

Paid Japan Internship Terms and Conditions

The entirety of these Terms and Conditions apply if you have booked a Paid Japan Internship which consists of the teaching Paid Japan Internship (the "**Paid Japan Internship**") and "**Internship Preparation Course**". These terms apply to bookings made via our website, our brochures or via telephone and which are made with us (whether direct or through agents appointed on our behalf).

Your Internship purchase is split into two parts of which different terms apply, all of which can be found on our main <u>Terms and Conditions page</u>:

- 1. Your Internship Preparation Course all terms relating to the training element of your internship are governed by our Courses Terms and Conditions
- 2. Your Internship all terms for the internship itself can be found below:

Introduction

We set out below the terms which apply to all bookings which you make with us (each a "**Booking**"). By us we are referring to Teach and Travel Group Limited trading as i-to-i, registered number 07935847 of (hereinafter called 'the Company', we', 'us' or 'our').

You should study these Terms and Conditions carefully. You should also note that there are two different categories of terms governing, as applicable, your Paid Japan Internship Booking with us. The first is the Agency Terms set out immediately below; the second is the Paid Japan Internship Provider's booking conditions (the **"Paid Japan Internship Provider's Booking Conditions"**) which you will receive on booking. For the avoidance of doubt the Paid South Korea Internship Provider's Booking Conditions are the terms of Teach Explore Asia, Co. Ltd (XploreAsia), 11/11 Soi Hua Hin 43, Phetkasam Road, T. Hua Hin, Hua Hin, Prachuab Kirikhan, 77110, Thailand (the **"Paid Japan Internship Provider"**) whom provides the Paid Japan Internship programme and with whom your contract with regards the Paid Japan Internship is with.

Agency Terms

- 1. When processing your Booking we will arrange for you to enter into a contract with the Paid Japan Internship Provider relating to the entirety of the Paid Japan Internship.
- 2. We are acting as the Paid TEFL Internship Provider's agent in arranging your Paid Japan Internship element of the Booking. For the absolute avoidance of doubt the Paid Japan Internship Provider is the principal and we have no direct relationship with you in respect of the Paid TEFL Internship. In acting as your agent in arranging your Booking, then by your acceptance of these Agency Terms you are giving us your authority to liaise with the Paid Japan Internship Provider and put you in touch with them.
- 3. Your Booking through us is subject to both these Agency Terms (which define and explain our obligations to you and the role that we play), the TEFL Course Terms and the Paid Japan Internship Provider's Booking Conditions; the latter of which are the specific booking conditions of the Paid Japan Internship Provider which set out, amongst others, your rights in the event that something goes wrong with any elements which are associated with the Paid Japan Internship.
- 4. In completing your Booking with us you are accepting our Agency Terms, the TEFL Course Terms and the Paid Japan Internship Provider's Booking Conditions.
- 5. In the event of any contradiction in the TEFL Course Terms and the Agency Terms then these Agency Terms shall prevail.
- 6. For the avoidance of doubt any TEFL Course you have separately booked will remain subject to the terms and conditions associated with that booking.



Booking details

- 7. If booking online you are responsible for ensuring booking details are correctly entered. If booking via the telephone then once you have confirmed your details we will proceed to confirm the booking with the Paid Japan Internship Provider. Please check that names, dates and timings and any other information are correct on receipt of all documents, including, in particular but not limited to, the Confirmation Invoice, and advise us of any errors within two days of receipt of any documents by contacting our Customer Support department by emailing such details to <u>customersupport@i-to-i.com</u>. Please note that we will not accept any responsibility for incorrect information if we are not informed within this timeframe. Any changes to these details will incur the amendment fees stated in the TEFL Course Terms in addition to any charges applied by the Paid Japan Internship Provider.
- 8. The booking information that you provide to us will only be passed on to the Paid Japan Internship Provider or other persons necessary for the provision of the Paid Japan Internship or TEFL Course. The information may therefore be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies.
- 9. If we were not authorised to pass this information to the Paid Japan Internship Provider, whether in the EEA or not, we would be unable to arrange your booking. In making this booking, you consent to this information being passed on to the relevant parties.

Payment

- 10. All outstanding debts to us must be paid before we will authorise the Internship Provider to accept you on the Internship or issue a certificate. We reserve the right to refuse enrolment on any of the courses or acceptance on any internships we offer.
- 11. If you are using a credit agreement and paying for the Internship by instalments, you agree to pay the instalments promptly and on the dates specified in the credit agreement, irrespective of the speed at which you are studying.
- 12. If you are issued with a new card, please notify us as soon as possible so that we can update our records. If you are paying by instalments and your card is declined or you miss a payment for any other reason, we will notify you by email, and your course account will be locked.

DEFAULTING ON THIS AGREEMENT

Defaulting on this agreement may have severe consequences and could make obtaining credit more difficult. This could also lead to you incurring any reasonable costs which we incur (including both administration costs and debt recovery costs), because you failed to meet the terms and conditions of this agreement.

a) If you're having trouble paying your bill, you should contact us immediately on 01202 006 464 (Option1), to discuss ways we can help and the repayment options available to you.

b) If you don't pay on time: We may use third-party agents (for example Debt Collection Agencies, High Court Enforcement companies) to recover any debt due to us, or to discuss the need to increase your regular instalment. We may also, apply for and register a default against your/your address. Again, this could make obtaining credit in the future more difficult.



c) We may use a Credit Reference agency to review information held, this will help us choose the correct way in which we collect any outstanding debt from you. This can include any financial statement or assessment which has been provided by you to us.

d) We may make a legal claim against you to recover any debt owed (plus applicable costs) by court order. We can charge you interest at 8% per year above the current Bank of England base rate, this will be charged on the overdue amount owed until you pay this amount in full, including both applicable costs and interest. Cancellation and Amendment

13. For the avoidance of doubt the cancellation charge for the Internship Preparation Course element of your internship will be 100% once the cooling off period has passed. If you chose the Pay in 2 option at booking and opt to cancel before making your balance payment you will not be eligible for any refund.

If you cancel your Internship Booking then a cancellation charge will apply and, subject to the Paid Japan Internship Provider's Booking Conditions, this charge will amount to:

- 0% charge will be made if cancelled prior to 150 days from the Paid Japan Internship start date
- 100% will be due if cancelled less than 150 days from the Paid Japan Internship start date

Any amendment requests will be subject to approval by the Paid Japan Internship Provider and if approved the cancellation terms above will apply. Any cancellations will apply from the original booking date.

Paid TEFL Internship Requirements

- 14. During the Paid Japan Internship you will be subject to all Japan applicable laws, regulations or otherwise and it is imperative that you comply with the same. Should you have any questions on the same then you should contact your contracting party; the Paid Japan Internship Provider.
- 15. You are required to have completed at least 120 hours of online TEFL Course according to the timescale provided by the Paid Japan Internship Provider.
- 16. You are also required to send all documentation to the Paid Japan Internship Provider, as detailed in the instructions, by the given deadline and in an acceptable form. A failure to do so will result in your Paid Japan Internship Booking being void and no refund possible. To be accepted pursuant to this clause all such documentation must be prepared by you in good faith, using your best endeavours and to the best of your ability, and be presented to the Paid Japan Internship Provider to a high standard which is acceptable to the Paid Japan Internship Provider (with such acceptability to be determined at the sole discretion of the Paid Japan Internship Provider).
- 17. If you are not accepted on to the Paid Japan Internship by the Paid Japan Internship Provider you will receive a full refund on the Paid Japan Internship element of the Booking (for the avoidance of doubt this does not include a refund of the TEFL Course and/or any other elements booked through us) provided that you can demonstrate your compliance with the provisions of these Agency Terms (including, but not limited to, clauses 15 and 16) and the TEFL Course Terms. Acceptance onto the Paid Japan Internship is at the absolute discretion of the Paid Japan Internship Provider and the Company cannot advise, help or otherwise assist with regards the same. Furthermore, the Company will not, and has no right to, be informed by the Paid Japan Internship Provider of the reasons why your application is not accepted and you must liaise directly with the Paid Japan Internship Provider with regards the same.

Insurance



18. The Paid Japan Internship Provider may require you to take out travel insurance as a condition of booking with them as detailed in their Paid Japan Internship Provider's Booking Conditions – we advise you check these carefully. In any event, we strongly advise that you take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. Please note that we cannot advise on the appropriateness or suitability of any policies.

Passports, Visas and Health

- 19. Information about passport and visa requirements for your trip can be obtained from the Foreign Office or other relevant Government Body. Any specific passport and visa requirements, and other immigration requirements, are your responsibility and you should confirm these with the relevant embassies and / or consulates before any booking is made. Neither we, nor the Paid Japan Internship Provider, accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Most countries now require passports to be valid for at least 6 months after your return date.
- 20. Neither we, nor the Paid Japan Internship Provider accept any responsibility for unexpected delays or costs relating to your visa application because of changes/requests from the Japann Embassy or other party.

Alterations by the Paid Japan Internship Provider

21. It may be necessary for the Paid Japan Internship Provider to reconfirm or change elements of the Paid Japan Internship programme. Please check this in the correspondence received from your Paid Japan Internship Provider, including the Paid Japan Internship Provider's Booking Conditions.

Complaints

- 22. If you have any dissatisfaction regarding your Paid Japan Internship, then this should be reported to the relevant Paid Japan Internship Provider or their local supplier or agent immediately. For the avoidance of doubt any complaint should not be reported to, and does not lie against, i-to-i unless it is in respect of the TEFL Course. Please consult the Paid Japan Internship Provider's Booking Conditions for any complaint procedure of the Paid Japan Internship provider and/or contact them about the same.
- 23. Any complaint with regards the TEFL Course is subject to the TEFL Course Terms.
- 24. Whilst we cannot deal with complaints about the Paid Japan Internship, if the Paid Japan Internship Provider fails to resolve your complaint then please contact our customer support team who will try to assist you as far as is reasonably possible with regards your complaint with the Paid Japan Internship Provider.
- 25. We handle claims according to EU rules.

Limitation of liability

26. For the avoidance of doubt, your booking of the Paid Japan Internship is directly with the Paid Japan Internship Provider. Other than where we are negligent in the provision of our services to



you, we accept no liability or responsibility for any complaint, loss, damage, expense or other claim in respect of any aspect of your bookings or Paid Japan Internship arrangements.

- 27. Specifically, we will not be liable for any act or omission by any person not employed directly by us or under our immediate control and whilst we have chosen the Paid Japan Internship Providers with care we have no control over the Paid Japan Internship Provider and so cannot be held responsible for any action or omission of the Paid Japan Internship Provider or their servants, agents or employees or any other loss, claim or otherwise associated with the Paid Japan Internship itself.
- 28. Moreover, we cannot be held responsible for any loss, damage or expense incurred or suffered by you which results from strike, civil commotion, fire, flood, war, threat of war, terrorist activity, national or nuclear disaster, epidemic or similar outbreak, late delivery, adverse weather conditions, any act of God and / or any other event which is outside of our reasonable control.
- 29. In no circumstances shall we be liable for any economic loss, loss of profit, loss of revenue, loss of business, loss of goodwill, loss of reputation, loss of anticipated savings arising out of the failure or delay in performing the services under these terms or otherwise in connection with these terms; or for any indirect, special or consequential loss or damage (howsoever arising).
- 30. Nothing in these Agency Terms shall limit or exclude the liability of us for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation or from any other liability which cannot be excluded by law.

Jurisdiction

31. Your contract with i-to-i will be governed by English law and any related disputes will be dealt with in the courts of England and Wales. If you live in Northern Ireland or Scotland, the courts of Northern Ireland or Scotland as appropriate can deal with any disputes.

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