

Fluent Education Ltd

Program Terms & Conditions Vietnam

Terms and Conditions between Fluent Education Ltd (“Fluent”) and the teacher (“Teacher”)

TEACHER NAME: _____
Full Name

DEFINITIONS

In this Terms and Conditions:

“**Teacher**” Shall mean an individual who books a Fluent teaching semester in Vietnam

“**Sending Partner**” Shall mean a Teacher’s agent to whom they pay a fee for Fluent’s services

“**The Employer**” Shall mean any person, partner company or school that employs the Teacher in Vietnam through a FLUENT introduction

“**Fluent**” Shall mean the Placement Agent in Vietnam.

A. ROLES AND RESPONSIBILITIES OF FLUENT, THE EMPLOYER, THE TEACHER AND THE SENDING PARTNER

1. **Fluent (Fluent Education Ltd.):**

- Provides a paid work introduction service for English teachers in Vietnam with a specialization in assisting newly qualified teachers find shorter term contracts;
- Screens teachers for potential teaching positions in Vietnam according to Vietnamese labour laws and the requirements of potential Employers in Vietnam;
- Matches potential employees with employers for teaching positions in Vietnam and charges a recruitment fee to schools in Vietnam for this service;
- Introduces pre-screened teachers to schools for employment as teachers in Vietnam and charges the schools a recruitment fee for this service;
- Charges an application fee to each teacher that applies for the program. The application fee is refundable in the case where the teacher application is declined;
- Works with TESOL providers and other organizations looking to offer paid positions in Vietnam as part of their product range;
- Provides teachers coming to Vietnam with a comprehensive orientation process including pre departure orientation and assistance with visas, work permit documentation, employment contracts and cultural information to prepare them for working for a Vietnamese employer and arrival orientation in groups in Vietnam prior to work placement;
- Guarantees group arrival dates and placement for work in groups of no less than 5;

- Arranges airport pick up and a welcome orientation for all arrivals on designated start dates (usually in January and August). The orientation week is paid for by the Employers;
- Liaises with employers in Vietnam on behalf of employees when necessary to assist with resolution of issues such as teaching hours, pay, teaching resources and accommodation.
- Checks accommodation offered to teachers by schools for suitability;
- Has on the ground staff full time for support and emergencies;
- For the avoidance of doubt, Fluent is NOT the employer of the Teacher. All teachers sign employment contracts with the Employers in Vietnam being schools or educational companies.

2. Employers in Vietnam

- Are the legal employers and contracting organisations of the Teacher introduced by Fluent;
- Arrange suitable teaching work for the Teacher according to the specifications agreed to with Fluent including rates of pay, teaching schedule and hours of work per week;
- Provide academic support and assistance to the Teacher;
- Provide welfare assistance to the Teacher such as assistance with local medical care, advise on living in Vietnam etc.;
- Must comply with all Vietnamese labour laws and ensure all teachers are working legally
- Are responsible for the employees' health and safety while they are at work;
- Sign labour contracts with the Teacher and arrange and pay for the Teacher's visa invitation letter work permits;
- Pay the Teacher an agreed minimum monthly salary and completion bonus;
- Pay for Teacher's accommodation: Provide furnished accommodation for the Teacher if required or pay an accommodation allowance;
- Arrange transport to and from schools for the Teacher if required.

3. Teachers

- Are employed by various individual institutions in Vietnam;
- Sign a contract of employment with their Employers which details all aspects of their employment before they arrive in Vietnam, and which allows them to be issued with a work permit to work legally in Vietnam;
- Are not employees of Fluent;

- Recognise that primary academic and welfare support in Vietnam is the responsibility of their Employers;
- Confirm that they have read and understood all the pre and post arrival information and advice provided by Fluent;
- Co-operate fully with supervisors on behalf of and in co-operation with Fluent and the Employer and abide by any reasonable instructions they may give.
- Complete and submit proper application, video of self-introduction and copy of necessary documents to Fluent;
- Provide all copies of the documentation required for their visa and work permit prior to leaving their home country;
- Bring all necessary documentation to Vietnam. If the Teacher cannot provide these documents, their Employer will be unable to lodge the work permit application and the Teacher will not be able to commence their semester. If the Teacher arrives without appropriate original documentation, they will be required to leave Vietnam at the end of orientation week and no compensation will be offered. There are no exceptions to this;
- Understand that their documentation (including original documents) will be submitted to their Employer and stay with them for the whole semester for the purpose of obtaining a work permit and showing to relevant authorities when required;
- Must pass the health check in order for the work permit to be issued. No compensation will be offered if the Teacher is not granted a visa on the basis of the health check. The Teacher must declare any pre-existing medical conditions to Fluent so that Fluent can advise on the likelihood of this impacting upon their health check in Vietnam and subsequent work permit status;
- Must apply for a criminal record check after the date specified by Fluent. This document must show **no** convictions. This **MUST** have a fresh signature or stamp of the issuing authority;
- Acknowledge that approval of work permit applications is at the discretion of the Vietnamese government. In rare cases, a work permit application may be declined for reasons not disclosed to the Teacher, even when paperwork appears to be in order. In this case the Teacher will be unable to take up their position and no compensation will be due from Fluent;
- May be assigned to work in primary schools, highs schools or private language centers;
- Will be contracted to work for one organisation but may be assigned to work at multiple public schools in Vietnam as arranged by the contracting organisation (Employer);

- Understand that if they choose to leave their contractual teaching semester at any stage before their final teaching day, no portion of the completion bonus will be payable to them. In addition, no payment will be made for work completed in the previous 30 days;
- Understand that if they leave the semester early, their Employer is legally obliged to cancel their visa and they will usually have 5 days to leave the country and may withhold salary owing to them in order to compensate the Employer themselves for expenses undertaken on the Teacher's behalf;
- Are responsible for selecting and purchasing their own comprehensive travel and health insurance prior to arrival in Vietnam and for the duration of their stay in the country; including provisions for motorbike riding as this is a common form of transport in Vietnam.
- Purchase their own return flights to and from Vietnam;
- Provide their flight arrival details to Fluent no later than four weeks prior to arrival and understand that failure to do so may result in the cancellation of their placement without refund or deferral;
- Conduct themselves in a professional and responsible manner at all times as employees working in the education system in Vietnam;
- Teach for 20 hours face to face per week and in addition complete a further 15 hours of lesson planning and teaching administration tasks and meetings across 5-6 days per week. They may also be expected to attend special events such as Christmas parties, opening ceremonies etc. This adds up to 35 hours per week of work;
- Understand that this is a paid teaching position and that they will not be able to take long weekends or time off to travel during the semester;
- Understand that they may be asked to submit lesson plans to their schools/ Employer in advance of teaching;
- Acknowledge that their classes may be observed by staff at the schools or the department of education;
- Acknowledge that the location, type of schools, ages of classes and timetable will vary from school to school;
- Understand that they are responsible for their own decisions and actions while in Vietnam;
- Acknowledge that the quality of accommodation in Vietnam is likely to be far more basic than they are used to in their home country;
- Acknowledge that working conditions are subject to local norms and will not be the same as those in their home country;
- Acknowledge that local schools operate under the workplace health and safety requirements of Vietnam and not of their home country;

- Acknowledge that local transport and road laws will not be the same as those in their home country;
- Acknowledge that all travel abroad carries with it a degree of risk that they may not be subject to in their home country;
- Have had / will have any immunisations and travel vaccinations advised by their doctor for entry into Vietnam;
- Make a contribution of US \$60 per month per teacher to their employer for bills and transportation (US \$30 for bills and US \$30 for transportation);
- Will not accept any employment in Vietnam with an employer other than their contractual Employer who is their work permit sponsor for the duration of the semester;
- Will not seek to alter the conditions of my contract with my Employer during the semester;
- Understand if they engage in behaviour that is deemed inappropriate for their role as a teacher in Vietnam or deliver poor performance or breach of contract, their Employer may remove them from their position. In this case Fluent may not be able to secure the Teacher an alternative position;
- Will obey all Vietnamese laws, customs and rules that apply to all foreign Teachers while working at schools and with the Employer in Vietnam;
- Indemnify, without limitation, Fluent, its officers, affiliates, agents and employees, against any loss or damage suffered by any of them, or any claims made against any of them as a result of any breach or negligence by the Teacher or any accident or illness suffered by the Teacher during their stay in Vietnam;
- Understand if there is complaint about any service provided by Fluent, its suppliers or affiliates, The Teacher will first inform the supplier of the service in order to give the supplier the chance to rectify the problem. If the supplier does not satisfactorily rectify the problem, The Teacher will put their complaint in writing to Fluent who will do its best to rectify the problem. No complaint will be considered if the above procedure is not followed;
- Understand that Fluent, its officers, affiliates, agents and employees may, without liability or expense to themselves, take whatever action they deem appropriate with regard to the Teacher's health and safety and may place the Teacher in a hospital or health-related facility for medical services and treatment or, if no hospital or health-related facility is readily available, may place the Teacher in the hands of a local medical doctor or health provider for treatment or service.

4. Sending partners:

- Contract Fluent in Vietnam to provide recruitment, orientation and support services for their customers;
- Charge their customers a fee that includes a TESOL course plus a Vietnam service package offered by Fluent. The service package includes: pre departure assistance, arrival orientation in a hotel in Vietnam with meals, transport and activities, 2 X on the ground support staff for one semester;

- Make clear to their customers the breakdown of their fees between the training course they provide and the cost of the internship program in Vietnam;
- Pre-screen applicants to ensure they meet requirements for employment in Vietnam;
- Collect an application fee on behalf of Fluent for their customers in order for Fluent to commence the paid work placement service;
- Work closely with Fluent on all aspects of the process of teachers' recruitment and placement in Vietnam to ensure quality of service and delivery is maintained.

By signing these Terms and Conditions, the Teacher acknowledges that they have read and understand the Roles and Responsibilities of Fluent, The Employer, The Teacher and the Sending Partner.

B. NON-LIABILITIES FOR THE TEACHER AND FLUENT

Fluent is not responsible nor liable for, nor is any of its officers, affiliates, agents, employees and directors responsible nor liable for, the following:

1. The Teacher not being granted a visa for Vietnam or not being allowed to enter the country;
2. Any grievances (excluding minimum salary assurance) which the Teacher may have concerns the Teacher's employment with the Employer;
3. Any injury, death, illness, damage or loss of goods, delay or expense suffered or incurred by the Teacher at any time while in Vietnam;
4. Arranging, obtaining, issuing or guaranteeing visa invitation letters and/ or work permits. The Employer is responsible for the Teacher's visa invitation letters work permits;
5. The Teacher overstaying their visa or work illegally in Vietnam;
6. The Teacher being detained or deported for any reason whatsoever;
7. Any changes to or cancellation of the orientation week or contracted semester in the event or threat of war, terrorism or threat of terrorism, fire, sickness, bad weather, economic crisis, acts of government or local authority (including but not limited to changes in employment or immigration legislation), acts of nature, or other events or circumstances which amount to a "force majeure" and which are beyond the control of Fluent;
8. Any injury or death resulting from any activity or event during the period of the arrival orientation and the Teacher's entire period of employment in Vietnam including, but not limited to:
 - 7.1 Transport to placement location via third-party vehicles or public transport;
 - 7.2 Transport at the placement location via third-party vehicles or public transport;
 - 7.3 Lodging in any accommodation provided by The Employer or a third party;
 - 7.4 Attendance at schools to teach English as part of the Employment's contract obligations;
9. Any medical care the Teacher might require whilst in Vietnam;
10. Any action, negligence or event relating to the purchase or operation of flight tickets or flights; or any costs or refunds due to changes or delays in flights.

C. VISAS AND WORK PERMITS

1. It is illegal to work in Vietnam without a Work Permit and a working visa.
2. In order to obtain a Work Permit, the Teacher must hold a valid working visa and provide their Employer with the following documents:
 - 2.1 Original and legalised undergraduate degree certificate;
 - 2.2 Original and legalised criminal background check (no convictions) with a date of issue **after** the date specified by Fluent;
 - 2.3 Original and legalised TESOL/ TESOL certificate;
 - 2.4 Name oath if required (obtained in Vietnam or will be advised case by case)
 - 2.5 Medical check certificate (obtained in Vietnam);
 - 2.6 Eight colour photographs (obtained in Vietnam).
3. If the Teacher does not provide the relevant original documents (and legalised documents as required) for their work permit application, then they will not be able to take up their position and no refund of any fee or any related costs (including but not limited to flights, visas, vaccinations and document preparation) will be due to them.
4. If the Teacher is not granted a work permit for any reason, then they will need to leave their position and no refund of fee or any related costs (including but not limited to flights, visas, vaccinations and document preparation) will be due to them.
5. The Teacher is responsible for any costs related to preparing and submitting the documents which set out in term 2. above.
6. The Teacher must have a valid passport, which will have more than 6 months validity and four blank pages at the time of arrival.
7. Fluent will pass the visa invitation letter which is obtained by the Teacher's Employer to the Teacher to obtain a working visa before arriving in Vietnam, if they are eligible to apply, according to the regulations at their local Vietnamese consulate, but cannot guarantee the Teacher will be successful in obtaining one prior to arrival due to varying requirements by Vietnamese the embassies and consulates around the world. In some cases, The Teacher will be provided with visa on arrival so that the Teacher can get a visa stamp at the airport after arrival.
8. The Teacher is responsible for the cost of obtaining a visa to enter Vietnam.
9. If the Teacher leaves their position prior to the agreed semester end-date, their work permit will be cancelled by their Employer and they will be liable to reimburse their Employer for fees the Employer paid for their work permit.
10. Employer will sponsor a working visa and a work permit for the Teacher.
11. Approval of work permit applications is at the discretion of the Vietnamese government. In rare cases, a work permit application may be declined for reasons not disclosed to the applicant, even when paperwork appears to be in order. In this case the Teacher will be unable to take up their position and no compensation will be due from Fluent or Employer.

12. The Teacher may be required to make visa trips while in Vietnam to obtain the required visa or renew their existing visa. The Teacher may be required to pay for the cost of the visa and/or other costs involved.

D. SALARY, COMPLETION BONUS, CONTRIBUTION FOR BILL & TRANSPORTATION AND HOLIDAY

1. A salary of US \$800 will be paid to the Teacher by the Employer in Vietnamese Dong equivalent in cash once a month usually between 5th and 10th of the month in arrears. The Teacher should allow for the fact that their first pay packet may be up to 4-6 weeks after commencement at their placement (5-7 weeks after arrival in Vietnam).
2. A bonus of US \$800 will be paid to the Teacher by the Employer upon successful completion of semester (paid in Vietnamese Dong equivalent). Deductions may be made by the Employer if a Teacher has missed any days of teaching unapproved by the Employer for example including sickness.
3. A contribution of US \$60 per month per teacher will be made by the Teacher to their employer for bills and transportation (US \$30 for bills and US \$30 for transportation).
4. The value in Vietnamese Dong for the salary, bonus and contribution for bills & transportation will be determined according to the US\$ to VND exchange rate as it stands 2 weeks prior to departure to schools and will remain unchanged during the semester.
5. The Teacher is responsible for following the Employer's policy regarding having public holiday, school holiday, sick leave and other leaves.
6. The Teacher may be required by the Employer to make up lessons for the teaching hours that they missed due to personal reasons including but not limited to having a sick leave or having unpaid holiday. In cases the Employer can't arrange make up lessons for the Teacher, the Teacher will not get paid for the missing teaching hours.
7. Christmas is not a public holiday in Vietnam and the Teacher may be expected to work on Christmas.
8. Vietnam Lunar Tet holiday is the biggest holiday of a year. The Teacher will have 5 days off with paid for Tet. If the holiday is longer than 5 days, other days of the Lunar Tet are unpaid holiday.

E. SCOOTER AND MOTORBIKE TEACHER ASSUMPTION OF RISK

Renting a scooter carries with it considerable risks. By signing this Terms and Conditions, the Teacher agrees that they will not operate a motor scooter during the orientation in Hanoi.

Once at their placement, the Teacher may decide to operate a scooter, on their own free will, however, Fluent discourages the Teacher from doing this due to the high risk of accident. **At no point in the program will a scooter be required at placement as a means of transport to and from schools, there are always safer alternatives available that we encourage.**

Fluent is not responsible for the following related to operating a motor scooter OR motorcycle:

1. In the case that a Teacher shall operate a scooter/motorcycle and get into a serious accident where the Teacher's placement will be affected, Fluent is not responsible.

2. In the case of an accident in which the Teacher is operating a scooter/motorcycle, the Teacher will be responsible for all associated medical costs and must have insurance cover that includes this eventuality.
3. Fluent is not responsible for any loss, damage, injury, death or any issue related to operating a motor scooter, motorcycle, or any other form of transport.
4. Fluent is also not responsible for any loss, damage, injury, death or any issue related to being a passenger on a motor scooter, motorcycle, or any other form of transport.

F. MARKETING

1. At Fluent we will have photographers and/or videographers during the orientation activities. We are here to document the experience for you. We will post photos on Facebook for you to use freely.
2. Photographic, audio or video recordings may be used for the following purposes:
 - 2.1 Social media marketing
 - 2.2 On Fluent, and selected partner websites
 - 2.3 In Fluent, and selected partner documentation
3. The teacher will be consulted about the use of the photographs or video recording for any purpose other than those listed above.
4. By signing this Terms and Conditions, the Teacher understands this permission signifies that photographic or video recordings of them may be electronically displayed via the Internet or in the public business settings. The Teacher also understands that any images taken or videos made of them during orientation week belong to Fluent and they waive any rights to these images/ videos.

G. DATA USAGE POLICY

1. Fluent, in accordance with new General Data Protection Regulation (GDPR) laws, will not unlawfully distribute, sell, or alter any personal information given to us directly by The Teacher, or indirectly by their home agent partners. Furthermore, Fluent will only share Teacher information with the express permission of the Teacher.
2. In order to operate, Fluent requires that Teacher information be used/distributed in the following manner, and within the time constraints listed:
 - 2.1 **Fluent Database.** Teacher information is collected and kept in a secure server, and will remain on its records in order to facilitate future placements, and additional post-placement support.
 - 2.2 **Teacher Profiles.** Customer information is displayed and is viewable by Employers. Customer resumes and photos are downloadable for use in the employment process. These profiles will be removed no later than 6 months after the initial-placement, in order to support potential placements if the need arises. Additional information pertinent to the Teacher's possible employment may also be shared with schools and local agents in the placement process.
 - 2.3 **Fluent General Communication.** Fluent will use the Teacher's contact details such as telephone, and email, including emergency contact information on an as-and-when needed basis. Furthermore, Fluent will not discuss any information related to the Teacher, with anyone, even family members, unless prior written consent is given.

By signing this Terms and Conditions, the Teacher understands that Fluent will need to collect, use and distribute personal information in order to facilitate their teaching semester. Additionally, the Teacher

understands the terms in which Fluent uses information. Please note that this agreement does not include the Fluent mailing list, this is a separate list and customers will not be added unless they have already opted-in.

H. APPLICABLE LAW

Fluent is a Hong Kong Registered company and as such the sole law governing this agreement is the law of Hong Kong

I. GENERAL

1. The Teacher's signature below confirms that they have read and agreed to all terms and conditions laid out by Fluent in this contractual agreement.
2. There shall be no changes or additions to the terms and conditions of this agreement unless agreed to in writing and signed by both parties by signing below the Teacher agrees to all terms as outlined in this document.

Date (Day/Month/Year) _____

The Teacher (Signature) _____

The Teacher (Full Name) _____

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