

2009 TERMS & CONDITIONS

American Work Experience • 335 Greenwich Avenue • Greenwich, CT 06830 • USA
Phone: (+203) 661-9352 • Fax: (+203) 869-6491 • E-mail: info@aweusa.com • www.aweusa.com



- 1) In this document, 'AWE' is American Work Experience; 'Applicant' is the person making an application to join the AWE Programme; 'Representative' is the independent contractor who is appointed by AWE to assist in the administration of the AWE programmes in specified countries; 'Participant' is an Applicant who has a confirmed placement; 'Employer' is the person or persons providing the Placement; 'SWT applicants' are applicants for the Summer Work Travel programme; 'Self Arranged Job Option Applicants' are persons finding their own jobs in the U.S.; 'Placement Option Applicants' are persons requesting AWE to find them a job in the U.S.; 'Returning Applicants' are students who have participated in a J-1 programme before; 'Camp Programme Applicants' are applicants who apply for the Camp Programme; and the 'Application' means the '2009 AWE Programme Application form'.
- 2) To attend an interview, at your own expense, and present to the Representative a fully completed Application, the AWE First Deposit (non-refundable) of US\$200/UK£100, valid and verifiable reference(s) and your international passport for inspection. Ensure that information given in the application completed by you is honest and accurate.
- 3) By attending the interview you are making a formal application to join the AWE Programme and if you subsequently fail to provide any documents or forms as requested by either your Representative or AWE on or by the requested dates/deadlines, this will constitute cancellation from the AWE Programme and you will forfeit all deposits paid.
- 4) Subject to receiving notification from your Representative or AWE of your provisional acceptance by AWE, if you have not presented your international passport (which must be valid for at least six months after your anticipated departure date from the U.S.) to your Representative for inspection at the time of interview, that you will do so within 6 weeks of submitting your Application. In addition, you agree to provide a Medical Report at your own expense (this applies to all applicants, without exception) by 30 April 2009, and that by making your application, you agree to allow AWE to undertake a background check (at AWE's expense) on your suitability to work in close proximity to young people.
- 5) Your completed Application is sent by the Representative to the AWE European Office for assessment and then, subject to acceptance, to the AWE Placement Office in the U.S.. Even if the Representative accepts your application, this does not guarantee it will be accepted by AWE. All placement-related decisions are made in Europe.
- 6) There is no guarantee that an employer will offer you a position, or you will be issued a DS2019. If a position cannot be found, you will be informed by your Representative, as soon as possible (no later than 25 June 2009 or for Winter Programme applicants, 30 December 2009).
- 7) If a placement is found or confirmed, AWE will immediately e-mail your Representative informing them that your 'Offer of Placement Letter' is ready, and which will contain details of your Placement, dates of employment and other information. The Offer of Placement Letter contains job information provided by the employer. Any questions or discrepancies must be discussed directly with the employer. AWE is not responsible for errors in the Offer of Placement Letter. Once you sign your Offer of Placement Letter, you will contact your employer by any suitable means, within 5 days of receipt of this information to confirm your acceptance of their offer, job details and get additional information (including travel directions) of your employment.
- 8) You will be required to make a decision on your acceptance of this placement within 5 days from the date of the e-mail. If you accept the placement, you agree to complete, sign and return the 'Offer of Placement Letter' to your Representative within 5 days, together with (if you are a student) proof of your student status for the 2009/10 semester and to pay the Sponsorship Fee within 10 days of your acceptance of the 'Offer of Placement Letter' (contact your Representative in your country for the 2009 Sponsorship Fee amount). For 'Offer of Placement Letters' sent out by e-mail after 1 May 2009, all payments must be made within 5 days of the date of the acceptance of the 'Offer of Placement Letter'. The AWE Employment Agreement form (for those on the Self-Arranged Job Option) must be submitted to the AWE U.S. office at least 1 month before you depart to the USA. It must be faxed or sent directly from the employer. Failure to do so will result in your visa being cancelled and loss of all fees paid to AWE.
- 9) Once you have agreed to the Placement and signed the 'Offer of Placement Letter' and you wish to change your placement, an Amendment fee of US\$150 will be charged if the DS2019 has already been issued by AWE. There is no guarantee that a change of placement will be available.
- 10) AWE fees must be paid in full, including all bank fees, bank charges and bank transaction fees. Upon receipt of all the AWE fees, AWE will dispatch the 'Placement Package', which will contain the DS2019 form required for the application for the J-1 visa. Unless local U.S. Embassy conditions prevent you from doing so, you are required to make your visa application at the nearest U.S. Embassy or Consulate within 10 days of receiving the DS2019. U.S. Embassies impose a visa-issuing fee and also a SEVIS fee which you are responsible for (check with the U.S. Embassy in your country regarding current applicable Embassy fees).
- 11) Camp Programme Applicants are required to pay a Loyalty Bond of US\$600 (if applicable) and this Loyalty Bond will be repaid to you in full, without interest, upon returning to your home country after successfully completing your Placement and without violation of your visa status during your stay in the U.S..
- 12) You are required to inform both your Representative and AWE by using the designated web form at www.aweusa.com of the visa result within 48 hours of the decision. Failure to comply with either of these requirements may result in your DS2019 being withdrawn or cancelled and forfeiture of fees paid.

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- 13) You cannot participate on the programme without a J-1 visa stamped in your passport and a valid DS2019 form. Failure to take your DS2019 to the U.S., will result in an additional payment of \$100 to AWE for a duplicated DS2019.
- 14) Camp Programme Applicants are required to complete a 9-week assignment, or such other period as may be notified to and agreed by you in your 'Offer of Placement Letter' and that if, through no fault of your own, your initial placement is unsuitable, AWE will do its best to find you an alternative placement enabling you to fulfill your commitment, provided that your employer recommends you for further employment.
- 15) Camp Programme Participants should collect reimbursement from your camp employer for transportation (i.e. bus or train) from the nearest international airport to your camp. SWT participants are responsible for their own travel arrangements and travel costs to their place of employment.
- 16) Camp Programme Participants arrange for payment of pocket money as detailed in your 'Offer of Placement Letter', upon completion of your contracted dates.
- 17) You are aware that camps are charged a fee in respect to the administrative costs associated with organising the AWE programme. This fee is charged in all circumstances without exception and applies equally to all Camp Programme Participants.
- 18) SWT Applicants and Camp Programme Applicants who fail to report to the agreed employer stated in their Placement Information Package from AWE will forfeit all deposits paid to AWE, your Medical Insurance will become invalid, your J-1 visa will be cancelled, the U.S. Department of State will be notified and you will become an illegal alien liable to arrest and imprisonment. This also applies if you fail to complete your assignment and/or engage in conduct that in the opinion of AWE is deemed detrimental to the programme—or breaks any U.S. laws or regulations. In addition, your referees will be notified and you, your parents, or guardian will be liable to pay up to US\$1000/UK£500 to cover costs incurred by AWE and any additional costs incurred to enforce this agreement.
- 19) Your medical insurance is requested when AWE receives your visa result and flight details (via the AWE website: www.aweusa.com) at least 10 days before you depart for the U.S.. Failure to send this information could result in you having to pay for any medical fees until AWE receives this information. Your medical insurance is only valid for the dates printed on your DS2019. If you wish to extend your medical insurance an additional month, please contact AWE for more information.
- 20) Upon your arrival in the U.S. you have 10 days to contact AWE with your U.S. living address via the AWE website: www.aweusa.com or other methods (see section 21). Upon providing your U.S. address, your medical insurance will be fully activated. If you do not follow these procedures, you may be responsible for full payment of any medical fees.
- 21) U.S. Department of State regulations require the holder of an exchange visitor J-1 visa to provide contact details to AWE at all times during their stay in the U.S.. Failure to inform AWE of your living address and contact information in the U.S. upon your arrival and/or a new employer will result in your visa status being jeopardised. If you fail to provide your U.S. address 10 days after your arrival in the U.S. or 30 days after your start date on your DS2019, your status in the SEVIS system could automatically change to INVALID and or NO SHOW and any request for your status be corrected to ACTIVE, will incur a \$250 fee.
- 22) To check with the appropriate U.S. Embassy concerning the regulations that will apply for your proposed departure and length of stay; (i) that the maximum validity of the J-1 visa to be issued by AWE cannot exceed (4) months; (ii) that you are required to abide by the current regulations relating to the J-1 exchange visitor visa and to leave the U.S. at a legal and appropriate date; (iii) that you will ensure that you have adequate Medical Insurance for the complete duration of your visit.
- 23) All cancellations/requests for refunds must be made to the AWE U.S. office by recorded delivery mail, no later than 15 July 2009. Any cancellation, if eligible, received after 15 July 2009, will not be considered for refund until 15 December 2009.
- 24) If a DS2019 has not been issued and you wish to cancel for any reason, you will lose the AWE First Deposit (non-refundable) of US\$200/UK£100 and owe AWE and additional US\$200/UK£100. If a DS2019 has been issued and you are unable to participate due to visa refusal or documented medical conditions, you will be entitled to a refund of deposits and fees paid to AWE, less the AWE First Deposit (non-refundable) of US\$200/UK£100. If a DS2019 has been issued and you wish to cancel from the programme for other reasons than those indicated above, you will not be entitled to a refund of deposits and fees paid to AWE. If AWE is unable to find you a Placement (for those applicants on the Placement Option), the First Deposit will be refunded, less an Administration Fee of US\$100/UK£50. All applicants who are refused a visa must complete the 'Visa Result' web form at www.aweusa.com within 5 days of the refusal, otherwise they will not be refunded.
- 25) Self-Arranged Job Option Applicants who do not provide AWE with a verifiable job offer by 30 April 2009 may be cancelled by AWE and will not receive a refund. In addition, if they change to other AWE programmes and a placement cannot be found, then they will not receive a refund.
- 26) Refunds, based on the above conditions, will be made upon receipt of the AWE cancellation form, DS2019 (including the visa denial letter from the Embassy) and proof of medical condition and medical letter or certificate (which must be translated into English).
- 27) Any applicant who provides documents to either AWE, their AWE Representative, or the U.S. Embassy that are found to be fraudulent will be ineligible to participate for the AWE Programme and will not be refunded any fees.

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IN ACCEPTANCE OF THESE CONDITIONS BY THE APPLICANT, AWE WILL:

- 28) Provide a list of authorised AWE Representatives on the AWE website and each AWE Representative will show their official Certificate of Representation to the applicant before commencing an interview.
- 29) Endeavour to seek or verify a suitable placement with an accredited employer, who has a successful history of working with international staff and a personal commitment to cultural exchange.
- 30) Provide you with comprehensive guidance as to how to obtain a J-1 visa and give you information relating to your work with your employer and your stay in the U.S..
- 31) Offer eligible participants two free nights' stay at a hostel in New York City at a time that is suitable for you and based upon availability at the hostel. See representative for more information about who is eligible and who is not.
- 32) Provide a comprehensive Medical Insurance Policy for your stay in the U.S., covering the validity of your DS2019, ending at midnight on the expiry date. There is a US\$50 fee deductible for each medical situation or a \$250 deductible if you go to an emergency room at a hospital. Additional insurance is required for those who have pre-existing conditions. Travel and baggage insurance is not included.
- 33) Provide a free phone number for contacting the AWE U.S. office during business hours (10.00am to 5.00pm Eastern Standard Time) and a 24-hour emergency answering service outside these hours while you are in the U.S. during the programme duration.
- 34) All refunds are issued in the Applicant's name in August 2009 in check form drawn on a U.S. bank. All bank charges are your responsibility. Winter Programme applicants receive refunds in February 2010.

IN ACCEPTANCE OF THESE OBLIGATIONS BY AWE, YOU FURTHER AGREE:

- 35) All AWE Participants are required to make your Own Travel arrangements from your Home Country to your place of employment (Camp Programme Participants - see section 15). Own Travel arrangements must be confirmed to AWE using our official web form at www.aweusa.com. If you are unable to fly on the date stated in your 'Offer of Placement Letter', you must contact your employer and AWE before you fly to the U.S..
- 36) To complete all visa requirements in accordance with the instructions provided by AWE and that it is your responsibility to ensure the accuracy of the information recorded by AWE, as provided by you and/or your Representative. If you lose or provide incorrect information, which necessitates the re-issuing of the DS2019 by AWE, you shall be liable for an additional charge of US\$150/UK£75, which must be paid prior to the re-issuance of the DS2019. If you do not pay this charge, you will be deemed to have cancelled your application and no monies will be refunded.
- 37) To comply with all vaccination and immunisation requirements.
- 38) That AWE cannot be held responsible for the processing or any delays in the processing of your visa application by the U.S. Embassy or Consulate or the processing of your U.S. Social Security number.
- 39) To abide by all lawful rules and regulations of AWE contained herein, and of the employer in which you are placed, as well as all U.S. laws.
- 40) To work for the agreed contracted period, as shown on your 'Offer of Placement Letter'. If your camp assignment is for more than 9 weeks, any extra payment should be agreed in writing directly with your Camp Director.
- 41) To carry out your duties and other responsibilities towards your employer to the best of your ability and with due respect.
- 42) To leave the U.S. at the end of your stay on or before the termination date of your visa and not attempt to return subsequently to the U.S. without complying with U.S. visa requirements.
- 43) Not to accept any form of paid employment in the U.S. before or after the dates stipulated on your DS2019. Camp Counsellors may only obtain additional employment at other camps after their camp contract expires.
- 44) That you will cooperate fully with those supervising the programme on behalf of AWE, and you abide by any reasonable instructions they may give you.
- 45) That you understand and acknowledge that you are not an employee or agent of AWE and agree not to make any representations to any third party or employee of the participating employer to that effect.
- 46) That you understand that AWE does not own or in any way assume responsibility for the operation of the business operated by the employer. The running of each is solely at the discretion of its proprietor and/or director. As a consequence, AWE cannot, and does not, accept liability for any decisions, actions or omissions of whatever nature made by or on behalf of the proprietors and/or directors of the business. If you feel you have suffered any loss, injury or damage whatsoever as a result of any such decisions, actions or omissions, your right to recourse lies against the proprietor and/ or director of the individual business. This applies equally to Participants on any AWE Programme. Your acceptance of a placement with an employer is subject to this condition.

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- 47) If you are a Camp Programme Participant, the responsibility of the employer to you is limited to housing, food, linen, the cost of transport from the arrival city in the U.S. to the camp, and the pocket money, paid to you by the camp and \$600 reimbursement towards your flight ticket to the U.S..
- 48) That it is the responsibility of all Participants to request and agree to the conditions of employment stated in your 'Offer of Placement Letter', relevant to your particular placement and that AWE cannot be held responsible for any disagreement regarding these conditions.
- 49) To indemnify AWE, its staff, Representatives and employees for any liability, obligation, loss or expense, including court costs and legal fees, incurred by AWE, the participating employer or a third party resulting from any injury, loss, property damage or expense that you directly or indirectly cause or to which you contribute in any way.
- 50) That you waive and release AWE and its agents or Representatives 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, terrorism, strikes, incidents of politically motivated violence, sickness or quarantine, government restrictions or regulations, and, in the absence of sole gross negligence by AWE, arising from the use of any vehicle or from any act or omission of AWE and its employees and agents, or any agent or employee or campers of the participating employer, individual, firm, or company in relation to transportation to, from and within the U.S., or another facility or service organised on your behalf.
- 51) That AWE or its agents, or Representatives 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 AWE, our agents or the employer with which you are placed for any expenses incurred by them or AWE in taking any action reasonably considered necessary in the interests of your health and safety, which is not covered by the medical insurance policy. If deemed necessary by AWE or its agents or Representatives, you authorise them to transport you back to your country of origin at your own expense.
- 52) That your medical insurance coverage has a limit of US\$75,000 with \$50 deductible (or \$250 deductible for emergency room visits) for each sickness or injury.
- 53) That AWE will do all in its power to bring legal charges against any Participant who engages in any illegal or inappropriate conduct including, but not limited to sexual, physical or emotional acts against people, or any other act, which abuses the trust given them while in the U.S..
- 54) If you applied to AWE through a Representative/agency, AWE cannot be held responsible for any dispute between you and that Representative/agency.
- 55) That you will have at all times, during your application process with AWE and during your stay in the U.S., a valid and active e-mail address.
- 56) Although the AWE 2009 Terms and Conditions are designed to cover the generally accepted spectrum of eventualities that would normally cause a refund request, AWE appreciates that unexpected situations, both on a local and global scale can influence and determine the structure and operation of the AWE Programme and the Applicants ability to participate. In the event that an Applicant is required to cancel his/her participation prior to departure for the U.S. and that such action is as a direct result of an official order or instruction from the U.S. or Home Country Government, all fees received by AWE will be refunded, less the first deposit (non-refundable) fee of US\$200/UK£100. If such an order is issued while the Applicant is en route to or within the U.S., whereby he/she is prevented from entering or remaining in the U.S. for the duration of the dates of his/her DS2019 (as issued by AWE), and if the order is due to an instruction received by the U.S. or Home Country Government, AWE will make a refund of US\$5 for SWT participants for each day of unused visa, up to a maximum of US\$400. The relevant days of unused visa shall be determined from the date of departure from the U.S. to the expiry date of the visa, as printed on the DS2019 when processed by AWE. For Camp Program Participants with unused visa days, the amount of refund will be limited to the total fees received from the Applicant, less the first deposit (non-refundable) fee of \$200/UK£100 up to a maximum of US\$400. Except as provided above, all AWE 2009 Terms & Conditions will apply to an Applicant who cancels from the AWE Programme for any reason.
- 57) AWE and the Applicant hereby consent to the exclusive jurisdiction of any court located within the City of Belfast in the Country of Northern Ireland and irrevocably agree that all actions or proceedings arising out of or relating to the Agreement (and all other areas not mentioned in this agreement) shall be litigated in such courts. The parties hereto each accepts for and itself generally and unconditionally, the jurisdiction of the aforesaid courts and waives any defence of forum non conveniens, and irrevocably agrees to be bound by any judgement rendered thereby in connection with this Agreement. The Applicant agrees to be bound accept service served by certified mail, return receipt requested, mailed to the correspondence address indicated on the AWE Application Form, or the Applicant's last known address, if different, such service being hereby acknowledged by the Applicant to be effective and binding service in every respect.
- 58) That these Terms & Conditions cannot be modified except in writing by AWE.