



CRCC Asia Global Programs Terms and Conditions

We want you to read these terms and conditions and understand them - they are important, and that's why we think using headings makes things easier. These headings are only for convenience and do not affect the legality or interpretation of these terms and conditions or our Agreement with you.

1. Definitions

"You" or **"Your"** or **"Participant"** or **"Applicant"** means the individual who has applied, has been accepted or is currently enrolled on one of CRCC Asia's programs.

"We" or **"Us"** or **"the Company"** or **"CRCC Asia"** means CRCC Asia Limited, a company incorporated in Hong Kong with registered number 1289657 and having its registered office at Rooms 1318-20, 13/F Hollywood Plaza, 610 Nathan Road, Mongkok, Hong Kong and/or any of its subsidiaries.

"Program" means any one of CRCC Asia's **Program** offerings.

"Chosen Program" means the **Program You** chose when applying to **CRCC Asia** and the **Program** confirmed in **Your Welcome Letter**.

"Program Location" means either the country or city in which **CRCC Asia** operates a **Program**.

"Chosen Program Location" means the location that **You** have chosen and the location listed in **Your Confirmation Letter**.

"Program Start Date" means the date **Your Chosen Program** will start and the date **You** should arrive at **Your Program Location**.

"Program End Date" means the date **Your Chosen Program** will end the date where our **Agreement** with **You** ends.

“Offer Letter” means the letter **We** electronically send to **You** if **We** offer **You** a place on one of **Our Programs**. This **Offer Letter** will include key details about **Your Chosen Program**.

“Confirmation Letter” means the letter **We** electronically send to **You** upon payment of **Your Deposit**. This **Confirmation Letter** will confirm the key details about **Your Chosen Program** and this is when **Our Agreement** with **You** commences.

“Welcome Pack” means the **Welcome Pack** we electronically send to **You** after the **Confirmation Letter**.

“Agreement” means **Our Agreement** with **You**. **Our Agreement** with **You** includes these **Terms and Conditions** along with **Your Confirmation Letter** which we send to **You** upon payment of the required **Deposit**. Our **Agreement** with **You** starts with the payment of the **Deposit** and ends at the **Program End Date** detailed in **Your Confirmation Letter**.

2. The Purpose of Our Programs

2.1. Purpose of Our Programs

Our Programs are an opportunity to gain work experience, training and/or professional skills in one of our Program Locations. It is an investment in Your future and is not a holiday or tourist service and We would ask that You manage Your expectations accordingly before embarking on one of Our Programs. You confirm that You are committed to completing the Your Chosen Program and will do so to the best of Your abilities.

2.2. Our Programs are not a “Tourist Service”

Please note that Our service is not a ‘tourist service’ or a holiday and will require a genuine commitment from You, (please see clause 10 for further information on this). No element of the Program or Your Chosen Program is or should be considered as a ‘tourist service’, and therefore the sale of the Program with the accommodation does not constitute a ‘Package’ as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992 or the Council Directive on Package Travel, Package Holidays and Package Tours (90/314/EEC).

The Program

3. The Application Process and Deposits

In order to make a booking with Us and be accepted onto Our Program, You must apply, be offered a place on one of Our Programs and pay the Deposit or the Program Fee as stipulated in Your Offer Letter.

3.1. Deposits are non-refundable

All deposits are non-refundable unless the Program has been cancelled by Us without the Participant's consent or a refund of the deposit is decided upon by Us at Our discretion.

3.2. Contractual relationship

A binding contract will come into existence between You and Us as soon as we have received the appropriate deposit and issued You with a Confirmation Letter that will confirm the details of Your booking and will be sent to You electronically. Upon receipt, if You believe that any details on the Confirmation Letter or any other document are incorrect, You must advise Us immediately and at least within 7 days.

3.3. Rejecting applications

Applying to one of Our Programs does not mean that You will be accepted or offered a place. We retain all rights to reject any application We deem unsuitable for Our Programs, at Our sole discretion. We do not discriminate on the basis of race, creed, colour, ethnicity, national origin, religion, sex, sexual orientation, gender expression, age, height, weight, physical or mental ability, veteran status, military obligations, and marital status, and We do not reject applications based on any of the aforementioned criteria.

4. Program Fees and payment schedules

4.1. You must pay the full Program Fee prior to Your Program Start Date and in accordance with the payment schedules outlined below in order to participate in Your Chosen Program.

Payment schedules

4.2. 50% of the Program Fee must be paid to Us within 30 days of the deposit payment (unless an alternative schedule for payment is arranged with and approved by a member of Our staff in writing).

4.3. Any outstanding balance is due within 7 days after We have confirmed Your placement. Notwithstanding any partial payment deadline previously given, once a placement is confirmed, any and all remaining balance becomes due within 7 days.

4.4. If You fail to pay the remaining balance within 7 days of placement confirmation, You will not receive any of the agreed services in Your Chosen Program or any other Program. This includes, without limitation; placement, airport transfers, events, and accommodation.

4.5. Due to the visa requirements in some of Our Program Locations, You might be subject to earlier payment deadlines. If this applies to You, then We will notify You of Your revised payment deadlines in writing via email, and the payment terms specified in that email will supersede the payment schedule outlined here.

Discounts and promotions

4.6. All discounts, offers and promotions relating to any of Our Programs are subject to change. We retain the right to bring any promotion to an end at any time and We are under no obligation to notify You that any promotion has ended.

4.7. You may be eligible for a discounted Program Fee – for example, some students enrolled in a university with whom CRCC Asia has a formal relationship may be eligible for a discount. We are under no duty or obligation to inform You that You are eligible for a discount. It is Your responsibility to notify Us when You think You are eligible for a discount and We will determine eligibility.

4.8. If You are eligible for more than one discount, CRCC Asia reserves the right to decide how or whether the discount or discounts may be combined or be applied.

5. What's included in the Program Fee?

In return for the receipt by Us of the full Program Fee as outlined in Your Offer Letter, We undertake, subject to these Terms and Conditions, to provide the following if, and only if, they are included in Your Chosen Program:

5.1. Work Placement

[i.] We will arrange for the provision to the Participant of an unpaid work placement with a Host Company in the Program Location if, and only if, Your Chosen Program includes such a Placement. [ii.] You accept that although CRCC Asia endeavors to ensure a high quality of service and although We have robust procedures in place to assist You with any issues You may or may not experience whilst on Your Chosen Program, We have no control over the jobs and tasks given to You, or the type or amount of work given to You, by Your Host Company during Your work placement.

5.2. Accommodation, accommodation deposits and associated amenities

[i.] Accommodation will be provided to You by Our third-party accommodation provider from the Program Start Date until the Program End Date if this is part of Your Chosen Program. [ii.] If accommodation is part of Your Chosen Program, Our third-party accommodation provider will provide You with furnished accommodation in the Program Location and We will pay bills related to the third-party accommodation provider including, gas, electricity, water and internet up to but not exceeding a reasonable amount as determined by the third-party accommodation provider and confirmed as reasonable by Us. [iii.] Upon arrival at the accommodation, a deposit will be paid by You to the accommodation provider (unless explicitly excluded as part of Your Chosen Program or explicitly excluded due to You being a Participant on a customized Program e.g. a University Partnership). This deposit will be refunded to You by the accommodation provider provided that no damage, theft or other bills, fees, charges or expenses are outstanding upon checkout. CRCC Asia is not responsible for the decisions made by the accommodation provider as to any deductions made to the Participant's accommodation deposit. [iv.] You must check out of the accommodation on the Program End Date and You are responsible for the payment of any bills, fees,

charges or other expenses due. [v.] For the avoidance of doubt, the Participant shall be responsible for the payment of any bills, fees, charges or other expenses that exceed the reasonable amount allocated to the Participant by Us.

5.3. Contact information and in-country support

[i.] We will provide You with contact details of CRCC Asia team members situated in Your Chosen Program Location if this service is part of Your Chosen Program.

5.4. Airport pick-up

[i.] We will provide You with transportation from the pre-agreed airport to the designated accommodation at pre-agreed times (“airport pick-up”) if this service is part of Your Chosen Program. [ii.] Transportation of the Participant from the agreed airport in the Program Location is available at certain times on the Program Start Date and full details of this will be provided to You in Your Welcome Pack. [iii.] If You require airport pick-up outside of the hours, dates and locations stipulated in Your Welcome Pack, not on the specified arrival day, or not in the specified airport You will incur an additional charge.

5.5. Extra services

[i.] We will provide You with a welcome meal and induction course during the first week of Your Chosen Program Start Date if this service is part of Your Chosen Program. [ii.] We will provide You with Social, cultural and business events where part of Your Chosen Program. [iii.] Language lessons where part of Your Chosen Program.

6. Notification of Placements

6.1. We will inform You of your Placement only after You have submitted your Program Deposit and First Installment of Your Program Fee. We will endeavor to provide this information to you at least 1 month before your Program Start Date. If a Placement notification is delayed, We will inform You in writing as to the reasons of the delay.

6.2. If, for whatever reason, You do not accept the Placement, and it falls within Your first three sectors of Your choice, and You choose to not participate in the Program, We will give no refund of the Program Fee or any other associated costs.

6.3. If We fail to obtain a Placement within the first three sectors of Your choice prior to the Program Start Date, we will refund your program fees.

6.4. We guarantee that Your Placement falls within Your pre-specified first three sectors of Your choice. Prior to Your Placement Notification, We do not guarantee a specific company, role, or sector, other than Your pre-specified sectors of choice.

6.5. Prior to sending a Placement Notification, If We arrange an interview with a Host Company, we expect You to act professionally and complete the interview to the best of Your ability. If You complete an interview and are not accepted into the Host Company, We will arrange another Placement. An invitation to Interview with a Host Company does not guarantee a Placement within either the Host Company or the sector.

7. Visas and Passports

7.1. We are not, and You shall not hold Us, responsible or liable for any damages or costs relating to the loss of or damage to Your passport or any other personal property at any part of the visa process, during the Program, during transit or during registration with authorities or other third parties.

7.2. If Your visa is delayed or You do not receive Your visa before Your Program Start Date, We will not be responsible and You shall not hold Us responsible for any costs incurred by You, including but not limited to flight change fees.

7.3. It is Your responsibility to confirm whether or not the Program Fee includes the fee required for Your visa application (the "visa application fee") as this differs between Programs. In addition to visa and passport requirements, you are required to follow appropriate protocol, rules or requirements of the Host Country or Host Company and adhering to any conditions imposed by your visa or governmental authority.

If your program fee include visa assistance and support:

7.4. We will use all reasonable endeavors to assist You with Your application and best resolve the application to the mutual benefit of You and Us.

7.5. If You pay Your Program Fee in full at least 12 weeks prior to the Program Start Date and Your Program Fee includes visa assistance and support:

(i.) We will make all reasonable efforts to inform You of all relevant rules and regulations pertaining to Your visa application.

[ii.] You must make the requested visa processing documents available for visa processing at least ten (10) weeks before Your Program Start Date. These documents can include, but are not limited to, Your passport, a copy of Your passport with at least six (6) months validity, a copy or proof of academic enrollment at Your university or institution, a recent bank statement showing that You are able to financially support Yourself over the course of the Program.

[iii.] If You do not make Your documents available as requested within this ten (10) week timeframe and Your visa application is unsuccessful, no refund will be given and We will not be liable for any costs You incur.

[iv.] In the event that Your visa application is unsuccessful and You have made Your documents available as instructed and have cooperated in the visa application process, We will refund the amount You have paid to Us minus for the deposit.

[v.] CRCC Asia accepts no responsibility for any charges, fees or costs You incur throughout the visa process. We will pay courier fees to send Your passport back to You but will only do so in the country where We are processing Your visa. You must cover any costs if You request that We send Your passport to another country outside of the country where We are processing Your visa.

7.6. If You pay Your Program Fee in full less than 12 weeks prior to the Program Start Date and Your Program Fee includes visa assistance and support:

(i.) We will endeavor to process Your visa before the Program Start Date.

[ii.] You must fully cooperate with Us in this visa application process and You must make any requested visa processing documents available in a timely manner.

[iii.] In the event that Your visa application is unsuccessful or there are any issues with the application, no refund of the program fee will be given and no reimbursement will be made for any other costs incurred by You.

7.7. If We are processing Your visa for You, You may be required to disclose certain information including but not limited to health conditions, details of relatives and siblings and more. We will only ever ask You questions that relate directly to Your visa application. We require You to cooperate fully in the visa process and therefore require You to give timely and honest responses to such questions. We cannot be held responsible for any consequences relating to any of the questions asked or any of the answers given by You.

7.8. We cannot guarantee to process Your visa in time for any personal or Program related travel plans that You have during a ten (10) week period prior to Your Program Start Date. You must inform Us of any travel plans You have or any other unavailability of passport during the ten (10) weeks prior to Your Program Start Date. We are not responsible and You shall not hold Us responsible for any costs You incur prior to Your Program Start Date for costs including but not limited to express processing, postage, submission in person by Our staff, delay or cancellation of Program or personal travel plans, or travel to, from and between locations to pick up Your visa and/or passport.

If your program fee does not include the visa application fee:

7.9. It will be Your responsibility to obtain the required visa for Your Chosen Program.

7.10. In the event that We inform You in writing that You would find it difficult to obtain the appropriate visa or We are unable to process the visa for reasons beyond Our control, or if You choose to process Your own visa:

[i.] Should You decide to participate in Your Chosen Program, You must pay the Program Fee in full at least 12 weeks before Your Program Start Date, and You must inform Us in writing of the outcome of Your visa application at least 4 weeks before Your Program Start Date.

[ii.] We are not obligated to assist You with the visa process, nor to supply You with any documentation other than a business invitation letter in support of the visa application.

[iii.] If Your visa application is unsuccessful and You do not inform Us of the outcome of Your visa application at least 4 weeks before the Program Start Date, You will not be able to participate in Your Chosen Program and We reserve the right to unilaterally cancel Your place on Your Chosen Program and no refund will be given.

General notes on your visa application

7.11. In the event that You are issued a visa on which it is inappropriate to complete an internship in the Program Location, We will work with You to find a solution that is of mutual benefit to You and Us but if no reasonable solution can be found, We reserve the right to unilaterally cancel Your Chosen Program and no refund will be given.

7.12. If it becomes known to Us that You have the incorrect visa less than 4 weeks before the Program Start Date, We reserve the right to unilaterally cancel Your Program and no refund will be given. We will work with You to find an alternative Program that You can participate in, but this may be subject to additional costs.

7.13. In the event that a visa is issued for at least 30 days, but for a shorter duration than Your Chosen Program, We will issue a refund for the difference in price of the additional months of the Program, but not the initial month.

7.14. You are responsible for checking that the visa You are issued for Your Chosen Program is the correct type and length of visa. Should You wish to travel outside the Program Location during or after Your Chosen Program, it is Your responsibility to ensure that the visa You are issued will allow You to leave the Program Location and re-enter.

7.15. If You remain in the Program Location after the Program End Date for whatever reason, it is Your responsibility to ensure that You have the correct type of visa.

8. Insurance

8.1. You are responsible for ensuring that You have purchased full, comprehensive insurance prior to Your Program Start Date which will adequately cover You for the duration of Your Chosen Program.

8.2. Your insurance should include repatriation, cancellation, travel, health, medical (including pre-existing medical conditions) and personal liability insurance.

8.3. You must provide Us with all relevant details about Your travel insurance policy.

8.4. You must bring all relevant insurance documents with You to the Program Location.

8.5. Neither We nor Our employees are liable for any medical advice given by Ourselves or third parties.

8.6. It is Your responsibility to claim any expenses directly from Your insurance provider. We will offer You reasonable assistance to complete forms where We deem it appropriate but We cannot be held liable for any financial loss You encounter in relation to the accuracy of Our assistance.

8.7. If You choose to travel without adequate insurance cover, We will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

9. Flights

9.1. Flights are not included in the Program Fee for any of Our Programs.

9.2. You must purchase Your own flight tickets to arrive in the Program Location by Your Chosen Program Start Date.

9.3. If You wish to use Our airport pick-up service and this service is included in Your Chosen Program, You are responsible for any travel costs related to traveling to Our specified airport as stipulated in Your Welcome Pack.

9.4. We are not responsible for any damages or costs due to any act, omission or negligence relating to the purchase of flight tickets or the operation of flights or any other form of transport.

9.5. We are not responsible for any costs You incur due to changes or delays in flights, trains or any other form of transport.

10. Your commitments and the Code of Conduct

Participating in one of CRCC Asia's Program is an opportunity to gain work experience, training and/or professional skills in one of our Program Locations. It is an investment in Your future and is not a holiday or tourist service and We would ask that You manage Your expectations accordingly before embarking on one of our Programs. You confirm that You are committed to completing the Your Chosen Program and will do so to the best of Your abilities.

Code of Conduct

Where You have chosen a training or skills Program, You will be required to attend all lessons and seminars, complete all tasks and work given to You (including any additional study) and treat Your teachers and fellow students with respect and courtesy.

You are aware that Your Program is strictly unpaid and short term (under 3 months) and You confirm that You will not undertake any other work opportunities in the Program Location during Your Chosen Program, other than those provided by CRCC Asia under this Agreement. You understand that you are bound by the relevant laws of the Host Country.

Where You have booked an internship placement, You will be required to behave as though You are an employee of the assigned internship company, including arriving at work on time, completing all tasks given to You, and treating the internship company and Your fellow colleagues with respect and courtesy. You should not bring either Us or Your Host Company into disrepute.

Upon payment of Your Deposit, You agree to fully cooperate with CRCC Asia in its attempts to find You a work placement and You agree to adhere to our Code of Conduct before and during Your Chosen Program. Examples of non-cooperation include, but are not limited to:

- Not actively working with Your assigned representatives from CRCC Asia;

- Skipping or missing scheduled internship interviews;

- Not responding to CRCC Asia communications in a timely manner;

- Allowing the placement process to be delayed due to missing agreed payment due dates;

- Unreasonably refusing internships offered to you.

- Dishonesty. This includes fabricating, altering, or misrepresenting academic transcripts, test scores, academic standing, statements made on visa applications, or any other written or oral statement you may make in the process of applying for the Program, for a visa, or for any internship role.

- Participants who are deemed uncooperative will be notified by CRCC Asia, and may be dropped from the program with no refund given. Such Participants may have the option, at the discretion of The CRCC Asia, to rejoin the Program, provided that they cooperate and participate in good faith.

11. Breaching the Code of Conduct and termination of the Program

11.1. In situations where You do not comply with the rules of the Host Company or the rules of Our Programs or the laws of the Host Country, We reserve the right to cancel Your Chosen Program by giving notice to You and no refund will be granted to You and You will be required to leave the designated accommodation within two (2) days of being informed by Us to do so.

11.2. We reserve the right to expel any Participant from any of Our Programs at Our discretion for reasons including but not limited to breaking the law of the Host Country, bullying or harassment of other Participants, antisocial or unreasonable behaviour or unfit conduct towards other group members, Our representatives or the assigned internship company or excessive absence from work. In such instances, We retain the right to immediately eject the Participant from the designated accommodation and cancel the Program of the Participant.

11.3. If the Host Company terminates a Participant's placement prior to the Program End Date 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 behaviour of the Participant, no refund of Program Fees will be given and We are under no obligation to provide another placement. In such a case, the Participant will be required to leave the designated accommodation within two (2) days of being informed by Us in writing to do so.

11.4. The above provisions are at all times subject to any mitigating circumstances the Participant is able to provide evidence of. In which case, we may, at our discretion, work with the Participant to resolve the situation where possible.

12. Changes, cancellations and variations

12.1. Changing the dates of Your Chosen Program

Unless previously agreed to by Us, if You want to change the dates of Your Chosen Program or change to another Program after paying the deposit, We reserve the right to charge You a US\$150 administration fee plus any additional costs. If such a request is made within twelve (12) weeks of Your Program Start Date or after a Placement has been confirmed, We reserve the right to refuse Your request or apply an additional charge.

12.2. Changing Your Chosen Program to another Program

Unless previously agreed to by Us, if You want to change to another Program after paying the deposit, We reserve the right to charge You a US\$150 administration fee plus any additional costs. If such a request is made within twelve (12) weeks of Your Program Start Date or after a Placement has been confirmed, We reserve the right to refuse Your request or apply an additional charge.

A request to change Your Chosen Program to another one of Our Programs must be made at least twelve (12) weeks prior to Your Program Start Date. We reserve the right to refuse any such requests at Our sole discretion.

12.3. Extending Your Chosen Program

You may be able to extend Your Chosen Program but if You want to extend Your Chosen Program once You have started Your Chosen Program, You will be charged our relevant Program extension fees and/or the relevant Program Fee, details of which can be obtained from Your local CRCC Asia office.

12.4. Discontinuing Your Chosen Program

If You decide to discontinue Your Chosen Program prior to the Program End Date for any reason, You must provide Us with written notice prior to discontinuation, clearly stating the reasons for such a decision. No refund of Program Fees will be made in this situation, no other placement will be offered and You will be required to leave the designated accommodation within two (2) days of being informed by Us to do so.

12.5. Cancellations by You

[i.] If You wish to cancel Your place on Your Chosen Program prior to the Program Start Date, a written cancellation request must be sent by You to the office address of the CRCC Asia office dealing with Your application.

[ii.] All deposits are non-refundable as per clause 3.2 .

[iii.] If the cancellation request is received by Us fewer than twelve (12) weeks before Your Program Start Date, no refund of any amount will be given.

[iv.] If You have paid the full Program Fee and wish to cancel the Program prior to the Program Start Date, upon receipt of a cancellation request by Us from the You, a 50% refund of the Program Fee minus the deposit will be given by Us to the You, if, and only if, the cancellation request is received by Us at least twelve (12) weeks before Your Program Start Date.

[v.] The deposit, and all Program Fees paid by You to Us, are non-refundable if We determine that You did not fully co-operate in the placement process at any time before Your Program Start Date, or You have breached our Code of Conduct.

12.6. Changes and cancellations by Us

[i.] If We have to cancel Your Chosen Program prior to the Program Start Date for reasons which are in no way attributable to the You and You have paid the Program Fee in full, We will endeavor to find You a suitable alternative Program of the same or higher caliber of the original or will offer You a refund of the amount received by Us from You for Your Chosen Program.

[ii.] If We fail to confirm Your Placement before Your Program Start Date, this will be deemed a cancellation by Us and we shall refund you for the Program.

12.7. Variations

We reserve the right to change our suppliers and the format of Our Programs as and when necessary at Our discretion and without requiring the consent of the Participant. We will however endeavor to provide as similar a Program as possible at all times.

13. Accuracy

The content and information displayed on Our website and other promotional material is believed to be valid and correct but mistakes can be made and We are not liable, and You shall not hold Us responsible, for any misinformation or ambiguities in such content. We reserve the right to amend the prices of Our advertized Program fees at any time without notice and You may be liable for any increased Program Fee unless Your Program Fee has already been paid to Us in full. You must check the current price and all other details relating to the Program that You wish to participate in before Your booking is confirmed.

Other

14. Force Majeure

We are not responsible or liable for changes or cancellations to the Program under any of the following circumstances; war or threat of war, terrorism or threat of terrorism, civil strife, riot, industrial dispute, lock closure, natural or nuclear disaster, chemical or biological disaster, adverse weather, sea, ice and river conditions, fire, sickness, environmental or climate concerns, acts of government or local authority, or any other event or circumstance which amounts to a "force majeure" and in such cases no refund or compensation for any loss will be given to the Participant by Us unless otherwise decided at Our discretion. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

15. Data Protection and Data sharing

You agree that for the purposes of the Data Protection Act 1998, We are the Data Controller and our instructed suppliers (including Host Companies and visa processing agents, travel agents, accommodation providers and universities) are the data processors in respect of any Personal Data.

Our suppliers shall only process the Personal Data only in accordance with Our instructions from time to time and shall not process the Personal Data for any purpose other than those expressly authorized by Us.

16. Our liability

16.1. We have a duty to select the suppliers of the services making up Your Chosen Program with reasonable skill and care. We have no liability to You for the actual provision of any Program, except in cases where it is proved that We have breached that duty and damage to You has been caused.

16.2. We take no responsibility and are not liable for any third party behaviour or actions including but not limited to that of the host company and employees at the designated accommodation.

16.3. We will not be responsible or pay You compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

[i.] The act(s) and/or omission(s) of the person(s) affected;

[ii.] The act(s) and/or omission(s) of a third party unconnected with the provision of the Program and which were unforeseeable or unavoidable; or

[iii.] Unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or

[iv.] An event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

16.4. Our aggregate maximum liability is limited to the amount of actual cash paid by You to Us for Your Chosen Program (except in any cases involving injury, illness or death).

16.5. It is a condition of Our acceptance of liability under this clause that You notify any claim to us and Our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

16.6. Where any payment is made, the person(s) receiving it must also assign to Ourselves or Our insurers any rights they may have to pursue any third party and must provide Ourselves and Our insurers with all assistance We may reasonably require.

16.7. Please note We cannot accept any liability for:

[i.] Any damage, loss or expense or other sum(s) of any description which on the basis of the information given to Us by You concerning Your booking prior to Our accepting it, We could not have foreseen You would suffer or incur if We breached Our contract with You; or

[ii.] Any business losses.

16.8. We will not accept responsibility for services or facilities which do not form part of Your Chosen Program or where they are not advertized on Our website. For example, any excursion You book whilst in the Program Location, or any service or facility which Your accommodation or any other supplier agrees to provide for You.

16.9. Nothing in these Terms and Conditions is intended to exclude or limit any liability for death or personal injury that arises as a result of Our negligence or that of any of Our employees whilst acting in the course of their employment.

16.10. We take no responsibility and are not liable for:

[i.] any accidents that take place at any third party locations including but not limited to the premises of the assigned internship company and the designated accommodation; and

[ii.] any damages to the assigned internship company during a Participant's placement with it, which, in all cases, the Participant shall be responsible and liable for. It is the Participant's responsibility to ensure that they purchase personal liability insurance prior to the commencement of their Chosen Program.

17. Special Requests

Any special requests must be advised to Us at the time of booking e.g. diet, room location, etc. You should then confirm Your request(s) in writing. Whilst every effort will be made by Us to try and arrange Your reasonable special requests, We cannot guarantee that they will be fulfilled. The fact that a special request has been noted on Your confirmation email or any other documentation or that it has been passed on to the accommodation or other supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on Our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

18. Disabilities and Medical Issues

We are not a specialist disabled holiday company, but We will do Our utmost to cater for any special requirements You may have. If You have any medical problem or disability which may affect participation in Your Chosen Program, please provide Us with full details before We confirm Your booking so that We can try to advise You as to the suitability of Your Chosen Program. We may require You to produce a doctor's certificate certifying that You are fit to participate in any of Our Programs. Acting reasonably, if We are unable to properly accommodate Your needs, We will not confirm Your booking.

If You did not give Us full details of any medical issues or disabilities that You are aware of prior to Your Chosen Program Program Start Date or any medical issues or disabilities that You become aware of during Your Chosen Program, We are, at Our sole discretion able to cancel Your Chosen Program and impose applicable cancellation charges.

19. Law and Jurisdiction

These terms and conditions and this agreement shall be governed by, and construed in accordance with, Hong Kong law. Any dispute, controversy or claim arising out of or relating to these terms and conditions or this agreement, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in Hong Kong under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

20. Third Parties

20.1. A person who is not a party to this Agreement shall not have any rights under or in connection with it.

20.2. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

20.3. 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.

20.4. If a provision of this Agreement (or any part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable OR the Company and the Participant shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the original commercial intention of the Company and the Participant.