

Work and Travel

Summer Camp America Program Agreement

The “Summer Camp America Program” (referred to as SCAP) is a cultural exchange program administered by Work and Travel Ltd (referred to as W&T) in conjunction with International Exchange of North America (referred to as IENA). W&T is not a temporary employment agency and should not be referred to as such. All participants are First Time Participants (referred to as participants).

To apply for the Summer Camp America Program you will be required to pay Program Fees directly to W&T, along with some third party fees that are out of W&T’s control. W&T may facilitate the collection of these fees.

Your application form and references are legal documents. You agree that you have personally completed the application form and any false, misleading or withheld information on your application or inappropriate behaviour during your interview, on social media sites, prior to departure to America or during your participation on the W&T Summer Camp America Program, is grounds for immediate cancellation.

You, the participant, are the only person W&T will liaise with in terms of your application/placement. W&T will not provide information about your application or program participation to parents/friends/other family, unless you are involved in a medical emergency whilst in America, in which case we will contact the person you have listed on your application form as your “emergency contact”. In addition, W&T will not tolerate threats or verbal abuse from applicants or family members, any form of disrespectful behaviour or bad language directed to W&T staff will result in immediate cancellation from the program without refund.

Your application, camp type choices, skills, experience, level of English and references will determine your place at a camp. All placements are final. You will be notified of all the details of your camp placement, including your arrival and departure date instructions, and your contract dates by a member of the team. The dates indicated in your Placement Letter are considered your official contract and visa dates.

While participating on the W&T Summer Camp America Program you are required to check your online account regularly and provide W&T with a current email address that you will access at least twice a week from the time of application through to the time you complete your trip to America. W&T will not be held responsible for any problems that arise from failure to check your email regularly (including junk mail) or failure to notify W&T of any changes to your email address.

FEES & APPLICATION

1. The program fees shall be as published on <https://www.workandtravel.ie/camp-usa-2020-register/>
 - a. This in country fee shall be payable by way of:

	Premium	RAW	
I. Application Deposit:	€49*/19*	€49*/19*	Due at beginning of application to confirm booking
II. 1 st Instalment:	€150/180	€150/180	Due within 14 days of initial W&T booking**
III. 2 nd Instalment:	€150	€100*	Due within 28 days of W&T booking **
IV. 3 rd Instalment:	€150/€200**		Due within 35 days of W&T initial booking or by flight ticketing deadline whichever is first**
Total Cost	€499/549**	€199/299**	

*This deposit is non-refundable .

If you apply after **January 14th the program price is based on completed applications by **January 30th**.

If you apply after **January 30th the program price is based on completed applications within **10 days of registration**.

If your application is not complete the price increases to €549/€299 which is also a discounted price and limited offer and prices will increase the further into the season we go.

Following deposit payment, all subsequent payments are non-refundable except in the unlikely event where a candidate is not offered any placement. Refusal to take a placement that is offered or deciding to withdraw from participation does not render you eligible for a refund. Please note every effort will be made to place all candidates including offering options to participate on other programs as appropriate.

If on early bird pricing, failure to adhere to the above payment structure and timelines will increase your program fees to the regular market price of the flight at time of booking or to the €299 if on the non-flight option.

Note The NON-FLIGHT Option: You must provide evidence of your return flights based on your camp placement and DS2019 work authorisation dates before your work papers can be processed. These papers are required for your Visa interview with the U.S. Embassy.

Note the Flight Option: prices are an early bird /subsidised price to NEW YORK and BOSTON region only. This price is based on the lowest price available and is not airport or time of day specific.

Flights outside of these parameters and to other destinations must be priced separately and are based on fares available at the time of booking.

Changes to dates and flights booked are at the participants expense, subject to airline terms and conditions and availability.

Note: it is the participant's responsibility to advise of the correct dates and destination as per your agreement advised to you by your camp. **Workandtravel.ie** do not mediate between the participant and camp in terms of arrival times so it is essential that you communicate the correct times.

All Flight requests are due within 48 hours of your placement as we need to secure airline availability with as much notice as possible. Any increase in airline fare incurred by Workandtravel.ie due to a delay in booking, will become your responsibility, at the ultimate discretion of Workandtravel.ie, if the delay is as a result of you not:

- i) Providing your flight request within 48 hours of placement
- ii) Submitting a required document (eg, medical form, reference details, passport copy, police check, placement contract)
- iii) Paying outstanding fees due as per the above schedule
- iv) Obtaining a visa appointment at the US embassy or consulate

- All international flights either at the discounted New York/Boston price or otherwise will be booked based upon:
- Departure to and from Dublin (or other airport selected by you – surcharge applies)
- Arrival to the US airport advised by you in accordance with your camp contract/placement
- If you book only a one way flight with workandtravel.ie, evidence of return flight must be provided in prior to processing your work papers (ds 2019) required for your US Embassy visa appointment.
- Any fare differences for flights booked outside of the New York/Boston discounted price must be paid at time of booking subject to airline availability , terms and conditions
- Changes to flights will require a flight change fee, for which you are responsible.
- Airlines reserve the right to change flight schedules and ask that you confirm flights 48 hours in advance of departure. Missed flights or delays due to a change of flight schedule information are not the responsibility of Workandtravel.ie.
- Note : failure to not show up for an outbound flight automatically cancels the return leg so it is important you communicate this in advance.

If on normal program pricing, failure to meet above payment structure will increase program fee to €599/€349

2. Participating in this program will incur additional costs for services completed by third parties. W&T may facilitate the collection of certain fees on the behalf of the third party. Fees are set at the discretion of the third party who completes that service and may vary through the season. These additional fees may include (but are not limited to):
 - i. Police Check (see “Criminal Background Check” section below for more details)
 - ii. Fees for medical forms – charges are set at the discretion of your physician
 - iii. Travel expenses to interview and to preparation day
 - iv. Flight surcharges, or flights to America
 - v. Onward travel costs from American port of entry to your placement location
 - vi. J1 Visa Interview with the US Embassy

Please note that camps require specific immunizations, and any costs incurred are the responsibility of the applicant to comply with these requirements.

You agree to pay these charges as they arise. Failure on your part to do this will lead to your application being withdrawn from the program.

3. W&T will conduct an interview to help you better understand the program and to assess your skills and experience, and W&T determines final program acceptance of all applicants
4. Once you have paid the program fees you will be entitled to:
 - i. Customer service and support with your application while in the ROI
 - ii. DS-2019 and Sevis fee receipt (required for J-1 Visa application), provided by IENA, our US Department of State designated visa sponsor, unless you hold a US Passport or a Greencard, in which case this is not needed
 - iii. A J-1 visa (subject to approval by the US Department of State and the US Embassy) unless you hold a US Passport or a Greencard, in which case this is not needed.
 - iv. Our best efforts to secure you a summer placement in America subject to adherence to this program agreement, and our W&T guidelines, and subject to full compliance with your contract with the camp at which you placed (referred to as “placement contract”), and full compliance with all American Department of State requirements for J-1 visa holders.
 - v. A preparation day in Dublin prior to your departure to America, for which attendance is mandatory.
 - vi. Support in respect of your onward travel arrangements from your arrival airport to your placement location.
 - vii. Up to 123 days medical insurance.
 - viii. If you selected the premium package, a transatlantic flight from Dublin to Boston/ New York. A surcharge may apply to participants requesting a departure from an airport other than Dublin, and to participants requesting an arrival to an airport other than Boston/New York. Applicants on the RAW package are responsible for arranging their own flights and submitting flight details to W&T
5. For your application to be complete and ready for you to fly to America, you must:
 - i. Complete the online application form
 - ii. Accept this Program Agreement
 - iii. Be placed at a camp and sign the relevant camp agreement

- iv. Provide all documents detailed in the “Documents” section of your online profile including (but not limited to) references, passport copy, police check, medical form and placement contract
 - v. Complete your online application form to “100% Complete” including (but not limited to) paying in full, verifying visa receipt, signing this agreement and submitting travel information.
 - vi. Successfully apply for your J-1 Visa at the US Embassy
6. All documents currently required can be found on your online profile and can be completed online and/or downloaded. You will be required to regularly check you “My Booking” as more documents may be required at a later stage in order to complete your application. All documents must be submitted as follows (whichever is earliest):
- i. Within 30 days of your W&T interview*
 - ii. Within 14 days of your placement being “confirmed”
 - iii. By May 30th 2020
 - iv. All payments must be made by May 30th 2020

*If application is received after interview then it is within receipt of application forms

Failure to submit all documents by the deadline may result in your withdrawal from the program, without refund, OR should you continue, you will incur a charge of €50 to facilitate the additional administration required. Failure to meet these deadlines excludes your right to refund.

7. You must inform W&T of any changes in contact information, availability, health, criminal background or any pertinent changes regarding your application and ability to participate in the program. If any changes made after acceptance or you fail to meet document deadlines laid out in this document, lead to placement becoming difficult or unlikely, W&T reserves the right to withdraw you from the program and any refund given will be at the absolute discretion of W&T.
8. You must inform W&T if you have any relatives living in America. Failure to declare this information may have consequences on your J-1 visa application and thus, may result in your removal from the program and any previous payments will be forfeited.
9. Placement for participants may occur anytime between the completion of the full application and 1st July 2020. W&T reserves the right to end all placements prior to 1st July 2020 but after 1st June 2020, should it be felt that a reasonable placement is no longer feasible. Placement means the date a camp confirms they want to hire you, at which point you will be informed of the change to your status.
10. Even if W&T accept your application there is no guarantee that a camp will offer you a position for the summer. A placement is based on the needs of the camp, your availability and your

experience and skills.

11. You must be completely honest with W&T throughout the application process and all information contained on any form completed must be accurate. Any false, deceptive or withheld information on your application or documentation, or any behaviour (including that presented through your social media accounts) deemed by W&T as inappropriate or prejudicial during, or after, your acceptance to the program may be grounds for immediate withdrawal from the program with, or without, refund of fees, all at the absolute discretion of W&T.
12. It is agreed and understood that nothing in this agreement guarantees you a place at a camp.

CRIMINAL BACKGROUND CHECK

1. You must declare all current and spent (expired) arrests, cautions, warnings, reprimands and convictions in your application form. W&T will evaluate the nature of your offence and advise whether you can proceed with your application. This is also a requirement of the US Embassy as part of the visa process.
2. Failure to provide honest, accurate information regarding your criminal background, may affect your participation in the program, as well as your ability to obtain a J-1 Visa.
3. Offences relating to drugs or violence will render you ineligible for the program. Please note that some camps undertake random drug tests during the summer and/or require drug testing upon your arrival to camp.
4. An approved police check dated 1st September 2019 or later, is required to participate on the program. This form is free and can be applied for at your local Garda station.
5. You must submit a copy of your police check to W&T within the deadlines outlined in "Fees & Application" point 6. And:
 - a. Before we can issue the DS-2019 form, required for your J-1 visa interview appointment at the US Embassy. OR
 - b. By 20th January 2020 if you have a current or spent expired (arrest), caution, warning, reprimand or conviction.
6. If your police check has an arrest, warning, reprimand or conviction OR if it states "No Live Trace";
 - a. You may not be eligible to participate in the program

- b. If accepted onto the program, you may be required to attend a special visa appointment (VCU) at the American embassy and will be required to contact the embassy directly to arrange this. Persons with criminal backgrounds (whether “live” or “spent”) face a higher risk of Visa denial by the American Department of State. Please refer to the “Refund and Cancellation Policy” for more information.
 - c. Any additional fees incurred as a result are to be paid by you as they arise.
 - d. If you did not previously declare this information in your application form or interview, your participation on the program may be terminated, without refund.
7. If you are applying from ROI but are not a resident of ROI you will also need to obtain the highest level of police check available from your home country, with a certified English translation. All fees associated are at your own expense.
8. If you have lived abroad in the past for a period of more than 6 months, you will be required to present a police certificate from all countries in which you have lived, along with a certified English translation if not presented in English. All fees associated are at your own expense.
9. Participants are aware that they may be required to complete additional US State Police checks and fingerprints (in addition to checks completed in their home country). When required, these checks are completed upon arrival at camp. Checks are handled differently by each camp and state. Some additional charges may apply.
10. You authorise W&T to share your police cert with American employers to secure your placement, and prior to your arrival.
11. You must take the original copy of your police certificate(s) with you to America for your camp. Failure to do so may result in your immediate dismissal and you will incur associated fees as outlined in the “Summer Contract” section of this agreement.

MEDICAL FORM

1. You are required to complete a medical form, and have it signed by a physician prior to your departure for camp.
2. You are required to make W&T aware of any pre-existing medical conditions from which you may suffer. If W&T feels that any of your medical conditions may affect our ability to find you a placement, or your ability to participate safely on the program, W&T reserves the right to terminate your participation on the program and issue a refund at its absolute discretion.
3. Should your doctor fail to sign off on your medical form, for whatever reason, W&T deems this as your responsibility. If this causes you to withdraw from the program, it may make your refund ineligible.
4. Failure to take the original copy of your medical form to your camp or failure to disclose pre-existing conditions on your medical form may result in immediate dismissal from your placement

and you will incur associated fees as outlined in the “Summer Contract” section of this agreement.

J-1 VISA APPLICATION PROCESS

1. Unless you hold a US Passport or Greencard, a J-1 visa is required to participate on the program. By signing this agreement, you agree to abide by all rules and regulations of the J-1 visa as outlined by the US Department of State.
2. You are required to declare to W&T in your application any previous US visas applied for. Failure to declare this information can have serious consequences on your visa application and may result in your cancellation from the program and any payments will be forfeit.
3. All J-1 applicants are required to attend an in-person interview at a US Embassy or Consulate in your home country or country of legal residence. Appointments are available Monday to Friday. The US Department of State currently charges a fee of \$160 US dollars for ROI passport holders (correct as of 1st June 2019) for the J-1 interview and processing. You will be responsible for the cost of this fee, however W&T may facilitate the collection of this.
4. W&T will provide you with your DS2019 form, provided by our designated US Department of state sponsor, required to apply for your J-1 visa as well as instructions on how to complete all other forms associated with the J-1 visa application. Your DS2019 form will be issued once you have paid appropriate program fees and confirmed all your passport details in your online account.
5. The original fee for the DS2019 form is included in the program fees. W&T will charge €50 for each DS2019 reprint required by you due to any theft, loss, or damage of the original or any incorrect information, given by you, which requires a reprint.
6. Once you have paid the program fees, W&T will also provide you with the required SEVIS fee receipt for your J-1 visa application. The SEVIS fee of \$35 (correct at time of print) will be paid to the US Department of State on your behalf.
7. The US Embassy in Dublin only has selected dates available for J-1 visa interviews and procedures for booking appointments may vary.
8. W&T may be instructed by the US Embassy to book your J-1 visa interview on your behalf, in which case an administration fee will be levied by W&T for this service.
9. You are responsible for arranging and paying for your own transportation to the US Embassy for your J-1 visa interview and any other costs associated.
10. To process your J-1 visa, the US embassy will keep your passport for a minimum of 10 working days in order to issue the visa, but this can be considerably longer. Please do not make any

international travel arrangements to depart soon after your visa interview.

11. The US department of state recommends that all visa applicants attend a visa interview in their country of citizenship or permanent legal residency. An appointment in a country where you are not a citizen or permanent residence may result in a higher risk of visa denial.
12. Participants are advised to complete visa interview formalities as soon as possible once placement is confirmed. US Embassies are very busy after 1st April, which may lead to difficulties in booking a timely interview date. Failure to book a timely appointment will constitute cancellation from the program, without refund.
13. W&T is not in control of the processing time or success of your J-1 visa application. If your J-1 visa is delayed (thus affecting your ability to travel to a camp), or if your J-1 visa application is denied/rejected, your application will be withdrawn. Please see the “Refund and Cancellation” section for more information.
14. If you are refused a visa by the American Embassy, you are required to inform W&T immediately.
15. If you hold a US Passport or Greencard, 1 to 14 do not apply to you.

VISA REGULATIONS WHILE IN THE USA

1. You are permitted to enter America no more than 30 days before the program start date on your DS2019. This is termed as a “Grace Period”. You are not permitted to work during this time. Upon successful completion of your program, you have a further grace period of 30 days to depart America, during which you are not permitted to work. Overstaying this period is illegal and may impact your ability to travel to America in the future.
2. Your visa sponsor is required to maintain your visa sponsorship status in the SEVIS system. They have a right to end your program at any time if you fail to comply with program requirements – this includes once your visa has been issued.
3. You are required to bring your original DS2019 with you to the US. If you lose or have your DS-2019 damaged or stolen, you must inform W&T of this. A fee of €50 will be incurred for replacement.

REFUND AND CANCELLATION POLICY

1. The application deposit is non-refundable except in the case that you are not accepted onto the program after an interview.
2. Should you withdraw from the program, refunds are decided at the absolute discretion of W&T.
3. Should you withdraw from the program after a placement has been offered you will be liable for the full costs of any flights purchased in your name.

4. If you post anything inappropriate on the internet or social media or break any of the camp, province or local authority rules during your camp program (including time-off), W&T reserves the right to cancel you from the program without refund.
5. If you are not offered a placement at camp by 30th June 2020, your application will be withdrawn, and a refund will be issued. All your fees are refundable. Turning down placement (other than through the camp employer not matching the availability listed on your application) negates this policy and any refunds are at the absolute discretion of W&T.
6. If changes to your availability, your application, or any failure on your part to comply with your obligation, including (but not limited to) failure to meet document your payment deadlines, or any other factors, affect the ability of W&T to find you, or for you to keep a placement, W&T reserves the right to withdraw your application from the program and your fees will be non-refundable.
7. If you have not obtained your J-1 visa (delayed/rejected/denied) by your contracted start date or 15th June 2020 W&T reserves the right to withdraw your application without refund.
8. If you or a member of your immediate family (parents or siblings, not including grandparents) experiences a life-threatening illness or death, prior to your departure to camp, written documentation must be submitted to W&T within 14 days and any refunds are at the absolute discretion of W&T.
9. No refunds will be given if your application is withdrawn due to exacerbation of pre-existing medical conditions.
10. Any fees you incur for third party services or other costs associated with the program (but not inclusive in the program fee) are not refundable by W&T.
11. W&T reserves the right to withdraw your application, without refund, if unable to make contact with you at the contact details provided, if you are late with any paperwork or payments, or in any circumstances where W&T is unable to obtain required information from you.

TRAVEL TO AMERICA

If you hold a current US Passport or Greencard you must use this for travel to America

1. You are responsible for the cost and arrangement of your transportation to the Irish airport from which you will depart to America, as well as any transportation costs and arrangements upon your return from America.
2. Your camp, through W&T, will inform you of your onward travel arrangements from your arrival airport in America to your placement location.

3. You are responsible for the cost and arrangement of your transportation to the American airport from which you will depart at the end of your stay in America.

Premium Package Participants

4. Your international flights (economy class) to America will be arranged by W&T will be based on your placement "arrival date" and the American airport specified by your camp. Due to availability of flights, you may be required to travel to America up to 2 days in advance of your camps agreed "arrival date"
5. You are required to provide W&T with a requested return date to Ireland for flight booking purposes. Return flights will be booked on the date requested (provided that they are within your 30 day grace period) subject to availability.
6. All flight requests are due within 48 hours of your placement. Any increase in airline fare, or additional hostel accommodation cost incurred by W&T, due to a delay in booking, will become your responsibility, at the ultimate discretion of W&T, if the delay is a result of you not;
 - a. Providing your flight request within 48 hours
 - b. Submitting a required document (placement contract, medical form, passport copy, police check)
 - c. Paying any outstanding fees
7. All international flights will be booked based on:
 - a. Departure from and return to Dublin (OR another Irish airport selected by you – surcharge may apply)
 - b. Arrival to the American airport specified by your camp (surcharge may apply if outside New York/Boston)
 - c. Departure from the same airport
8. Any surcharge incurred by your selection of departure airport from Ireland, date of return or departure from America, must be paid at the time the request is made and is subject to availability.
9. If for any reason you cannot make your scheduled departure flight to America, you are required to notify W&T as soon as possible prior to the flight.
10. Any changes to your international return flight from America are based on airline availability and will incur a flight change fee, for which you are responsible. You are also responsible for making any date changes following the directions on your flight itinerary.

11. Airlines reserve the right to change flight schedules and ask that you confirm your flights 48 hours before departure or return flight. Missed flights or delays due to change of flight schedule information are not the responsibility of W&T, though we will communicate any changes in flight information where possible.

All participants

12. You are responsible for travel costs after camp including transportation, accommodation and food. This includes travel costs to your American departure airport for your return flight home or onward international travel.

SUMMER CONTRACT

1. Your camp will set your contract dates at camp. You are required to honour the entire amount of time for which camp has contracted you. You will be asked by the camp to sign a contract and you agree to sign that and hold W&T harmless from any claims that may arise as a result of your failure to then perform its terms and conditions. Your contract with camp will be offered on an “at-will” basis as defined under American labour law. You must submit a signed copy of your contract to W&T within 14 days of placement, or by the final deadline of 30th June 2020 (whichever is earlier), and you authorise us to ask your camp to supply a copy.
2. You are required to complete a 9 week period with your camp. Any requirement to work longer than 9 weeks should be confirmed with your camp director prior to the start of your placement. Your visa sponsor, IENA, is required by American law to keep your SEVIS record updated. You are therefore required to keep IENA and W&T informed of any changes to your placements re: length of placements.
3. Your pocket money (stipend) is determined by your camp and will be specified in your camp contract.
4. Under American law, camps are required to deduct an average of 10% of your earnings as tax.
5. The responsibility of the camp to you is limited to housing, food and pocket money (stipend) paid to you by the camp.
6. While at camp you agree to carry out your employment duties and other responsibilities to the best of your ability and with due respect. You agree to cooperate fully with those supervising the program on behalf of W&T, and you agree to abide by any instructions they may give.
7. Failure to complete your camp contract, for whatever reason, will result in the cancellation of your J-1 visa. Your sponsor will notify you of the date by which you need to leave America. Without prejudice to any other claims W&T may have, you will be responsible for any flight change fees and will be liable for any fees that would otherwise be paid by your camp to W&T. Furthermore, if departure from camp (due to failure to complete your camp contract for whatever reason) is within 14 days of your arrival to camp, you will be responsible for reimbursing W&T for any flight surcharge fees otherwise paid by your camp. W&T will invoice you for the monies owed and payment is due within 30 days of issuance of the invoice. In the event that any invoice is not paid within 30 days of issuing, all costs incurred in recovering the outstanding balance will be added to that which is outstanding, including recovery agent costs, repossession costs, location search costs, process server costs and solicitor costs on a solicitor/client basis.
8. Your time-off during the summer will be in compliance with your camp’s policy.

9. You are responsible for your own personal expenses before, during and after your contract, including transportation back to your departure airport in America.
10. Participants are required to meet all requirements of the US Department of State. This will include, but is not limited to, performing a monthly online "check-in" with your sponsor.
11. You agree to abide by all lawful rules and reasonable expectations of W&T herein, and of the camp in which you are placed. Participants are advised that camps have a strict alcohol/drug policy. This is a zero-tolerance policy. Camps will also have no smoking policies that may extend to local towns, as well as campgrounds. Most camps operate a curfew requiring you to return to camp by a deadline when on time-off. If you break any of these rules, you will be required to leave camp immediately and will be responsible for your own costs and for any cost incurred by W&T through non-payment or reduced fees by the camp. It is illegal to buy, consume, or be in possession of alcohol under the age of 21 in America.
12. W&T considers children and young people to be individual and valuable members of society, who have an unconditional right to be treated with dignity and respect. As such, they should be fully protected against any exertion of inappropriate power, whether sexual, physical, or emotional. Relationships with campers, or with anyone under the age of 18, are strictly forbidden. This is a zero-tolerance policy. W&T will fully support any action taken against perpetrators of abuse.
13. You understand that you will be living with other staff and/or campers in a cabin, tipi, tent or dormitory accommodation, and that you may experience little or no privacy on a regular basis. You will be on-duty for long hours every day (except days off).
14. You are aware that your placement is based upon the information regarding your skills, which you provide in your online profile along with any details you provide directly to your camp during an interview. Failure to comply with the policies of your camp, or an inability to perform to the level you have previously disclosed, may result in termination of your placement contract and/or this contract.
15. W&T does not own or in any way assume responsibility for the operation of the camp at which you are placed. The running of each is solely at the discretion of its owner and/or director. As a consequence, W&T cannot, and does not accept liability for any decisions or actions, of whatever nature, made by, or on behalf of the camp owner and/or director. If you consider that you have any loss, injury or damage whatsoever, as a result of any such decisions, actions or remissions, your right to recourse lies with the camp. Your acceptance of a placement is specifically conditional to this.
16. In order to provide our service of placement at camp, we will share your personal data with the camp(s) you go on review with and are placed at. This is only for purpose of placement at host businesses.
17. Should you be unable to complete your contract due to personal illness or death, or the illness or death of an immediate family member (parents or siblings; not including grandparents), W&T

may, in its absolute discretion, waive any portion of fees otherwise owed by you to W&T for the incomplete summer camp contract. Official documentation showing reasons for your early return must be submitted before any reduction of the fees owed will be considered.

MEDICAL AND TRAVEL INSURANCE

1. W&T provides you with up to 123 days of medical insurance, beginning on the date you depart for America. The insurance does not cover pre-existing medical/mental conditions (any chronic condition or condition for which you have had treatment/changes to medication, in the 36 months prior to departure to America) and participants over the age of 65. By participating on our program, you acknowledge that you have read the policy, understand it's limits, and you also recognise you have the right to purchase your own insurance independently.
2. W&T offers a travel insurance upgrade policy that covers personal liability and loss or theft of baggage, valuable or personal property.
3. If you will be in America for more than 123 days you must purchase an insurance extension. The Medical Insurance policy is subject to change dependent on the policy provider.
4. Prior to your departure to America you must select your policy type and insurance dates in the insurance section of your online profile. Any upgrade or extension of the standard or upgraded policy will incur a surcharge, which must be paid at the point of purchase. If you fail to complete your insurance request prior to your departure for America, you will automatically be issued medical insurance only on the start date of your camp contract to the day after your camp contract ends. You agree to pay additional fees which may be incurred, should the automatically assigned cover run beyond 123 days.
5. If you have any pre-existing medical/mental conditions or take any medications, you must declare this on your online application should we feel your condition(s) may affect your safety and ability to complete your summer contract. We advise you to speak to W&T directly regarding alternative insurance coverage.
6. Please be advised that in the case of a pre-existing medical condition, you may still be accepted to the program, and ultimately to camp (for example, diabetes). In this case you will be required to provide proof of your own insurance, that must be vetted and approved by W&T, to ensure it meets the minimum requirements set down by the State Department. We advise you to speak directly to W&T regarding alternative insurance coverage.
7. Your insurance policy has an excess/deductible, which you will have to pay on any qualifying claims.
8. By agreeing to these Terms and Conditions you agree that W&T can take any required action regarding your health and safety without incurring any liability or expense. This may include but is not limited to: your placement in a hospital, use of doctor's service, and transportation to your home country at your own expense.

EMERGENCIES WHILE IN AMERICA

1. You understand and accept that W&T or IENA or their affiliates or agents may, without liability or expense to themselves, take whatever action they deem appropriate with regard to your health and safety and may place you in a hospital for medical services and treatment or, if no hospital is readily available, may place you in the hands of a local medical doctor for treatment. You undertake to reimburse us, our agents or the summer camp in which you are placed, for any expenses incurred by us or them in taking any action reasonably considered necessary in the interest of your health and safety, which is not covered by the medical insurance policy. If deemed desirable by W&T, IENA or its agents, you authorise them to transport you back to your country of origin at your own expense.
2. You agree to waive and release W&T, IENA, its affiliates, agents, and employees from any claims whatsoever arising from any injury, loss, damage, accident, delay or expense resulting from events beyond its control, including without limitation; acts of God, acts of war, strikes, incidents of politically motivated violence, terrorism, sickness or quarantine government restrictions or regulations, and in the absence of gross negligence (or negligence in the case of personal injury) by W&T, arising from the use of any vehicle or from any act of omission by any agent or employee or guests of the participating camp, individual, firm or company in relation to transport to, from and within America or another facility or service on your behalf.
3. By agreeing to these Terms and Conditions you will be providing your consent to the release of your personal information (which may include sensitive personal information) to relevant third parties in an emergency. You also authorise any medical provider to release information regarding your condition to camp or your insurance provider/emergency services. This includes, but is not limited to, all information supplied on application and medical forms. You also consent to W&T, IENA, your camp, or insurance provider/emergency services to contact your next of kin or nominated emergency contact.

DATA PROTECTION

1. In order to provide the W&T services to you we will need to collect, use, and disclose your personal information to third parties, which may include transferring it outside of Ireland. In particular, we will need to share your information, by electronic and physical means, within and between W&T, IENA (as your visa sponsor), independent camps, US employers, government departments (in America and Ireland), insurance providers, and other relevant suppliers for the purpose of seeking or securing seasonal work/placement for you in America.
2. You may be required to disclose sensitive and personal information to us, for example, the medical and criminal record checks during the application process, If you do, we will use that information for the purpose(s) for which the information is collected. We may also collect and use your sensitive personal information where there is a legal basis to do so with your consent.

3. By applying to W&T for seasonal work/placement, you consent to your image and any comments, photos, and videos uploaded to the W&T website or taken at W&T events or on camps, to be used by W&T for marketing and publicity purposes.

GENERAL

1. You agree to W&T processing and using your personal data and sharing that data with camps, resorts, regulatory authorities and also with its sister companies, third party authorities with whom W&T shares data for marketing purposes and also all companies and organisations involved in the J-1 visa application process. You consent to your image and any comments, photos and videos uploaded to a W&T owned website or taken at a W&T event to be used for marketing purposes.
2. W&T will have the right to terminate this agreement in the event that you breach any of your obligations and termination will result in the loss by you of all fees paid and also render you liable for potential damages arising from that breach.
3. You are required to leave America at the end of your J-1 visa grace period or by the departure date indicated to you by the American immigration service on your arrival into the country.
4. W&T shall be entitled to assign the benefit or part of this agreement to any third party but shall remain primarily liable for the obligation hereunder.
5. Nothing in this agreement shall constitute you as the agent of W&T.
6. Nothing in this agreement shall be deemed to constitute a partnership or joint venture between the parties hereto.
7. You accept full responsibility for your own actions as an adult during the summer and during any post-camp travel.
8. This agreement together with all documents referred to herein constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements in regard thereto.
9. This agreement cannot be amended, superseded, cancelled or any of its terms and conditions waived except by an agreement in writing signed by authorised representatives of both parties or in the case of a waiver signed by an authorised representative of the party waiving compliance and specifically referring to this agreement.
10. If any of the provisions of this agreement are to become to any extent or in any circumstances invalid or are ruled illegal or deemed unenforceable for any reason under the current applicable law from time to time, then to the extent or in those circumstances it is the intention of the parties that this shall not affect the validity or enforceability of this agreement or of any of the provision in question shall apply with such deletion or modification as may be necessary to make it valid provided that the operation of this clause would not negate any commercial intent and the purposes of the parties under this agreement.

11. This agreement shall be governed by and construed in accordance with Irish law, and you submit to the exclusive jurisdiction of the Irish courts in relation to all disputes relating to this agreement. W&T submits to the non-exclusive jurisdiction of the Irish courts in relation to all disputes relating to this agreement and shall be entitled to commence proceedings against you in such other jurisdictions as are appropriate.
12. You agree to abide by all lawful rules and regulations of W&T and of the camp in which you are placed and to fully indemnify and hold W&T completely harmless from and against any liability, obligation, loss, and expenses including court costs and legal fees incurred by W&T, your camp/ resort or a third party resulting from any injury, loss, property damage, or expenses that you directly or indirectly cause or to which you contribute.
13. W&T and its affiliates, agents and employees shall not be liable for claims or costs whatsoever that arise from injury, loss, damage, delay, accident, or expense resulting from events beyond W&T control including (but not limited to) natural disasters, acts of war or terrorism, strikes, incidents of politically motivated violence, sickness or quarantine, government restrictions or regulations, or transportation accidents.
14. Any notice given under this agreement shall be in writing and shall be deemed duly if signed by or on behalf of a duly authorised officer of the party giving the notice and if sent by first class post or delivered by hand or sent by facsimile transmission to the address of the recipient set out at the beginning of this agreement or such other address as the recipient may notify from time to time. Any such or other communication shall be deemed to be given;
 - a. By post on the day (not being Sunday or public holiday) falling 48 hours after the date of posting
 - b. If served by hand at the time the same was handed to or left at the address of the party to be served; and
 - c. In the case of facsimile transmission at the time of transmission,

and in providing service of the same it will be sufficient to prove in the case of a letter that such letter was properly stamped, franked, addressed and placed in the post and in the case of a by-hand delivery that such letter was delivered to the proper address and in the case of a facsimile transmission was duly transmitted to a facsimile number notified to the other party for this purpose.

By Signing this agreement, I _____ agree to adhere to all sections within.

Signed: _____

Date(dd/mm/