“Camp Leaders” (referred to as CL) is a cultural exchange programme administered by Smaller Earth Ltd (referred to as ‘Smaller Earth’) in conjunction with our US Department of State designated visa sponsors, Cultural Homestay International, Cultural Exchange Network and United Studies. Smaller Earth is not a temporary employment agency and should not be regarded as such. Participants who Smaller Earth find a position for are referred to as an FT. First time participants who find their own position are referred to as a DP. Participants who have previously worked in the US on a J-1 visa and who already have a position arranged are referred to as a Returnee.

Fees & Application

1) The programme fees shall be as published on http://www.campleaders.com.

FT and DP Participants:

a) This fee shall be payable by way of:
   i. An application fee due before your interview is confirmed, and
   ii. A first instalment due within 14 days of your acceptance to the programme, and
   iii. A second instalment due within 60 days of your acceptance unless you are accepted after 31st January 2016 in which case the balance is payable by 31st March 2016.
   iv. An additional fee is paid to Smaller Earth on your behalf, by the camp at which you are placed, for administration costs in the USA.

   Acceptance means the date your online profile is moved from the ‘Deposit Paid’ stage to the ‘Accepted’ stage. Fees are only refundable as set out in the ‘Refund and Cancellation Policy’ section below.

b) Programme fee increases by £50 for participants who book an interview after 13th January 2016.

c) An additional expediting fee of £50 will apply to all applicants booking an interview after 1st March 2016.

d) Full payment is due within 24 hours of acceptance for all applicants interviewed after 31st March 2016.

Returnee Participants

e) This fee shall be payable by way of:
   i. An application fee due before your application is put ‘on review’ with your camp, and
   ii. Payment of the programme fee balance within 30 days of placement confirmation by your camp. Placement confirmation means the date your online profile ‘placement status’ is changed to ‘confirmed’.

f) This fee is to be paid by the person applying for the programme and only refundable as set out in the ‘Refund and Cancellation Policy’ section below.

g) All participants who are ‘Placed’ prior to 10th January 2016 will pay the standard programme fee of £199. ‘Placed’ means the date you have submitted all required documents and monies and your online profile ‘placement status’ is changed to ‘placed’.

h) All participants who are ‘Placed’ between 10th January 2016 and 31st March 2016 will pay the programme fee of £229.

i) An additional expediting fee of £50 will apply to all applicants ‘placed’ after 1st April 2016.

2) Additional Costs: Participating in the programme will incur additional costs for services completed by third parties. Smaller Earth may facilitate the collection of certain fees on the behalf of the third party. Fees are set at the discretion of the third party who completes that service and may vary through the season. These additional fees may include (but are not limited to):
   - Police check (see ‘Criminal Background Check’ section below for more details).
   - Fees for Medical form - this may not incur a fee. Charges are at the discretion of your physician.
   - US Embassy J-1 visa appointment/postal booking fee (see ‘J-1 Visa Application Process’ section below).
   - Any travel expenses to the US Embassy/Consulate.
   - Travel expenses to interview and to Preparation Day (FT and DP participants only).
   - Flight surcharges (FT participants only) or flights to the USA (RP & DP participants) (see ‘Travel’ below for more details).
• Onward travel costs from US port of entry to your placement location (FT participants with a flight provided by Smaller Earth can recover this cost from camp).

You agree to pay these additional fees as they arise. Failure on your part to do this will result in your application being withdrawn from the programme.

3) Once you have paid the programme fees you will be entitled to:

• Customer service and support with your application whilst in the UK.
• DS2019 form & SEVIS fee receipt (required for J-1 visa application), provided by our US Department of State designated visa sponsor, unless you hold a US Passport or a Green Card, in which case this is not needed.
• A J-1 visa (subject to approval by the US Department of State and the US Embassy) unless you hold a US Passport or a Green Card, in which case this is not needed.
• Our best efforts to secure you a summer placement in the US (see clause 8 below) subject to adherence to this programme agreement, and Smaller Earth guidelines, and subject to full compliance with your contract with the camp at which you are placed (referred to as ‘placement contract’), and full compliance with all US Department of State requirements for J-1 visa holders.
• Up to 90 days medical insurance (see ‘Medical and Travel Insurance’ section below).
• Emergency telephone support whilst in the US.
  ▪ 24 hours a day 7 days a week (May 1 to September 30).
  ▪ 9am – 5pm (EST) Mon-Fri (October 1 – April 30)

In addition FT and DP participants will be entitled to:

• A Preparation Day in your home country prior to departure to the USA, for which attendance is mandatory.
• Support in respect of your onward travel arrangements from US airport to your placement location.

4) For your application to be complete and ready for you to fly to the USA, you must:

a) Complete the online application form; and
b) Accept this Programme Agreement; and
c) Provide all documents as detailed in the “Documents” section of your online profile including (but not limited to) references, passport copy, police check, medical form and placement contract; and
d) Complete your online profile to ‘100% Complete’ including (but not limited to) paying in full, verifying visa receipt, signing visa sponsor agreement, submitting travel information and requesting insurance.

5) All documents currently required can be found on your online profile and can be completed online and/or downloaded. All documents must be submitted as follows (whichever is earliest):

a. Within 60 days of your acceptance onto the programme; or
b. Within 30 days of your placement being ‘confirmed’; or
c. By 1st May 2016

Failure to submit all documents by the deadline may result in your withdrawal from the programme, without refund, OR you will incur a charge of £50 to facilitate the additional administration required.

6) You must inform Smaller Earth of any changes in contact information, availability, health, criminal background, or any other pertinent changes regarding your application and ability to participate in the programme. If any changes made after acceptance lead to placement becoming difficult or unlikely, Smaller Earth reserves the right to withdraw you from the programme and any refund given will be at the absolute discretion of Smaller Earth.

7) You must inform Smaller Earth if you have any relatives living in the US. Failure to declare this information may have consequences on your J-1 visa application and thus, may result in your removal from the programme and any previous payments will be forfeited.

8) Placement for FT participants may occur anytime between completion of the full application and 1st July 2016. Smaller Earth reserves the right to end all placements prior to 1st July 2016, but after 1st June 2016, should it be felt that a reasonable placement is no longer feasible. Placement means the date a camp confirms they want to hire you, at which point your online profile ‘placement status’ will change to ‘confirmed’.
9) Even if Smaller Earth accepts your application there is no guarantee that a camp will offer you a position for the summer. A placement is based on the needs of the camp, your availability and your experience and skills.

10) You must be completely honest with Smaller Earth throughout the application process and all information contained on any form completed must be accurate. Any false, deceptive or withheld information on your application or documentation, or any behaviour (including that presented through your social media accounts) deemed by Smaller Earth as inappropriate or prejudicial, during, or after, your acceptance to the programme may be grounds for immediate withdrawal from the programme with, or without, refund of fees, all at the absolute discretion of Smaller Earth.

11) **It is agreed and understood that nothing in this agreement guarantees you a placement at a camp.**

### Criminal Background Check

1) The programme comes under the Rehabilitation of Offenders Act 1974 (Exception) Order 1975 and you must therefore declare all current and spent (expired) arrests, cautions, warnings, reprimands and convictions in your application form. Smaller Earth will evaluate the nature of your offense and advise you whether or not you can proceed with your application.

2) Failure to provide honest, accurate information regarding your criminal background, may affect your participation on the programme as well as your ability to obtain a J-1 visa.

3) An approved police check dated 1st September 2015 or later, is required to participate on the programme. You must apply and pay for this certificate independently. Information on how to apply can be found in your Smaller Earth online account.

4) You must submit a copy of your police check to Smaller Earth:
   a. Before we can schedule a J-1 visa interview appointment on your behalf **Or**
   b. By 20 January 2016 if you have a current or spent (expired) arrest, caution, warning, reprimand, or conviction.

5) If your police check has an arrest, caution, warning, reprimand, or conviction listed OR if it states ‘No Live Trace’
   a. You may not be eligible to participate on the programme.
   b. If accepted onto the programme, you may be required to attend a special visa appointment (VCU) at the US Embassy and will be required to contact the US Embassy directly to arrange this. Persons with criminal backgrounds (whether ‘live’ or ‘spent’) face a higher risk of visa denial by the US Department of State. Please refer to the ‘Refund and Cancellation Policy’ section of this agreement for more details on applicable refunds in such circumstances.
   c. Smaller Earth will charge you £50 for additional administration.
   d. Any additional fees incurred as a result are to be paid by you as they arise.

   **ADDITIONALLY, if you DID NOT previously declare this information in your application form or interview:**
   e. Your participation on the programme may be terminated, without refund; **Or**
   f. Smaller Earth will charge you a further £50 for additional administration

6) If you are applying from the United Kingdom, but are not a resident or citizen of the United Kingdom, you will also need to obtain the highest level of police check available from your home country, with a certified English translation. All fees associated are at your own additional expense.

7) You authorise Smaller Earth to share your police certificate with US employers to secure your placement, and prior to your arrival.

8) **You must take the original copy of your police certificate with you to the USA for your camp. Failure to do so may result in your immediate dismissal and you will incur associated fees as outlined in the ‘Summer Contract’ section of this agreement.**
Medical Form

FT and DP Participants:

1) You are required to complete a medical form and have it signed by a physician prior to your departure for camp.

2) You must provide Smaller Earth with a completed copy of this medical form by the deadlines laid out in point ‘S’ of the ‘Fees & Application’ section of this agreement.

3) You are required to make Smaller Earth aware of any pre-existing medical conditions from which you may suffer. If Smaller Earth feels that any of your medical conditions may affect our ability to find you a placement, or your ability to participate safely on the programme, Smaller Earth reserves the right to terminate your participation on the programme and issue a refund amount at its absolute discretion.

4) **Failure to take the original of your medical form to your camp or failure to disclose any pre-existing conditions on your medical form may result in your immediate dismissal from your placement and you will incur associated fees as outlined in the ‘Summer Contract’ section of this agreement.**

Returnee Participants:

5) You are responsible for confirming with your camp whether or not you require a completed medical form and for submitting this to your camp by any deadline they set.

J-1 Visa Application Process

1) Unless you hold a US Passport or a Green Card, a J-1 visa is required to participate on the programme. By signing this agreement you agree to abide by all rules and regulations of the J-1 visa as outlined by the US Department of State.

2) All J-1 visa applicants are required to attend an in-person interview at a US Embassy or Consulate in your home country or country of legal residence. Appointments are available Monday to Friday. The US Department of State currently charges a fee of $160 US dollars for UK passport holders (correct as of 1st July 2015) for the J-1 interview and processing.

3) Smaller Earth will supply you with your DS2019 form, provided by our US Department of State designated visa sponsor, required to apply for your J-1 visa as well as instructions on how to complete all other forms associated with the J-1 visa application. Your DS2019 form will be issued once you have paid appropriate programme fees and confirmed all your passport details in your online account.

4) The original fee for the DS2019 form is included in the programme fees. Smaller Earth will charge £50 for each DS2019 reprint required by you due to any theft, loss, or damage of the original or any incorrect information, given by you, which requires a reprint.

5) Once you have paid the programme fees, Smaller Earth will also provide you with the required SEVIS fee receipt for your J-1 visa application. The SEVIS fee of $35 (correct at time of print) will be paid to the US Department of State on your behalf by Smaller Earth.

6) The US Embassy in London and US Consulate in Belfast only have selected dates available for J-1 visa interviews and procedures for booking appointments may vary.

7) Smaller Earth may be instructed by the US Embassy to book your J-1 visa interview on your behalf, in which case an administration fee will be levied by Smaller Earth for this service.

8) You are responsible for arranging and paying for your own transportation to the US Embassy or Consulate for your J-1 visa interview and any other costs associated.

9) To process your J-1 visa, the US Embassy will keep your passport for a minimum of one week in order to issue the visa, but this can be considerably longer. Please do not make any international travel arrangements to depart soon after your visa interview.

10) The US Embassy in London and the US Consulate in Belfast may allow postal applications for some J-1 visa applicants who have previously been issued a visa for the US and meet certain criteria, as laid out by the Department of State (correct as of 1st July 2015). Those who are eligible must apply for their J-1 visa by means of a postal application.
11) The US Department of State recommends that all visa applicants attend a visa interview in their country of citizenship or permanent legal residency. An appointment in a country where you are not a citizen or permanent resident may result in a higher risk of visa denial.

12) Smaller Earth is not in control of the processing time or success of your J-1 visa application. If your J-1 visa is delayed (thus affecting your ability to travel to a camp), or if your J-1 visa application is denied/rejected, your application will be withdrawn. Please see the ‘Refund and Cancellation Policy’ section of this agreement.

13) If you hold a US passport or Green Card, 1 to 12 above do not apply.

Refund and Cancellation Policy

FT and DP Participants:

1) If you are not accepted to the programme, other than through your non-disclosure or other failure to comply with your obligations as set out in this agreement, the application fee is refundable.

2) If your application is withdrawn after acceptance but prior to placement AND you have paid the programme fees in full, £100 is refundable; otherwise the programme fee is non-refundable.

3) If your application is withdrawn after placement, the total programme fee is non-refundable.

4) If your application is withdrawn after placement and within 7 days of your departure date, the programme fee is non-refundable and you will be liable for the fees that would otherwise be paid by your camp to Smaller Earth (up to £1500). Smaller Earth will invoice you for the monies owed and payment is due within 30 days of date of issuance of the invoice. After 30 days of invoice issuance date you shall pay Smaller Earth for all costs incurred by Smaller Earth in the recovery of any monies owed by you to Smaller Earth under this Agreement including recovery agent costs, repossession costs, location search costs, process server costs and solicitor/client basis.

5) If you applied in a previous season and deferred your application to summer 2016:
   a. and your application is withdrawn before 30th September 2015, your application will be treated as a withdrawal from the season in which you deferred and the appropriate refund & cancellation policy will be applied.
   b. and your application is withdrawn after 30th September 2015, the programme fee is non-refundable.

6) If you defer your application to 2017 after acceptance, but prior to placement, the programme fees paid, less £149, will be carried over to 2017. An application can only be deferred once, after which all program fees are non-refundable.

7) If changes to your availability, your application, or any failure on your part to comply with your obligations in this agreement, including (but not limited to) failure to meet document or payment deadlines, or any other factors, affect the ability of Smaller Earth to find you a placement, Smaller Earth reserves the right to withdraw your application from the programme and refunds will be at the absolute discretion of Smaller Earth.

8) If you are not offered a placement by a camp by 1st July 2016, your application will be withdrawn from the programme and a refund will be issued upon the return of your DS2019 form to Smaller Earth. All but £49 of your full or discounted programme fees is refundable. Turning down a placement (other than through the camp employer not matching the preferences or availability listed on your application) negates this policy and any refunds will be at the absolute discretion of Smaller Earth.

Returnee Participants:

9) If your application is withdrawn, the total programme fee is non-refundable.

10) If you leave your camp before the end date of your placement for any reason, the programme fee is non-refundable.

All Participants who choose to have flights included:

11) If your application is withdrawn after your flights (international and/or domestic US) have been booked, the total programme fee is non-refundable. Additionally, you will be liable for any flight cancellation fees and/or the non-refundable portion of the flight ticket (up to the full cost of the ticket) purchased in your name. Smaller Earth will invoice you for the monies owed and payment is due within 30 days of date of issuance of the invoice. After 30 days of invoice issuance date you shall pay Smaller Earth for all costs
incurred by Smaller Earth in the recovery of any monies owed by you to Smaller Earth under this Agreement including recovery agent costs, repossession costs, location search costs, process server costs and solicitor costs on a solicitor/client basis.

All Participants:

12) If you or a member of your immediate family (parents or siblings; not including grandparents) experiences a life-threatening illness, or death, prior to your departure to camp, written documentation must be submitted to Smaller Earth within 14 days and refunds/reduction in cancellation fees will then be considered at the absolute discretion of Smaller Earth.

13) No refunds will be given if your application is withdrawn due to exacerbation of a pre-existing medical condition.

14) If you have not booked your J-1 visa appointment 30 days prior to your contracted start date (or, if you are unplaced, the availability date listed on your application) Smaller Earth reserves the right to withdraw you from the programme without refund.

15) If you have not obtained your J-1 visa (delayed/denied/rejected) by the contracted start date of your placement or by 14th June 2016, whichever is sooner, Smaller Earth reserves the right to withdraw you from the programme without refund.

16) Any fees you incur for third party services (such as J-1 visa interview or police check) or other costs associated with the programme (but not inclusive in the programme fee) are not refundable by Smaller Earth.

17) Any refund issued by Smaller Earth is subject to a £5 transaction fee.

18) Smaller Earth reserves the right to withdraw your application, without refund, if unable to make contact with you at the contact details provided; if you are late with any paperwork or payments; or in any other circumstances where Smaller Earth is unable to obtain required information from you.

Travel to the USA

If you hold a current US passport you must use this for travel to the US. If you hold a current US Green Card you must use this for travel to the US, along with your national passport.

All Participants:

1) You must choose the flight provided or own flight option as follows:
   a. FTs – Before your application can be moved to the ‘Ready to Hire’ stage.
   b. RP & DPs – Before April 1st 2016. Applicants ‘placed’ after April 1st 2016 will automatically be ‘own flight’.

2) You are responsible for the cost and arrangement of your transportation to the UK airport from which you will depart to the US, as well as any transportation costs and arrangements upon your return from the US.

3) Your camp, through Smaller Earth, will inform you of your onward travel arrangements from your arrival airport in the US to your placement location.

4) You are responsible for the cost and arrangement of your transportation to the US airport from which you will depart at the end of your stay in the US.

All participants who choose the ‘flight provided’ option:

5) Your international flights (economy class) to the US will be arranged by Smaller Earth based on your placement start date and the US arrival airport specified by your camp.

6) You are required to provide Smaller Earth with a requested return date to the UK for flight booking purposes. Return flights will be booked on the date requested subject to availability.

7) All flight requests are due within 48 hrs of your placement. Any increase in airline fare, or additional hostel accommodation cost incurred by Smaller Earth, due to a delay in booking, will become your responsibility, at the ultimate discretion of Smaller Earth, if the delay is a result of you not:
   a. providing your flight request within 48hrs
   b. submitting a required document (placement contract, medical form, passport copy, police check)
   c. paying any outstanding fees
   d. obtaining a visa appointment at the US embassy or consulate

8) All international flights will be booked based on:
   a. Departure from and return to London (OR another UK airport selected by you - surcharge applies).
b. Arrival to the US airport specified by your camp.

c. Departure from the same US airport (OR another US airport selected by you - surcharge may apply).

9) Any surcharge incurred by your selection of departure airport from the UK, date of return or departure airport from the US, must be paid at the time the request is made and is subject to availability.

10) If for any reason you cannot make your scheduled departure flight to the US, you are required to notify Smaller Earth as soon as possible prior to the flight.

11) Any changes to your international return flight from the US are based on airline availability and will incur a flight change fee, for which you are responsible. You are also responsible for making any date changes following the directions on your flight itinerary.

12) Airlines reserve the right to change flight schedules and ask that you confirm your flights 48 hours before departure or return flight. Missed flights or delays due to change of flight schedule information are not the responsibility of Smaller Earth, though we will communicate any changes in flight information where possible.

All participants who choose the ‘own flight’ option:

12) **You purchase your own flights.** You are responsible for booking your entire return international and domestic transportation in accordance with the onward travel information in the ‘Travel & Flights’ section of your online profile.

13) You must upload your flight itinerary to your online account.

**Summer Contract**

**FT Participants:**

1) Your camp will set your contract dates at camp. You are required to honour the entire amount of time for which the camp has contracted you. You will be asked by the camp to sign a contract and you agree to sign that and hold Smaller Earth harmless from any claims that may arise as a result of your failure to then perform its terms and conditions. Your contract with camp will be offered on an ‘at-will’ basis as defined under the U.S labour law. You must submit a **signed** copy of your contract to Smaller Earth within 30 days of your placement by a camp, or by the final deadline of 1st May 2016 (whichever is earlier), and you authorise us to ask your camp to supply a copy.

2) Minimum contract periods for the Camp Leaders programme are:

   a. Residential Camp Counselor – 9 weeks
   b. Day Camp Counselor – 11 weeks
   c. Support Staff – 10 weeks

3) Pocket money is determined by your camp and will be specified in your contract from camp. Smaller Earth set the following **minimum** amounts, which your camp must pay you for your basic contract period (9, 10 or 11 weeks – see (2) above):

   a. **Participants who choose the FLIGHT PROVIDED option:**

<table>
<thead>
<tr>
<th></th>
<th>Age Under 21</th>
<th>Age 21 &amp; Over</th>
</tr>
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<tbody>
<tr>
<td>Camp Counselor</td>
<td>$800</td>
<td>$900</td>
</tr>
<tr>
<td>Special Needs Counselor</td>
<td>$900</td>
<td>$1000</td>
</tr>
<tr>
<td>Support Staff</td>
<td>$1200</td>
<td>$1200</td>
</tr>
</tbody>
</table>

   b. **Participants who choose the OWN FLIGHT option:**

<table>
<thead>
<tr>
<th></th>
<th>Age Under 21</th>
<th>Age 21 &amp; Over</th>
</tr>
</thead>
<tbody>
<tr>
<td>Camp Counselor</td>
<td>$1400</td>
<td>$1500</td>
</tr>
<tr>
<td>Special Needs Counselor</td>
<td>$1500</td>
<td>$1600</td>
</tr>
<tr>
<td>Support Staff</td>
<td>$1550</td>
<td>$1550</td>
</tr>
</tbody>
</table>

* Age as of 1st June 2016
Returnee and DP Participants:

4) You are responsible for negotiating your contract (dates and salary) directly with your camp. You will be asked by the camp to sign a contract and you agree to sign that and hold Smaller Earth harmless from any claims that may arise as a result of your failure to then perform its terms and conditions. Your contract with camp will be offered on an ‘at-will’ basis as defined under the U.S labour law. You must submit a signed copy of your contract to Smaller Earth within 30 days of your placement being ‘confirmed’ by your camp, or by the final deadline of 1st May 2016 (whichever is earlier).

All Participants:

5) Failure to complete your camp contract, for any reason, will result in the cancellation of your J-1 visa status. Your visa sponsor will notify you of the date by which you need to leave the US. Without prejudice to any other claims Smaller Earth may have, you will be responsible for any flight change fees and will be liable for any fees that would otherwise be paid by your camp to Smaller Earth (up to £1500). Furthermore, if departure from camp (due to failure to complete your camp contract for whatever reason) is within 14 days of your arrival to camp, you will also be responsible for reimbursing Smaller Earth for any flight surcharge fees otherwise paid by your camp. Smaller Earth will invoice you for the monies owed and payment is due within 30 days of date of issuance of the invoice. In the event that any invoice is not paid within 30 days of issuing, all cost incurred in recovering the outstanding balance will be added to that which is outstanding, including recovery agent costs, repossession costs, location search costs, process server costs and solicitor costs on a solicitor/client basis.

6) Your time-off during the summer will be in compliance with your camp’s policy.

7) You are responsible for your own personal expenses before, during and after your contract, including transportation back to your departure airport in the US.

8) Participants are required to meet all requirements of the US Department of States regulations. This will include, but is not limited to, performing a monthly online ‘check-in’ with your visa sponsor.

9) You are subject to the rules and regulations of the camp at which you are placed. This may include (but is not limited to): no smoking; no drinking; no drug use; no inappropriate relations with minors; set curfews; time-off policies and abiding by US laws. You understand that you will be living with other staff and/or campers in a cabin, tent or dormitory accommodation, and that you may experience little or no privacy on a regular basis. You will be on-duty for long hours every day (except days off). You are also aware that your placement is based upon the information regarding your skills, which you provide in your online profile along with any details you provide directly to your camp during an interview. Failure to comply with the policies of your camp, or an inability to perform to the level you have previously disclosed, may result in termination of your placement contract and/or this contract.

10) Smaller Earth does not own or in any way assume responsibility for the operation of the camp at which you are placed. The running of each is solely at the discretion of its owner and/or director. As a consequence, Smaller Earth cannot, and does not, accept liability for any decisions or actions, of whatever nature, made by, or on behalf of, the camp owner and/or director. If you consider that you have any loss, injury or damage whatsoever, as a result of any such decisions, actions or remissions, your right to recourse lies with the camp. Your acceptance of a placement is specifically conditional to this.

11) Should you be unable to complete your camp contract due to personal illness or death, or the illness or death of an immediate family member (parents or siblings; not including grandparents), Smaller Earth may, in its absolute discretion, waive any portion of fees otherwise owed by you to Smaller Earth for the incomplete summer camp contract. Official documentation showing reasons for your early return must be submitted before any reduction of the fees owed will be considered.

Medical and Travel Insurance

1) Smaller Earth provides you with UP TO 90 days of fully comprehensive medical insurance beginning on the date you depart for the USA. This insurance does not cover:
   a. Pre-existing medical conditions (any chronic condition, or condition for which you have had treatment/changes to medication, in the 6 months prior to departure to the USA).
   b. Participants over age 55.

2) Smaller Earth offers a travel insurance upgrade policy that covers personal liability and loss or theft of baggage, valuable or personal property. Full details are available in the insurance section of your online profile.
If you will be in the USA for more than 90 days you must purchase an insurance extension.

Prior to your departure for the USA you must select your policy type and insurance dates in the ‘Insurance’ section of your online profile, where you will also find full details of both insurance policies. Any upgrade or extension of the standard or upgraded policy will incur a surcharge, which must be paid at the point of purchase. If you fail to complete your insurance request prior to your departure for the USA you will be automatically issued medical insurance only, from the start date of your contract to the day after your contract ends. You agree to pay any additional charge which may be incurred should the automatically assigned cover run beyond 90 days.

If you have any pre-existing medical conditions or take any medications:

a. you must declare this on your online application form and medical form. Smaller Earth reserves the right to decline your application should we feel your condition(s) may affect your safety and ability to complete your summer contract.

b. You should seek advice from an insurance professional regarding additional insurance coverage.

Your insurance policy has an excess /deductible, which you will have to pay on any qualifying claims.

By signing this document, you agree that Smaller Earth can take any required action in regards to your health and safety without incurring any liability or expense. This may include, but is not limited to: your placement in a hospital, use of doctor’s services, and transportation to your home country at your own expense.

General

1) You agree to Smaller Earth processing and using your personal data and sharing that data with camps, resorts, regulatory authorities and also with its sister companies, third party companies with whom Smaller Earth shares data for marketing purposes and also all companies and organisations involved in the J-1 visa process. You consent to your image and any comments, photos and videos uploaded to a Smaller Earth owned website to be used for marketing purposes.

2) Smaller Earth will have the right to terminate this agreement in the event that you breach any of your obligations and termination will result in the loss by you of all fees paid and also render you liable for potential damages arising from that breach.

3) You are required to leave the USA at the end date of your J-1 visa grace period or by the departure date indicated to you by the USA immigration service on your arrival into the country.

4) Smaller Earth shall be entitled to assign the benefit or part of this Agreement to any third party, but shall remain primarily liable for the obligations hereunder.

5) Nothing in this Agreement shall constitute you as the agent of Smaller Earth.

6) Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the parties hereto.

7) This Agreement together with all documents referred to herein constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements in regard thereto.

8) This Agreement cannot be amended, superseded, cancelled or any of its terms and conditions waived except by an agreement in writing signed by authorised representatives of both parties or in the case of a waiver signed by an authorised representative of the party waiving compliance and specifically referring to this Agreement.

9) If any of the provisions of this Agreement are or become to any extent or in any circumstances invalid or are ruled illegal or deemed unenforceable for any reason under the current applicable law from time to time, then to the extent or in those circumstances it is the intention of the parties that this shall not affect the validity or enforceability of this Agreement or of any of the provisions of this Agreement and if such provision would be valid if some part of the provision were deleted or modified, the provision in question shall apply with such deletion or modification as may be necessary to make it valid provided that the operation of this clause would not negate any commercial intent and the purpose of the parties under this Agreement.

10) This Agreement shall be governed by and construed in accordance with English law and you submit to the exclusive jurisdiction of the English Courts in relation to all disputes relating to the Agreement. Smaller Earth submits to the non-exclusive jurisdiction of
the English courts in relation to all disputes relating to this Agreement and shall be entitled to commence proceedings against you in such other jurisdictions as are appropriate.

11) Any notice to be given under this Agreement shall be in writing and shall be deemed duly given if signed by or on behalf of a duly authorised officer of the party giving the notice and if sent by first class post or delivered by hand or sent by facsimile transmission to the address of the recipient set out at the beginning of this Agreement or such other address as the recipient may notify from time to time. Any such notice or other communication shall be deemed to be given:

   (a) by post on the day (not being a Sunday or public holiday) falling 48 hours after the date of posting;
   (b) if served by hand at the time the same was handed to or left at the address of the party to be served; and
   (c) in the case of a facsimile transmission at the time of transmission,
and in providing service of the same it will be sufficient to prove in the case of a letter that such letter was properly stamped, franked, addressed and placed in the post and in the case of a by-hand delivery that such letter was delivered to the proper address and in the case of a facsimile transmission that such facsimile was duly transmitted to a facsimile number notified to the other party for this purpose.

12) You agree to abide by all lawful rules and regulations of Smaller Earth and of the camp/resort at which you are placed and to fully indemnify and hold completely harmless Smaller Earth from and against any liability, obligation, loss and expenses including court costs and legal fees incurred by Smaller Earth, your camp/resort or a third party resulting from any injury, loss, property damage or expenses that you directly or indirectly cause or to which you contribute.

13) Smaller Earth and its affiliates, agents and employees shall not be liable for claims or costs whatsoever arising from any injury, loss, damage, delay, accident or expense resulting from events beyond Smaller Earth’s control including (but not limited to) natural disasters, acts of war or terrorism, strikes, incidents of politically motivated violence, sickness or quarantine, government restrictions or regulations or transportation accidents.

By completing the on-line registration process and ticking your acceptance of this contract you agree to be bound by its terms.

Please make a copy of this Programme Agreement for your records.