

## **TERMS AND CONDITIONS FOR PARTICIPANTS**

This Agreement is not and shall not be construed as a contract of Employment.

Nothing in this agreement will amount to any guarantee of a place at any Camp.

### **1. Application**

1.1 To apply to the programme, the fees set out in Schedule 1 are payable.

1.2 Upon acceptance onto the JCUSA program and payment received, the Participant will benefit from the following:

- Advice and guidance throughout the year
- Mandatory Orientation days prior to departure to the USA.
- DS2019 and SEVIS
- Assistance in obtaining a visa
- Emergency 24/7 support whilst at Camp
- Travel and medical insurance for your camp contract, up to a maximum of 77 days

1.3 The following third-party fees will also be payable by the Participant:

- J1 visa embassy appointment
- Return flights
- Travel to and from mandatory events
- Fees for medical forms if required by Camp

If the Participant is a Direct Placement (already has a position at camp), there is \$150 JCUSA fee which includes medical and travel insurance (see point 7 for more information on this).

1.4 The Participant will provide JCUSA with 3 independent, professional references. The consent of all referees must be obtained when submitting their details.

1.5 The completed application, interview, references, background check will determine eligibility for a place at Camp.

1.6 The Participant will inform JCUSA of any changes in their circumstances, from the date of application for a place on the Programme, to the date their contract with

Camp ends. Any false, misleading or withheld information will be grounds for immediate termination from the programme without refund.

1.7 JCUSA will interview the prospective Participant to assess their skills and experience.

1.8 If successful, following interview JCUSA will contact the Participant.

## **2. Data Protection**

2.1 Information collected during the application process will be limited to that which enables JCUSA to carry out the interview successfully.

2.2 Information collected as part of the application will be shared with Camps which JCUSA determines would be suitable. Camp will not be entitled to share such information with anyone other than members of their hiring team and in accordance with our GDPR policy which is available on request.

2.3 JCUSA will only share personal information with relevant third parties where legal requirements can be met.

## **3. Background Check**

3.1 All current and spent (expired) arrests, cautions, warnings, reprimands and convictions must be declared. In the event such details are disclosed, JCUSA will assess whether the application and J1 visa can proceed.

3.2 JCUSA reserves the right to terminate, without refund, any application by an individual with any convictions, cautions or other criminal history.

3.3 The Participant must provide JCUSA with an up to date background check and take this to camp.

3.4 If a further background check is required due to local state regulations, this will be undertaken through Camp.

3.5 Any additional fees incurred as a result of any disclosure will be payable by the Participant.

#### **4. J-1 Visa Process**

- 4.1 If the Participant has a US passport or US Green Card, they will be obliged to travel on these documents.
- 4.2 Once JCUSA has received the signed contract, (including the contract from the Camp), the Visa process will commence. All Participants are to obtain a J1 Visa before leaving the home country, JCUSA will provide all participants with instructions as to how to obtain a Visa.
- 4.3 JCUSA is not responsible for payment of any SEVIS fee.
- 4.4 The Visa appointment must be booked within a week of the instructions being sent to the Participant.
- 4.5 All information requested by JCUSA for the Visa application must be provided and must be correct. Any costs incurred as a result of changes required or loss of or damage of paperwork, shall be payable by the Participant.
- 4.6 The Participant is required to book and attend their Visa appointment at the US Embassy. JCUSA will provide the original documents (DS2019 and SEVIS) required for the US Embassy J1 visa appointment.
- 4.7 No refund will be paid if a visa is refused.
- 4.8 If the Participant does not attend Camp for whatever reason, they shall return all visa documentation to the JCUSA office.
- 4.9 If any Department of State and/or sponsor rules are breached, JCUSA/the visa sponsor will be authorised to terminate visa early.
  - 4.9.1 A visa sponsor is a partner, based in the US who JCUSA works with to gain the visa supporting paperwork. They help Participants before, during and after the program.

#### **5. Your Summer Camp Contract**

- 5.1 If the Participant is successful at the JCUSA interview they will be offered a place at a Camp.
- 5.2 A Camp director will interview the Participant. This will be face to face or online

5.3 The selection process for Camps is open until May.

5.4 Once a place is offered, the contract is between the Participant and the Camp.

## **6. Travel to the USA**

6.1 The Participant shall be wholly responsible for their own travel plans and will send JCUSA their travel itinerary. If this information is not received within a month of receiving the Camp contract, JCUSA reserves the right to inform Camp and withdraw the Participant from the programme.

6.2 JCUSA will provide instructions regarding travel to and from Camp at least 1 week before travelling. If the Camp are not collecting the Participant from the airport, clear instructions will be given as to how to get to Camp.

6.3 JCUSA is not responsible or liable for any changes, cancellations and/or costs incurred for any international, in-transit, domestic, travelling and/or transfers at any time.

## **7. Medical and Travel Insurance**

7.1 If the Participant has a US passport or US Green Card, they will be obliged to arrange their own medical insurance.

7.2 JCUSA provides fully comprehensive medical insurance beginning 48 hours prior to the departure for Camp covering the duration of the camp contract, up to 77 days, with Esecutive. This insurance does not cover any Pre-existing medical conditions during the 36-month period prior to departure for the USA.

7.3 If the Participant's camp contract will be more than 77 days, they will be required to purchase an insurance extension to cover the entire camp contract. An extension cost of \$4.08 USD per day over the 77 days, will be payable to JCUSA and this is non-refundable in all cases.

7.4 If the Participant wishes to have the cover for the duration of their travel before and/or after camp, the Participant should inform JCUSA of the length of travel and an extension cost of \$4.08 USD per day, will be payable to JCUSA, and this is non-refundable in all cases.

7.5 Any pre-existing medical conditions or regular medication must be declared on the participant's JCUSA application.

7.6 Any excess/deductible, will be payable by the Participant on any qualifying claims.

7.7 If the Participant leaves camp or gets asked to leave camp early, the insurance policy will end the following day.

## **8. Summer Contract**

8.1 Successful Participants will be sent a contract which will state the dates of employment and agreed pay. The contract must be signed and returned to the Camp and to JCUSA via email within a week of receipt.

8.2 Participants pay is set by the Camp and will be specified in the contract. JCUSA set the **minimum** amount of \$2000 USD, which the Camp must pay for the contract period.

8.3 JCUSA is not responsible for recovering any unpaid payments.

8.4 The Participant is responsible for payment of tax whilst in the USA and shall attend the social security office. JCUSA is not responsible for any part of this process.

8.5 JCUSA cannot not accept liability for any decisions or actions made by the Camp.

8.6 In the event that a Camp cancels a contract prior to the start date, no refund or compensation will be payable.

8.7 If Camp decides to terminate a contract prior to the end date, the Participant's shall cease to be on the JCUSA programme. JCUSA will not be responsible for any costs incurred as a result.

8.8 If a contract is cancelled by Camp and the visa is terminated or cancelled, the reasons for termination can be shared with team members and visa sponsors within JCUSA, having regard to our GDPR policy.

8.9 If the Participant leaves Camp or is asked to leave early, JCUSA will not be responsible for any travel arrangements. Participants will provide JCUSA with an updated flight itinerary.

## **9. Refund and Cancellation Policy**

- 9.1 No refund will be payable in the event that the Participant is unsuccessful following any JCUSA or Camp interview, background check, J1 visa appointment, or if they decide to withdraw from the programme for any reason.
- 9.2 No refund will be payable in the event that a Participant is unsuccessful at first interview.
- 9.3 If the Participant withdraws from the programme after acceptance of a place at Camp and visa documents have been issued, or a visa is denied, they will be liable to pay the visa costs of \$100. A further \$50 will be payable if the DS2019 form is not returned to the JCUSA office.
- 9.4 If the Participant leaves camp early, or gets asked to leave camp early, \$50 will be payable to JCUSA.
- 9.5 No refunds will be payable by JCUSA under any circumstances including but not limited to: any events beyond JCUSA's control, the Participant withdrawing from the programme for any reason, Camp being cancelled, natural disasters, acts of war or terrorism, strikes, incidents of politically motivated violence, sickness or quarantine, pandemics, government restrictions or regulations or transportation accidents.

## **10. General**

- 10.1 If the Participant fails to complete any part of the JCUSA preparation or is in the opinion of JCUSA unlikely to participate fully in the programme, they may be withdrawn from the programme.
- 10.2 Participants are required to attend orientation events prior to the commencement of their contract. All costs incurred shall be paid by the Participant.
- 10.3 Participation in the JCUSA programme begins from the initial application to the end of the Camp contract
- 10.4 In the event of any dissatisfaction, all complaints should be sent to JCUSA via email by October 30th in the year the Participant applied for or participated in the programme.
- 10.5 If the Participant wishes to return to Camp for another year, they are required to do so within the JCUSA programme.
- 10.6 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be

deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

- 10.7 This agreement and the rights and obligations of the parties shall be governed by, and construed in accordance with, the laws of England and Wales, and each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales.
- 10.8 The Participant shall abide by all applicable laws and fully defend, indemnify JCUSA and its officers, directors, employees, agents, successors and permitted assigns from and against any claims, liability, obligation, loss and expenses including court costs and legal fees incurred by the Participant or a third party arising out of or resulting from bodily injury, death of any person or damage to real or tangible, personal property resulting from the wilful, fraudulent or negligent acts or omissions of the Participant.
- 10.9 JCUSA and its' affiliates, agents and employees shall not be liable for refunds, claims or costs whatsoever arising from any injury, loss, damage, delay, accident or expense resulting from events beyond JCUSA's control including (but not limited to) natural disasters, acts of war or terrorism, strikes, incidents of politically motivated violence, sickness or quarantine, pandemics, government restrictions or regulations or transportation accidents.

SCHEDULE 1 – FEES

First time participant:

<b>i.</b> <b>\$50</b>	Due within 10 days of your JCUSA interview taking place
<b>Total</b>	<b>\$50</b>

If you already have a role confirmed at a camp then your total JCUSA fees will be \$200.

If the Participant leaves camp early, or gets asked to leave camp early, an additional \$50 will be payable to JCUSA.

Returning participant:

<b>i.</b> <b>\$150</b>	Due within 10 days of place confirmed with camp
<b>Total</b>	<b>\$150</b>

I verify that I am currently at least 18 years old. I confirm that I have read, understood, and agree to abide by the terms and conditions set out by JCUSA. I agree that all information given to JCUSA is 100% correct. I allow JCUSA to send me information and updates via email. I also allow JCUSA to forward my name and email address to other Participants at the same Camp. I allow photos to be taken of me at events, orientation and/or at my Camp to be used for advertising purposes.