

Tander Travels Participant Agreement 2023-2024



Tander Travels

Participant Agreement 2023-2024

This Program has established rules and standards of conduct for all Participants. It is the responsibility of the Participant to review the Program rules and standards of conduct. This program agreement must be signed and returned to the agency.

This agreement is made on the ____ day of _____, 2023 and is effective from this date. The contract represents the agreement between _____ hereon represented as “participant” of _____ (address) and Tander Travels located at 8 Mountain View Avenue, Kingston Jamaica hereon represented as “agency”. This contract also involves a third party “Sponsor” which is an organization contracted with the agency.

IMPORTANT: THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ THOROUGHLY! ADD YOUR INITIALS WHERE APPLICABLE AND SIGN YOUR NAME AT THE END OF THE AGREEMENT. If you have any questions, please ask your agency before you sign these Terms & Conditions. Voluntary or willful ignorance of the content of this document will not release you from your responsibilities.

Scope

The participant agrees to obtain the services and the agency agrees to provide the services of work and travel, given the client meets all established requirements listed in this document. The participant may retain the following services according to the associated cost listed in this document:

- Bridge USA/ J1 Internship/ Trainee Program
 - Flight booking
 - Travel coordination

Please tick the service you will utilize

Eligibility/ Requirements

Participants must fulfil the criteria for the list of requirements necessary for their desired program in the list below in order to be considered for placement by the agency:

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| <u>Internship</u> | <u>Trainee</u> |
|--|---|
| <ul style="list-style-type: none">- Must currently be a full-time student at a tertiary institution or a recent graduate (No more than 12 months ago) holding a post-secondary academic degree from an institution outside of the U.S.- Must speak fluent English- Must commit to leaving the U.S. within thirty (30) days following the last day of the J1 program. | <ul style="list-style-type: none">- Must be a recent graduate with at least one year's work experience in the field applying for- A professional with at least 5 years of related work experience.- Must speak excellent English fluently.- Must commit to leaving the U.S. within thirty (30) days following the last day of the J1 program |

Duration

This section outlines the length of stay a participant fulfils on the program. Participants are contractually obligated to complete their program. Failure to complete your program. Will result in a cancellation/ termination status (see cancellation policy). The duration of the program is 12 months/ 1 year. The duration starts from the first day stated your DS2019/ work permit and continues to the last day listed on your DS2019/ work permit.

Fees

The list of fees due to the agency are as follows:

- Registration Fee- \$2,500.00 JMD (due immediately)
- Program Fee Deposit/security deposit- \$500.00 USD (due immediately)
- Administrative Fee- \$250.00 USD

The program fee deposit is not an additional fee. It will be deducted from your final balance and considered as part of your overall fees

**The administrative fee is not an additional fee. It will be deducted from your final balance and considered as part of your overall fees **

Program Fees

- USD\$3900 (subject to change)

Program fees include the following costs:

- Administrative and processing fees
- Sponsor Fees for job placement
- Job Fair/ Orientation and interview fees-
- SEVIS Fee of \$220 USD

Additional costs to consider:

The following are costs the participant will expect to incur that are excluded from fees paid to the agency:

- Embassy Fee- \$135.00 USD (subject to change by will of the embassy)
- Plane fare- \$500.00-\$1500.00 USD (depending on the participant's job location)

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- Pocket money- \$1500.00 USD (suggested that participants take sufficient funds on the program to kickstart costs incurred until your first pay check arrives, such as food transportation, rent and deposit.

Documents

- 2 Passport sized photos
- Passport (must be valid up to March 2025)
- Status Letter (from institution)
- Transcript/ Progress report
- School ID
- Resume
- US Visas including expired passports with previous US Visas
- Copy of Diploma/ degree
- References up to 5 years of work experience (Trainee)
- Copy of all educational qualifications related to the program you wish to pursue
- All documents must be provided along with your program fee deposit of \$500.00 USD and registration fee payment in order for your application to be processed. Failure to provide these requirements may result in delay of processing.

Cancellation

Our cancellation policy follows a progressive system. This means cancellation fees apply based on where you are in the process. This section outlines all fees charged and timelines for cancellation:

○ Cancellation Policy

- Cancellation requests made before the applicant's account is created in the Sponsor's system will be processed 10 business days after the request is made.
- Applicants whose accounts have been created in the Sponsor's system, or have been job matched or pre- placed or "placed" which means a job offer has been assigned to you, are only eligible for refunds at the end of Season for the Summer work and travel period. This includes all applicants regardless of which program they are a part of. The Summer Work and Travel season ends thirty (30) days after September 7th of each year.

○ Visa Denial Policy

- If you are denied the visa you must contact our office on the day of denial to let the agency know. You must then return the DS2019 form to our office within 2 business days. Participants who fail to return their DS2019 forms within 2 business days of visa denial are not eligible for a refund.

○ Refundable Fees

- Cancellation requests made before an account is created in the Sponsor's account- \$200 USD will be deducted from the total amount paid
- Cancellation requests made prior to a "pre- placed" status- \$250 USD is deducted from the total amount paid
- Cancellation requests made prior to a "placed" status- \$300 USD is deducted from the total paid

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- Cancellation requests made after “placed” status but before DS2019 request is made- \$500 USD is deducted from total paid
- Cancellation requests made after DS2019 is requested- \$650 USD is deducted from total amount paid
- Cancellation requests made because of visa denial- \$650 USD is deducted from total amount paid
- Program cancellations made after the visa was granted - \$650 USD is deducted from total paid

○ Refund Policy

- The registrations fee is non- refundable and non- transferrable. It can therefore not be transferred to another season or another person and is due upon registration of each new season and each new program
- The administrative fee is non- refundable and non- transferrable. It can therefore not be transferred to another season or another person and is due upon registration of each new season and each new program
- Refunds will only be processed upon submission of a cancellation form. Cancellation forms must be requested via email and returned to our office as instructed in the Cancellation Form.
- Refund payments are made via manager’s check, wire transfer or Zelle transfer. Any corresponding charges associated with these methods of payment will be passed on to the applicant and deducted from the refund amount.
- Refunds are paid in the order that cancellations are received. This means that though the company honours our refund date, due to banking regulations all former applicants may not be able to receive their payments on the date listed above. Applicants will be contacted by our office via email and given a proposed date of disbursement.
- Our office will not be held liable for delays based on the applicant’s banking system or any delays with any financial institutions.
- Our office will not be held accountable if the funds were sent to an incorrect bank account, if in fact we can prove that the applicant provided this incorrect banking information to us.
- Tander Travels reserves the right to process any refund it deems as emergency before the stipulated date of reimbursement.

Transfer

If for any reason the participant has to cancel from the current season, the option is open for the participant to transfer their refund to the following season. All cancellation fees for the current season will be applied before the account is transferred. Participants signing up for the new season understand that the program fee changes for the upcoming season will apply.

Agency Commitment

- Agency will provide full placement in a job/ position provided by the Sponsor
- Agency will provide full support to the participant while engaged in the process. This includes processing of documents, guidance on processing and dispute resolution
- Agency will provide webinars and training where necessary to ensure the participant is well prepared for the program

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Participant Commitment

- I understand that as a condition for participating in the Program I must comply with the Program's rules and standards of conduct.
- I understand that I must follow all reasonable direction of the Program Staff.
- I understand that if I fail to follow the Program's rules and standards of conduct it may result in my being dismissed from the Program.
- I understand that if I fail to follow the reasonable direction of Program Staff may result in my dismissal from the Program.

Program Application

Applications are open to all qualified persons on a first come first served basis. This is based on the amount of available spots we have allotted by our Sponsor. The agency reserves the right to close off applications at any time it sees fit. A spot is only reserved for you once the above criteria have been fulfilled.

To be accepted on the program a pre- screen of the applicant and/ or the applicant's resume must be conducted by the office, and the applicant given the approval to register for the Internship/ Trainee program before registration. Should an applicant forego this condition and proceeds to make payment and submit documents, the office will not be held liable or accountable for fulfilling the obligations of this contract. The office reserves the right to dismiss such an individual from the program. All applicable refund fees will apply in accordance with the Tander Travels refund policy.

Guaranteed placement

The agency guarantees placement for all fully registered participants. Placement refers to job security, housing (when required/ available) and insurance for the duration of your travel experience. This is done through our Sponsor whose criteria for placement may vary based on each employer's specifications. This means the participant may do a series of interviews both with the Sponsor/ and or employer before being placed. The agency asks participants to exercise patience with the job placement process.

Resume/interview preparation

Resume must include all relevant experience for the program. It must be provided to help guide the agency on the placement most desired for the participant.

Participants will be required to do interviews with the Sponsor and or Employer.

Orientation

All orientations, trainings and seminars are mandatory. I understand that failure to attend any seminar mandated by either the agency or Sponsor can jeopardize my standing on the program

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Permit Request

Once the participant has fulfilled all requirements, including all documents received by the agency, full payment of all fees, completed interviews, orientations and/or training and full placement a work permit/ DS2019, and other documents will be provided to me through the Agency, by the Sponsor. These documents will be necessary for embassy processing.

The participant understands and agrees that the processing of such documents may sometimes take up to 4 weeks and as such the agency will be given ample time to ensure documents are processed.

Sponsorship/ international requirements

- I understand that the agency works with a third party agency which is referred to as the Sponsor. The Sponsor provides job placement and assists with housing, orientation, health insurance, etc.
- I understand that through the agency, I will sign a separate contract for the Sponsor with their criteria and regulations for which I will abide by in conjunction with the current contract I have signed with the agency for the duration of my program.
- I understand that the agency and Sponsor are separate organisations working together on my behalf for the duration of this contract.
- I understand that payment provided by me will be turned over to the Sponsor by the agency
- I understand that before the commencement of my program my primary point of contact is the agency.
- I understand that once I have arrived on the programme my primary point of contact is the Sponsor and secondary point of contact is the agency. In cases where I may need assistance I would contact both entities.
- I understand that the agency cannot be held responsible for funds turned over to the Sponsor, and any refunds to be derived thereof if for any reason the Sponsor files for bankruptcy within their country of operation, or becomes unresponsive to the agency.

Media consent

I give permission for my likeness, image, or voice to be used in photographic, video, digital, or other recording forms. I give my permission for the program to use those recordings or works produced by myself for promotional, commercial, information, and educational purposes in any and all media (including the internet) now existing or hereafter devised, for any purpose whatsoever, as deemed appropriate by the agency. This consent includes the unrestricted right and permission to copyright and use, reuse, publish, republish, edit, alter, exhibit and/or distribute any images of me or in which I may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations. I understand that the image may be readily accessible by the general public. I further acknowledge and agree that the agency and its employees shall not be responsible for any use of the image by any third party accessing the image through the internet or any other manner. I understand that I will not have an opportunity to review or approve uses of the recordings or works, and I hereby waive any right to inspect or approve the same. I understand that I will not receive payment or any other compensation for the taking or use of any recordings or works created as a result of my participation in the program.

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Program rules and standard of conduct

- The agency has a zero tolerance policy for loud, rude, and inappropriate behaviour, whether at our office, seminars, and overseas on the job. Such actions will result in participants being immediately cancelled. We are always open to hearing your concerns, but this will only be done in a respectful and professional manner.
- Security deposit payments made to the bank must be done in my name (participant's name). Failure to accurately have my name placed on the receipt will result in my account not being updated and my spot on the programme not being guaranteed.
- I agree that all payment receipts must be emailed or brought to the agency's office. Failure to do so will result in your program fees not being updated and processing delayed or unsecured.
- I agree that the agency will only divulge information regarding my program status to me and not to any third party who may call or visit the office, as this is a direct violation of Agent/Client privilege.
- All webinar sessions and seminars are mandatory. I also understand and agree to watch all video presentations that have been provided by the agency.
- I agree that if there are any job-related issues, it is my responsibility to notify the agency and my Sponsor of the issue and to allow them a minimum 48 hours to have the issue addressed, depending on the severity. During this time, I will not walk off the job or take any actions that may place my position with that company at risk.
- I agree that the agency is only responsible for placing me in one (1) Job. I also understand that quitting a job or getting fired can result in my visa being cancelled.
- I am aware that the agency's primary means of contacting students and disseminating information is via email, text messages, the agency's website and social media pages. I will not hold the agency accountable for moments when I do not have access to the information provided.
- I agree that the agency does not guarantee jobs in any specific area. Participants should therefore be willing to choose from the list of jobs provided.
- I agree to arrive in the US, prepared with sufficient funds (\$1500 USD minimum) to cover all expenses prior to earning an hourly wage.
- I will return to my home country at the end of the program
- I will report to my pre-assigned job and full fill my work commitment to the employer. I also understand that if I do not follow this rule, I will place my program sponsorship and visa at risk of being cancelled
- I understand and agree that if I am involved in any legal matter that I will be responsible for any necessary legal actions as well as any and all expenses incurred.
- I am aware that the United States Embassy has total power to grant or deny visas. I therefore will not hold the agency responsible if I'm denied a visa.
- I am aware that the granting of a US Visa does not guarantee entry to the US. I can be refused entry by US Immigration if they deem it fit to do so.
- I understand and agree that all documents submitted in office become the property of the agency and will not be returned to me under any circumstance.
- I understand and agree that I am not eligible for a refund once I have entered the U.S. This includes but is not limited to the changing of jobs, termination of employment and/or early departure from the U.S. back to my home country.
- I understand and agree that I cannot participate in the Work and Travel Program if I become pregnant, or is diagnosed with an illness that may require surgery, or that would otherwise make it difficult for me to successfully complete the program.

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- I understand and agree that the agency reserves the right to share my information with the participating universities, police, other agencies and the Ministry of Labour or any other body the agency sees fit.
- I understand and agree that I will not under any circumstance, be allowed to bring shame or disrepute to the agency or any of its partners by posting negative comments on social media or within any media outlet, that will result in defamation against the program and partnering agencies involved.
- I declare that all information and documents provided are true and accurate, and that misinformation of any kind provided to the agency by me can result in actions such as dismissal, up to or leading to prosecution.
- I understand that due to the nature of the business, unforeseen events may occur during the season that can impact or lead to new policies being incorporated in the program. Such changes will be communicated to me via any of the agency's means of communication listed above. It is therefore my responsibility to check all medium to ensure I stay up to date with our policies.
- I understand that as a condition for participating in the Program I must comply with the Program's rules and standards of conduct and follow all reasonable direction of the Program Staff. Failure to comply with the Program's rules and standards of conduct or failure to comply with the reasonable direction of Program Staff may result in my being dismissed from the Program. I further understand that my violation of the rules and standards of conduct or failure to comply with the reasonable direction of Program Staff may result in my dismissal from the Program. I accept responsibility for all costs associated with removing me from the Program, including but not limited to transportation costs to return the Participant home.

Force Majeure

In the event that the agency is not able to perform its obligations under this Agreement or the delivery of the Program is delayed or interrupted as a result of events outside of the agency's control, including, without limitation, because of strikes, pandemics, disease outbreak, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or Acts of God, and interruptions, loss or malfunction of utilities, communications or computer (software and hardware) services, the agency will not be considered in breach of this Agreement by reason of such delays or non-performance and shall not be liable to the participant or his or her parents/guardians/ legal representatives for any loss, injury or expense caused by or arising out of such delays, interruptions or non-performance. In such circumstances, the agency will provide participants with prompt notice of the intervening event, and shall use reasonable efforts to resume the Program as soon as it is legally permissible and the agency acting reasonably, is practically able to do so. In such circumstances, the agency may, at its discretion, resume the Program when it deems it suitable to do so

Signature of Participant

Date

Witness' Name

Signature of Witness

Date

Participant Initials _____

Date _____