



# ASIA INTERNSHIP PROGRAM - TERMS AND CONDITIONS

These Terms and Conditions apply to all participants of the Asia Internship Program. By submitting your application, you are entering into this Agreement.

We have attempted to make this Agreement easy to read and understand by categorizing each section. These categories have been inserted for your convenience only and do not affect the legal construction or interpretation of this Agreement.

## DEFINITIONS WITHIN THIS AGREEMENT;

**“you” or “your”** means the participant.

**“we”, “us” or “our”** means Asia Internship Program.

**Agreement** means the contractually binding agreement made between us and you that is made up of the application form and the terms and conditions set out in this document.

**Commencement Date** means the date, agreed upon with you in advance, that the Program begins at the local destination.

**Deposit** means the part of the Program Fee that must be paid by you in order to secure your place on the Program prior to payment of the balance of the Program Fee, such balance being payable in accordance with Section 3 below.

**Participant** means a participant on the Program and Participants means all and any Participant.

**Placement Deadline** means the date 14 days prior to the Commencement Date.

**Program** means any internship placements offered by Asia Internship Program.

**Preference Area** means your first and second choice of industry role as established in the Phone/Skype interview during our admissions process.

**Program Fee** means the sum of the Deposit and with the remaining balance, payable by you to us in accordance with Section 3 below.

**Interview Summary** means the agreed report that outlines your expectations of the internship that is produced in collaboration with your AIP point of contact after your initial interview.

**Asia Internship Program** means ‘AIP Global Ltd.’ 121 Bangna-Trad Rd., Dok Mai, Pravet, 10250 Bangkok Thailand, Tax ID: 0105557118682



# ASIA INTERNSHIP PROGRAM - TERMS AND CONDITIONS

## 1. Our Undertakings

In return for receipt of the Program fee, we will undertake the following:

- (a) to provide you with an internship placement within the industry job role as dictated on your interview summary;
- (b) to provide contact details of local staff in case of any difficulties or problems experienced and to facilitate emergency support if necessary;
- (c) to provide furnished accommodation that meets the following minimum standards:
  - with a single bed in your bedroom;
  - with adequate bathroom, toilet and shower facilities;
  - with electricity and water for which we will cover the payment bills that does not exceed 95 USD/ 60 GBP/ 70 EUR.
- (d) to provide you with a transfer, at a time agreed between us, from the closest international airport to our accommodation on your arrival, prior to your commencement on the Program;
- (e) to provide an induction and orientation talk or document upon your arrival
- (f) to provide survival Thai course where the time and duration of the course is subject to the participant's availabilities due to internship hours. The scheduling will be at our own discretion;

Points 1(c) to 1(f) are applicable only to Standard Package in Thailand, whereby provided services are subject to change in different destinations. For the avoidance of doubt, we will only be responsible for and are only bound to provide the services and matters set out in Section 1 above. \*

## 2. Suitability of Participants

We retain all rights to reject the application of any person we deem unsuitable for our Program, at our own discretion.

## 3. Deposit and Program Fee

(a) Your Initial Deposit ("Initial Deposit") is 390 USD. The Initial Deposit is in return for a service; with the fee being solely used to reserve your position in the Program and cover certain related administration expenses. Upon receiving your Initial Deposit, Asia Internship Program agrees to place you in an internship by the Placement Deadline\*.

(b) Upon payment of your Initial Deposit you agree to fully co-operate with Asia Internship Program in its attempts to find you a placement and agree to do so until the passing of the Placement Deadline. Examples of non-cooperation include, but are not limited to:

- i. not actively working with your assigned representatives;
- ii. skipping or missing scheduled internship interviews;
- iii. not engaging in internship discussions with your Internship Coordinator;
- iv. not responding to Asia Internship Program communications within 72 hours regardless of non working days;
- v. allowing the placement process to be delayed due to missing agreed payment due dates;
- vi. refusing internships offered to you if they are your first or second choice as stated on your interview summary.

(c) Upon payment of your Initial Deposit you agree that it is your responsibility to prepare for the internship interview arranged by us. If you fail to adequately prepare for the internship interview you will lose your deposit. Failing to properly prepare for the internship interview is defined as failing one of the points below:

- i. failing one internship interview because of not properly researching about the internship company;
- ii. failing one internship interview because of not properly learning about the job position;



# ASIA INTERNSHIP PROGRAM - TERMS AND CONDITIONS

- iii. failing one internship interview because of missing the scheduled interview time without prior notice;
- iv. failing three or more interviews.

(d) If Asia Internship Program is unable to place you in an internship role in your Job Preference Area as stated on your interview summary before the Placement Deadline, you will be given the option (1) to withdraw from the Program and receive a refund of your Initial Deposit made by you ("Full Refund"), or (2) to request that Asia Internship Program continues the search process until you are placed; and if Asia Internship Program is still unable to place you within the extended time, you will receive a Full Refund. Note that the Full Refund is only applicable if you do not fail according to the conditions stated in section 3(c).

(e) If your Initial Deposit is received by us less than 8 weeks before the Commencement Date, your Commencement Date will be delayed by the number of days the deposit should have been received by (minimum of 8 weeks prior).

(f) All Program Fees must be paid in full, 21 days prior to the Commencement Date. Participants, who fail to meet this requirement, may receive none of the benefits of the Program. This includes, without limitation; placement in a confirmed Program, airport transfers, Thai language courses and accommodation.

(g) You are responsible for covering all and any charges related to foreign currency transfers and international bank payments: this applies to your Deposit, Program Fee and any other transfer to us. If you underpay your Deposit due to not covering foreign currency transfers and international bank payments, you will make up the balance when you pay the Program Fee.

(i) AIPx fees are to be paid together with your Initial Deposit.

(j) If you apply for Singapore, you have to provide proof of acceptance for the Work Holiday Program. If your proof of acceptance is received by us less than 8 weeks before the Commencement Date, your Commencement Date will be delayed by the number of days the deposit should have been received by (minimum of 8 weeks prior).

## **4. Request to Cancel, Vary Participation on the Program and Refunds**

(a) If you wish to withdraw from the Program this must be done via a written request. For the avoidance of doubt, such a written request can be made by email to your assigned coordinator.

(b) If you withdraw from the Program for any reason other than Asia Internship Program failure to place you by the Placement Deadline in your Job Preference Area stated on your interview summary, or if Asia Internship Program determines, in its sole discretion, you did not fully co-operate in the placement process at any time before the Placement Deadline, such as stated in the conditions in section 3 (b) and (c), Asia Internship Program will be entitled to the Initial Deposit.

(c) If you withdraw from the Program for any reason after being placed with a partner organization, Asia Internship Program will be entitled to the Full amount of the Placement Package or 50% of the Standard Package Fee. If the withdrawal takes place less than 21 days before the Commencement Date, Asia Internship Program will be entitled to the Full amount on both Program fees.

(d) Unless previously agreed, if you want to change the dates of your participation in the Program, or change to another Program after paying the associated Program fees, 200 USD administration fee will be charged. If such a request is made within 21 days of the Commencement Date or after an invitation letter has been



# ASIA INTERNSHIP PROGRAM - TERMS AND CONDITIONS

issued we reserve the right to refuse the change request or apply an additional charge, which shall be determined at our sole discretion.

(e) In the event that, for any reason at all, you decide to discontinue your place on the Program after it has started no refund will be given.

(f) If, for whatever reason, we have to cancel your participation in the Program, prior to your commencement date, a full refund of the Program Fee, including the Deposit, will be given to you. A full refund will be issued only if the cancellation is for reasons, which are in no way whatsoever attributable to you. No compensation can be given for any other costs incurred in relation to the Program.

(g) All refunds will be issued minus any bank transfer costs.

## 5. Website and Promotional Material

(a) The content and information displayed on our website and other promotional material is believed to be valid and correct but we will not be held liable and do not take responsibility for any misinformation or ambiguities in the content. Prices are subject to change without notice and you will be liable for additional amounts owed due to price changes unless your deposit has already been submitted.

(b) With your permission we reserve the right to your photograph, or video footage of you, for use in our promotional material. We do not make any payments to individuals in respect of such use. We may (but are not obliged to) re-produce the photographs (or part of them) in our promotional material including, without limitation, posters, advertisements, printed publications, on our website and social media website pages. Copyright in the photographs will belong to Asia Internship Program. We will not use your image, or any other information you provide, for any other purpose. By agreeing to these terms and conditions, you consent for your photographic data to be used for our promotional purposes.

## 6. The Format of the Program

We reserve the right to change our suppliers and the format of our Program as and when necessary, however we will endeavor to provide as similar a Program as possible at all times.

## 7. Liability for Losses and Program Changes

(a) We cannot accept any responsibility or liability for loss of or damage to your passport or any other personal property at any part of the immigration visa process, during transit or during registration.

(b) We cannot accept any responsibility or liability for Program changes or Program cancellations under any of the following circumstances: war or threat of war; terrorism; fire; sickness; 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 you unless otherwise decided at our sole discretion.

## 8. Your Responsibility

(a) It is your responsibility to be aware of any national holidays or other events that may change the nature of the Program. While most companies operate a 08:00 – 18:00 working policy some may have different requirements and we cannot be held responsible for this.



## ASIA INTERNSHIP PROGRAM - TERMS AND CONDITIONS

(b) International flights are not included in the cost of any of our Programs. It is your sole responsibility to arrange flights and to select providers based on your own decisions and experiences. We cannot be held responsible for any action, negligence or event relating to the purchase or operation of flight tickets or flights. We will also not be responsible for any costs or refunds due to changes or delays in the flights.

(c) It is your responsibility to arrange your own immigration visa. Where we will provide visa assistance as best to our current research and knowledge we cannot be held liable for any costs or delays relating to your immigration visa acquisition. Costs include the visa application, travel and accommodation.

(d) It is your responsibility to verify the required documents in order to obtain your immigration visa by liaising with the counselor/embassy of your chosen destination. Please note immigration visa policies are subject to change and differs according to your country of origin / residence. We cannot be held liable for the change in visa immigration policies.

(e) It is your responsibility to arrange your immigration visa according to your Commencement Date. We cannot be held liable for any costs or delays relating to a postponement of your Commencement Date relating to your visa acquisition.

(f) it is your responsibility to provide updates about the visa application process or related documents, if requested.

### 9. Experiencing Problems

(a) If you should experience any problems whilst partaking in our Program, you must immediately inform us in writing by email or letter, with a clear explanation of the problem. In such an event, we will discuss the problem with you and will discuss ways in which the problem can be solved. We are not responsible for any conversations or any-thing that is said unless it is recorded in the written form either by email or letter.

(b) You agree to discuss any problems in your placement with your representative prior to discussion with your internship provider. If the assigned internship provider wishes to terminate your placement prior to the end of the stated time as a result of your inadequate or unhelpful participation or prolonged or repeated absence from work, you understand that no refund of fees will be given in this situation and we are under no obligation to provide another placement. In such a case, you will be required to leave the provided accommodation within one week of being informed by us.\*

(c) If you wish to terminate your placement prior to the end of the time stated in the contract for any reason you must provide us with written notice, clearly stating reasons for such a decision. You agree that no refund of the Program Fee or any other fees will be made in this situation, that no other placement will be offered and that you will be required to leave the provided accommodation within one week of being informed by us\*.

(d) If you should deem the accommodation that has been provided to you to be unsuitable, Asia Internship Program must be notified within 1 week of the start of your first day in that accommodation in order for remedies to be made or, if necessary, alternative accommodation arranged\*.

(e) Asia Internship Program cannot be held responsible for any complaints arising from issues outside of the specifications made in Section 1(b), this includes, with limitation, relations with other inhabitants of the apartment/home-stay, relations with your neighbours.\*



## 10. Safety

(a) We, our partner companies, suppliers and members of staff cannot be held responsible for any case of injury, accident, claim, theft, damage, sickness, cancellation or loss, in relation to our/their services.

(b) You are responsible for your own safety during the trip and neither we, nor the assigned internship provider, take responsibility nor can be held liable for any accident, sickness, loss, damage, expense or hazard encountered through-out the Program.

(c) You will be held responsible and liable for any damages to the assigned internship provider during your placement. It is your sole responsibility to ensure you purchase personal liability insurance prior to the Commencement Date.

## 11. Complying with Rules, Local Laws and Acting Responsibility

(a) In situations where you do not comply with the rules of the assigned internship provider or rules of our Program or the law of the country to which you go, we may release you from the Program and no refund will be granted to you and you will be required to leave the provided accommodation within 48 hours of being informed by us.\*

(b) You will take full responsibility for your conduct at all times during the Program. You will not act irresponsibly nor will you break the law of the country to which you go. You will not put yourself or others in dangerous situations. If you do any of the above, you will be responsible for the consequences.

(c) We reserve the right to expel, at our sole discretion, any Participant from the Program for reasons including but limited to: breaking the law; bullying or harassment of other Participants; anti-social or unreasonable behavior or unfit conduct towards other group members, our representatives, our suppliers, representatives or the assigned internship provider or excessive absence from work. We will determine whether a Participant has acted in any of the ways set out above at our sole discretion. In such instances, we retain the right to immediately eject the Participant from his or her accommodation\* and cancel their participation in the Program.

## 12. Third Party Behavior or Actions

(a) We take no responsibility and are not liable for any third party behavior or actions including but not limited to that of the host partnership provider and accommodation provider\*. We do not take responsibility and are not liable for any accidents that take place at any third party locations including but not limited to the premises of the host internship provider and the designated accommodation\*. It is your responsibility to ensure you purchase personal liability insurance prior to the Commencement Date.

## 13. Guests Allowed

(a) You are allowed to have guests to stay in your assigned accommodation after requesting a written consent from us.

## 14. Insurance

(a) You are responsible for ensuring that you have purchased full, comprehensive insurance prior to departure, which will cover you for the duration of your participation in the Program and which includes but is not limited to travel, health, medical and accident insurance. You must bring all relevant insurance documents with you to the country in which you are placed.



## **15. Non-Disclosure Agreements**

In instances where the assigned internship provider demands it, you agree to sign a Non-Disclosure Agreement with the assigned internship provider. Regardless of whether or not the assigned internship provider requires a written Non-Disclosure Agreement, you agree to respect and keep confidential the intellectual property of the assigned internship provider. Any work produced during your internship remains the property of your assigned internship provider unless specified otherwise.

## **16. Workload**

We are not responsible for the workload provided by the internship provider whether it is of high or low intensity. In such situations, you should discuss the problem with us and we will endeavor to resolve the issue accordingly.

## **17. Notifications you Must Make**

(a) To comply with immigration Visa regulations of the country to which you are going to, you must notify us if you have any of the following: Mental disease, Venereal Disease, Tuberculosis, HIV, Leprosy or other infectious diseases.

(b) You must inform us of any travel abroad or any other unavailability of passport for immigration Visa processing during the 4 weeks prior to the Commencement Date. We cannot be held responsible for additional costs for express processing, postage, and submission in person by our staff, or delay or cancellation of Program due to failure to inform of such details.

## **18. Maximum Liability**

Our maximum liability is limited to the Program Fee.

## **19. Additions to your Participation in the Program**

Any additions to Programs by you when you are already in the country in which you are placed will incur the full fee difference between the original Program and the desired Program, plus an administration fee of 200 USD. Any such Program changes or extensions are made at the sole discretion of Asia Internship Program and cannot be guaranteed.

## **20. Other Terms**

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

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

(c) If a provision of the 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 the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.



## ASIA INTERNSHIP PROGRAM - TERMS AND CONDITIONS

(d) If a provision of the 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 parties shall negotiate in good faith to amend such provisions such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

(e) AIPx is add-on service that accelerates the internship admission process whereby we agree to schedule an interview with a placement provider within 11 working days after receiving your Initial Deposit and AIPx fee.

\* applies to Standard Package only.