provider may cancel the Program of the Participant by notice to the Participant and no refund will be granted to the Participant and the Participant will be required to leave the designated accommodation within two days of being informed by the Provider to do so.
4. The Provider reserves the right to expel a Participant from the Program by notice to the Participant at the Provider's own discretion for reasons including but not limited to breaking the law of the PRC, bullying or harassment of other Participants, anti-social or unreasonable behavior or unfit conduct towards other

group members, Our representatives or the assigned internship company/language School or excessive absence from work. In such instances, the Provider retains the right to immediately eject the Participant from his/her designated accommodation and cancel the Program of the Participant.

### **Section C**

The Provider can give an advice if requested by the Participant, but is exempt from any responsibility in cases such as:

1. Loss of passport or other important documents whilst they are in the hands of the Participant.
2. Damage of the Participant's property at the airport, in transit, in everyday commute to and from work, school etc.
3. No compensation will be given by the Provider if a Participant misses his/her flight, the Provider is also not liable for any costs associated with cancellation or delayed flights.
4. The Participant is responsible for checking that the Chinese entry visa that he/she is issued is the correct type and that the length (of time) is also correct. The Provider is responsible for arranging an invitation letter required for the Participant's visa application.
5. When the selected program officially finishes, but the Participant wishes to stay in China further but outside of the perimeters of the Provider's programs, then it is up to the Participant to make their own arrangements for a visa, housing etc.
6. If the Participant chooses to handle their own visa without the involvement of the Provider, should the Participant's visa get rejected or he/she get issued with the wrong type, then the Provider reserves the right to refuse your participation in the Program. Any consequences resulting from this remain the responsibility of the Participant.
7. In the rare case that a Participant's visa application has been unsuccessful but with the Provider facilitating it, the Participant should inform the Provider within 16 weeks of the program start date to get a refund of the total program fee, minus the application fee. If however the Participant informs the Provider less than 12 weeks before the program start, then no refund will be given back.
8. The Provider is not liable for any costs and losses related to events of force majeure such as:
  - acts of war, terrorism or social disruptions;
  - environmental and climatic changes that may lead to the delay or cancellation of flights;
  - acts of government, law enforcement, country policy;
  - sudden sickness or accidents on the part of the Participant;
  - damage to office/school property or accidents that happen at third party locations outside of the premises of the Provider's offices.

In instances of force majeure, then both the Provider and the Participant can discuss a call of action or plans to resume/terminate/postpone any arrangements.

## **Section D**

The Participant's obligations and responsibilities when enrolling with Go Abroad China's programs include:

1. The participant should be aware of any holidays, company or school schedules that may affect his/her daily plans. In China, most companies operate from 9am to 8pm; language sessions at universities also carry their own schedule. All Participants need to take responsibility and be clear about the host company/school requirements.
2. Flight expenses are not included in the Provider's programs; every Participant will need to purchase his/her own air ticket to and from China, notify the Provider at least a week in advance of the exact arrival details to allow the Provider to arrange an airport pick up. Arrival time must be between 9am and 8pm Beijing time; failure to do so will result in additional charges for the Participant.
3. During the application process, it is the responsibility of the Participant to disclose any information regarding whether or not she/he has a passport and that the passport has enough time to let him/her travel abroad, to ensure that the program do not get delayed.
4. If the Participant wants to arrive earlier than agreed upon, airport pick-up is no longer a guarantee. If the Participant wants to leave later than the originally agreed upon date, she/he makes a request for extended accommodation, however staying longer than originally planned will incur some additional costs that will be paid by the Participant. A two week notice is required if a Participant wishes to extend his/her stay as housing is subject to availability and ability to pay the extra fees.
5. If the assigned internship company/language school terminates the Participant's internship or study period with them due to bad behavior, being unprofessional, tardiness, failure to complete assignments, being incompetent etc, the Provider do not have an obligation to intervene or arrange a new placement. A Participant in this situation will be asked to leave within two days or find his/her own alternate arrangements. All Participants are thus advised to abide by the rules of their workplace/school.
6. The Participant should at all times avoid any illegal activities and behavior and must comply with the laws and regulations of China. The Provider reserves the right to terminate the program plan with immediate effect, for any Participant who has engaged in illegal dealings whilst on the program.
7. All Participants are responsible for their own safety and health awareness. Any loss/damage of personal property, injury etc is the sole responsibility of the Participant. The Provider requires Participants to have insurance when traveling to China (medical, travel and personal liability coverage). Provider strongly recommends to get the insurance in Participant's own home country. The provider

- won't be responsible for any insurances of participants. Participants had better purchase a travelling insurance in their own country.
8. At the rented accommodation, the Participant who damage the furniture or require cleaning services will be fully responsible to pay all the charges associated with this as well as any missing furniture/appliances. The Provider does not offer regular cleaning service; Participants are responsible for keeping their own rooms/apartments tidy.
  9. Participants are not allowed to have live-in guests at their designated accommodation unless it's during any special circumstances, of which the Provider still needs to give formal consent. In the event that a Participant chooses to do otherwise the Provider will give a notice of two days for the Participant to find his/her own housing.
  10. With the home stay housing option, the Participant will endeavor to avoid any conflict with his/her host family; if any issues arise, the Participant can call the Provider and all parties can try to solve the problem. If this is not successful, the Participant will have to wait while the Provider arranges for new accommodation, which might involve moving to another area.
  11. If necessity arises, the Provider will arrange another housing option for a Participant if issues cannot be resolved, however the Participant shall understand that some information may need to be disclosed as reason for accommodation re-match.
  12. The Participant should realize that the standard of living and housing conditions in China may be very different to his/her own country. For example, all provinces/cities in Southern China do not have a central heating system already installed in houses, however if any Participants are placed in Southern China during the winter months, the Provider will discuss with the Participant and arrange for other forms of heating.
  13. The Participant is expected to follow the rules and guidelines of the internship company/ language school such as work and school hours, appropriate attire; he/she must adhere to strict confidentiality and keep a level of discretion that the company might require.
  14. The Participant must make sure that he/she understands the job requirements and role. If the Participant is not satisfied with job description and intensity of work, he/she can discuss it with the Provider who will coordinate with the partner company and dissolve it accordingly.
  15. The Participant is responsible for him/herself at the school or internship company. Any broken furniture, unruly behavior will be dealt with by the host company/school as it sees fit. The Provider will not take any responsibility in this case.
  16. The Participant shall attend all the classes that he/she has signed up for and be aware that the exact lesson time/schedule might be subject to change if it is needed. The Participant has to be open with the Provider about their work and home stay family schedules so that language lessons can be adjusted accordingly. However, if the language lessons are at one of our partner universities, then the Provider will not interfere with their already planned out daily schedules. Participants shall attend the required amount of class time in order to get a

- certificate of completion at the end of the program. Failure to attend classes and meet the minimum requirements is the sole responsibility of the Participant.
17. It is the responsibility of the Participant to disclose if she/he has such health issues as mental disease, venereal diseases, tuberculosis, HIV, Leprosy and other infectious diseases. All foreigners are required by Chinese law to report any cases of these health issues as to comply with regulations of entry into China.
  18. Health care costs are the responsibility of the Participant; every Participant needs to make sure that she/he has health insurance. Whilst in China, common illnesses can be easily treated by OTC medication. Any Participant can ask the Provider for help such as finding a pharmacy or explaining some of the symptoms that one is experiencing.

### **Visa Information**

1. Participants need a valid passport and visa to enter China; the host country. The Provider will help the participant enter legally with an F, M, X or L visa. Upon arrival in the country, the Provider will also assist/notify the Participant's housing hosts to help him/her to obtain a temporary residence permit, which is an important requirement for any foreigner staying in China.
2. When a Participant is applying for a visa to enter China, should the visa/consulate office in his/her home country decline to grant a visa, or give a visa with a shorter length than expected, the Provider cannot be held responsible for this. However, the Provider will discuss any solutions with the Participant. If a Participant needs to extend their original visa further, then he/she will have to finance all the costs involved, the Provider will issue the requested letter and document only. Extending a visa can be done in Beijing, but some special cases may involve leaving the country. Costs related to this are not the responsibility of the Provider.
3. The Participant needs to keep their important documents and files safe at all times. In case of loss/damage of documents such as the Participant's passport, residence permit etc, he/she shall inform the Provider immediately then other related parties such as the embassy, police station and/or visa registration office. Both the Participant and the Provider will proceed with replacements and other related procedures following the advise of the authorities. Should there be need for the Participant to return to his/her home country the Provider will not be liable for any airfare costs.
4. The Participant under no circumstances can use the visa that the Provider helps them with for any other purposes except that of the actual Provider's program he/she has been enrolled in. "F" visa holders cannot legally take on permanent employment in China as this is in direct violation of Chinese Laws and risk deportation. Should any Participant be in violation of this the Provider reserves the right to cancel your visa and terminate the program.
5. The Participant shall not overstay his/her visa duration/stay in China, as the consequences of this are a direct breach of Chinese Laws. In such a case, there will be no choice but to report him/her to the related Chinese authorities, who will deal with the Participant according to the extent of Chinese Laws and Regulations.

### **The Provider's responsibilities extend to:**

1. Issuing the Participant with the following items (unless the Participant has opted not to have them included in the program fee):
  - visa invitation letter;
  - visa extension letter;
  - airport/train station pick up;
  - assistance registering with the local Chinese authorities;
  - Chinese language classes;
  - an assigned program coordinator;
  - welcome package (transportation card, local SIM card, city map). The SIM card, cellphone and transportation cards need to be returned at the end of the program; failure to do so will incur in a charge of at least US\$50;
  - orientation session upon arrival;
  - monthly newsletter;
  - weekend activities (2-3 times a month).
2. The Provider conducts its programs in accordance with the laws governing cultural exchange and learning programs in China and observes international standards for the programs.
3. The Participant's personal information submitted during the application will be handled with the strictest confidentiality by the Provider; no other third parties shall receive the Participant's information except for the internship company and/or the host family.
4. The Provider cannot guarantee a full re-match of a Participant's chosen program once the Participant is already in the middle of the program, however should problems arise in the midst of the program, the Provider will make an effort to resolve them as swiftly as possible.
5. Should the Provider be at fault with pre-arranged housing, the Participant will be moved and placed in a new home at the Provider's expenses. However if the Participant wants to move at their own accord, he/she will incur all related costs by themselves.
6. The Provider reserves the right to terminate the program of any Participant who does not abide by the following rules:
  - if the participant has applied with false information regarding health requirements for entry into China (*see section D, number 17*);
  - if the Participant decides to come to China in the Provider's name but has not applied for the right visa and without being formally accepted into the Provider's programs;
  - if the Participant engages in illegal activity and violates Chinese Laws while enrolled in the Provider's program;
  - if the Participant is involved in repeated fighting and conflicts with Chinese families, internship company offices, school officials (for those enrolled in language study);



- if the Participant is leaving the host family accommodation without any notice, discussion or approval from the Provider.

### **Important Notice**

- The Provider is an international cultural exchange program, any Participants, families and other persons must realize this is the sole definition that our organization operates under. In any statements where the phrasing might include “working time”, “Partner Company”, “job description” etc merely relate to internship placements that the Provider arranges and only intended to clarify the subject discussed.
- “Participant” refers to the person enrolling with the Provider’s programs.
- Each party – the Participant and the Provider shall enter into this agreement on a full understanding of the conditions in which the Provider and the other party wish to operate under for smooth service delivery.
- In any special case whereby this agreement needs to be amended or further discussed, the Provider will communicate with the Participant if he/she is affected.
- If any part or element of this agreement appears to be invalid, the Provider will revise the agreement to ensure it operates within the limits of the law and engage in any negotiation with the Participant.

Both parties shall abide by the terms indicated in this agreement. This agreement shall take effect from the date signed below.

Provider’s Signature:

Participant’s Signature:

Date: