

Language Link London Ltd (Language Link) will act as an intermediary for the placement of UK and EU students and individuals referred by the client (the sending organisation) who wish to gain work experience.

## **1. Language Link's obligations**

1.1 These terms set out the agreement between Language Link and the sending organisation for the supply of internship and work experience placements by Language Link to the client.

1.2 Language Link agrees to search, in the Territory, for internship and work experience placements for the client who meet the client's minimum qualifications and other criteria. Students and Individuals who meet the client's minimum (or essential) qualifications will be deemed suitable candidates.

1.3 Language Link agrees to screen all applicants and to introduce to the client only placements which meet the minimum criteria for the position as set out by the client and in accordance with Language Link's internship programme. Language Link will endeavour to only introduce students who have the right to work in the Territory and, in particular, Language Link shall endeavour to comply with the Immigration Asylum and Nationality Act 2006 and other relevant UK legislation or equivalent legislation in the relevant jurisdiction.

1.4 Prior to the commencement of the work experience and internship placement, Language Link will send the client written confirmation of:

- Details of Work experience and Internship placement
- Details of Accommodation

1.4.1 Release of Work and Internship placement details:

- Work and internship placements will not be released until 2 weeks prior arrival.
- Work and internship placements will not be released until 80% of the fees have been paid.

1.4.2 Release of Accommodation details:

- Accommodation details will not be released until 2 weeks prior to arrival.
- Accommodation details will not be released until 80% of the fees have been paid.

1.5 In the unlikely event a student is deemed unsuitable for the placement within 7 days starting with the commencement of the internship and work placement, Language Link will provide a replacement at no extra charge.

1.6 Any resulting changes agreed to the services, fees or any other aspect of the agreement shall be confirmed in writing. Otherwise, the previous arrangements shall apply.

## **2. The sending organisation's obligations**

2.1 The sending organisation will provide any documents required in Language Link's Internship programme to make sure Language Link provides the most suitable internship and work experience placement.

2.2 The sending organisation will issue the Internship and Work experience documentation including:

- the Learning Agreement
- the Quality Commitment
- the Europass

Should the sending organisation ask Language Link to fill in the Internship and Work experience documentation, Language Link will to the best of their ability following the sending organisation's instructions.

2.2 The sending organisation is responsible for:

- Insurance (Accident, Third Party Liability, Repatriation)
- Travel Costs
- Pocket money of the intern(s)

- European Health Card

### **3. Payment**

A deposit, equivalent to 20% of the agreed expenses, is to be paid on confirmation of the booking.

80% of the agreed expenses are payable prior to arrival.

The 20% balance remaining will be paid within 2 weeks after the end of the project.

### **4. Cancellation**

Any cancellation must be received in writing at least three weeks before the internship start date. Email is acceptable.

Upon receipt of written confirmation, the following schedule applied:

- Cancellation notice period: 28+ days | Applicable refund: 80% of full fees | non-refundable 20% deposit will be retained
- Cancellation notice period: 14-28 days | Applicable refund: Maximum 50% of full fees | Refund % will be less if the accommodation is already booked
- Cancellation notice period: less than 14 days | Applicable refund: 0% | No refund for bookings cancelled less than 14 days before the arrival date

After an internship has commenced, fees or any part thereof are non-refundable and non-transferable. Language Link therefore strongly advises all applicants to take out insurance in case of illness.

If the funding is refused, there is no cancellation fee. Documents of refusal will be required.

### **5. Refund policies**

Refunds may take up to 28 days to process. All refunds will be paid to the payee only. All refunds will be paid in English Sterling.

### **6. Force Majeure**

Language Link is not liable for failure to perform their obligation if such failure is a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war was declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement in such circumstances.

No refunds will be made in the event that Force Majeure applies.

### **7. Confidentiality**

7.1 Neither party shall during and after termination of this agreement, without the prior written consent of the other party, use or disclose to any other person any information of the other party which is identified as confidential or which is confidential by its nature.

7.2 Each party shall on demand and on termination of this agreement surrender to the client all materials relating to such confidential information in its or its personnel's agent or representatives' possession.

### **8. Obligation of Non-Competition**

The non-competition provisions of this Agreement are an essential and material part of the total agreement, by which the client agrees it shall not use any advantages derivable from such confidential information in its own business or affairs, unless the same is done pursuant to a new agreement executed by all signatories to this document.

### **9. Non-Circumvention**

The Confidant hereby agrees for himself or herself, their officers, directors, agents, associates and any related parties, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by or through the other party, its officers, directors, agents or associates, for the purpose of avoiding the payment to the Company of profits, fees or otherwise, without the specific written approval of the Company.

#### **10. Enforceability**

Language Link may update its Terms and Conditions from time to time. The version of the Terms and conditions issued to the client at the time will be valid and override any previous versions on any documents or websites. All contracts and agreements with Language Link are governed by UK law.

By signing this agreement, the client hereby consents to the terms and conditions and cancellation policies.

Date, Name,