

## Umowa Uczestnictwa w Programie Wymiany Kulturalnej

§1 Niniejszą Umowę zawarto pomiędzy THE AMERICAN INSTITUTE FOR FOREIGN STUDY (UK) LIMITED (nr spółki 939488), z siedzibą przy 37 Queen's Gate, Londyn, SW7 5HR, Wielka Brytania, zwanym dalej „AIFS (UK) Ltd”, „AIFS”, „we” lub „Camp America” oraz:

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*imię (imiona) i nazwisko*

zameldowanym, ew. zamieszkałym na stałe w (prosimy wpisać adres zameldowania ew. stałego zamieszkania):

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data urodzenia: \_\_\_\_\_ w \_\_\_\_\_  
*dzień, miesiąc (słownie), rok* *miejsce urodzenia*

zwanym dalej „Wnioskodawcą”, „Uczestnikiem”, lub (w języku angielskim) „you”, „Applicant” lub „Participant”.

§2 Integralną częścią niniejszej Umowy są:

a) warunki i zasady określone przez AIFS (UK) Ltd. w następujących publikacjach odnoszących się do programu „Camp America” organizowanego w sezonie 2014/2015, z wyjazdem w roku 2015: „Terms and Conditions – Camp America season 2014/2015 – v.1 (Poland)” oraz „Zgoda na przetwarzanie danych osobowych” (w załączeniu).

b) od momentu otrzymania przez Wnioskodawcę poprzez konto na stronie [www.mycampamerica.com](http://www.mycampamerica.com) informacji „Placement Details”, integralną częścią niniejszej umowy stają się również: informacja „Placement Details”, aktualna broszura „Participant's Handbook” oraz program ubezpieczeniowy, zamieszczone na koncie Uczestnika.

§3 Podpisując niniejszą Umowę Wnioskodawca potwierdza, że:

a) przeczytał i w pełni zrozumiał wszystkie informacje zawarte we wszystkich dokumentach źródłowych, o których mowa w paragrafie 2 niniejszej Umowy, a także, że zobowiązuje się przestrzegać wszystkich zaleceń, warunków i zasad w nich zawartych.

b) przyjmuje do wiadomości i zgadza się na to, aby interpretacja opisów warunków i zasad programu zamieszczonych w angielskojęzycznych materiałach źródłowych i dokumentach wymienionych w paragrafie 2 niniejszej umowy, oraz informacji udzielonych przez Wnioskodawcę w języku angielskim w formularzach zgłoszeniowych Camp America, następowała według zasad interpretacji przyjętych w języku angielskim. **Wnioskodawca oświadcza, że zna język angielski w stopniu wystarczającym do prawidłowego zrozumienia wymienionych w niniejszej Umowie angielskojęzycznych materiałów źródłowych oraz do efektywnego komunikowania się za granicą.**

c) rozumie, że **zobowiązany jest do osobistego uczestnictwa** w spotkaniu informacyjnym „Orientation Meeting” organizowanym przez Camp America przed jego wyjazdem z Polski, w pełnym wymiarze czasu (do 5 godzin), w miesiącu maju lub czerwcu. Spotkanie może odbyć się w dowolny dzień tygodnia, najprawdopodobniej jednak w piątek, sobotę lub niedzielę. O dokładnym czasie spotkania Camp America poinformuje Uczestnika drogą emailową z min. dwutygodniowym wyprzedzeniem. Oprócz obecności na ww. spotkaniu, Uczestnik zobowiązuje się również do dokładnego zapoznania się ze wszelkimi materiałami informacyjnymi dostarczonymi mu przez Camp America przed wyjazdem, w tym zwłaszcza do rozwiązania i zdania przed wyjazdem elektronicznego testu wiedzy dotyczącej Camp America i wyjazdu do USA, opartego na tych materiałach. Camp America nie odpowiada za skutki niezapoznania się z ww. materiałami ani za skutki nieobecności na spotkaniu informacyjnym.

§4 Niniejszą Umowę sporządzono w dwóch egzemplarzach, dla każdej ze stron.

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*czytelny podpis Wnioskodawcy, miejsce i data*

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*z upow. AIFS (UK) Ltd., miejsce i data*

## Zgoda na przetwarzanie danych osobowych

Niniejszym wyrażam zgodę na przetwarzanie moich danych osobowych (w tym danych na temat stanu zdrowia) ujętych w formularzach zgłoszeniowych Camp America oraz wszelkich załącznikach do tych formularzy (m.in. w formularzach medycznych oraz zaświadczeniu o (nie)karalności), w bazie danych osobowych administrowanej przez AIFS (UK) Ltd., American Institute for Foreign Study Inc., American Institute for Foreign Study Inc. Przedstawicielstwo w Polsce lub American Institute for Foreign Study (Poland) Sp. z o.o., zwanymi dalej „AIFS”.

Oświadczam, iż przyjmuję do wiadomości i zgadzam się na następujące zasady przetwarzania moich danych osobowych:

- moje dane osobowe zostaną zebrane elektronicznie lub w postaci fizycznej, przez biuro AIFS lub przez działającą w Polsce osobę współpracującą z AIFS, zwaną dalej "Konsultantem" p. \_\_\_\_\_ i będą przekazywane poza granice Polski, w tym do państw Unii Europejskiej oraz do USA. W szczególności, moje dane osobowe mogą być zbierane i przekazywane za granice Polski także za pośrednictwem American Institute for Foreign Study Inc., Przedstawicielstwo w Polsce lub American Institute for Foreign Study (Poland) Sp. z o.o.

- moje dane osobowe będą przetwarzane w celach:

(i) weryfikacji mojej zdolności i możliwości uczestnictwa w programie wymiany kulturowej organizowanym przez AIFS oraz weryfikacji dostarczonych przeze mnie referencji;

(ii) zapewnienia mi, w razie zakwalifikowania do udziału w programie wymiany kulturalnej, odpowiedniego miejsca pobytu i uczestnictwa w programie wymiany kulturalnej organizowanym przez AIFS,

(iii) umożliwienia zarządzania programem wymiany kulturalnej organizowanym przez AIFS, w szczególności poprzez zapewnienie mi ubezpieczenia zdrowotnego, pomocy przy uzyskaniu wizy oraz pomocy w zorganizowaniu transportu,

(iv) marketingowych, w tym do przesyłania mi drogą elektroniczną informacji od AIFS, w tym od American Institute for Foreign Study Inc. Przedstawicielstwo w Polsce, American Institute for Foreign Study (Poland) Sp. z o.o. oraz podmiotów współpracujących.

- moje dane osobowe będą przekazywane osobom oraz instytucjom zaangażowanym w organizację programów wymiany kulturalnej AIFS w Unii Europejskiej oraz poza jej granicami (w tym w Stanach Zjednoczonych). Dane osobowe będą w szczególności przekazywane (elektronicznie i za pomocą nośników fizycznych) biurom należącym do sieci AIFS oraz ich pracownikom, właścicielom i pracownikom ośrodków współpracujących z siecią AIFS oraz ich doradcom, organom władzy, firmom ubezpieczeniowym oraz transportowym. W celu ochrony i zapewnienia bezpieczeństwa i komfortu dzieci znajdujących się pod moją opieką w czasie trwania programu, AIFS ściśle współpracuje z agendami rządowymi Stanów Zjednoczonych i innych państw przy zapobieganiu i wykrywaniu molestowania dzieci. W przypadku jakiegokolwiek mojego niewłaściwego postępowania o charakterze seksualnym, fizycznym lub werbalnym wobec dzieci, a także w przypadku naruszenia przeze mnie zasad programu, w czasie uczestnictwa w organizowanym przez AIFS programie wymiany kulturalnej, AIFS niezwłocznie zawiadomi odpowiednie agendy rządowe, instytucje publiczne oraz osoby udzielające mi referencji.

- dokumenty dostarczone przeze mnie do AIFS nie zostaną mi zwrócone, dlatego **zobowiązuję się do wykonania i zachowania dla własnego użytku kopii wszystkich dokumentów przed dostarczeniem ich do AIFS** i nie będę żądać od AIFS zwrotu oryginałów.

- mam prawo wglądu do moich danych osobowych oraz prawo ich poprawiania.

- podaję swoje dane osobowe dobrowolnie oraz wyrażam niniejszą zgodę także na przyszłość.

# Terms and Conditions

Camp America season 2014/2015 - v.1 (Poland)

The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. You should understand that Camp America is a Cultural Exchange Programme. The purpose of our programme is to foster global understanding through shared experiences and friendship with US staff and campers in the unique setting that is an American Summer Camp. We are designated a J-1 Sponsor by the US Department of State and further information about J-1 programmes can be found at <http://j1visa.state.gov/>.

## 1. The Camp America Programme

a) Camp America is part of the American Institute for Foreign Study (AIFS (UK) Ltd) (business address is 37 Queen's Gate, London, SW7 5HR, +44 207 581 7373). Camp America does not own any camps. Once placed, your camp will pay Camp America a fee which covers agency sponsorship, administrative fees, SEVIS fee & flight contribution.

b) Applicants who wish to participate on the programme should understand that they enter into a contract with Camp America (as the agency charged with finding you a placement) and will be bound by the following conditions. Once placed, you will additionally have an agreement with a specific camp.

## 2. Services provided by Camp America

### a) Placement

Camp America will assist you in completing your application (via face-to-face interview) and, subject to acceptance on to the programme, make your application available to camps searching for staff. Placements are made according to suitability of availability dates, skills and experience, therefore obtaining a placement is not guaranteed.

### b) Flight

Camp America will provide a basic London – New York return flight, the cost of which is covered by the fee paid by your camp to Camp America on successful completion of assignment. If you opt to fly from a European airport other than London, you may be charged an additional fee (see our website).

### c) Visa Sponsorship

Camp America will assist you in obtaining a J-1 U.S. visa by provision of the DS2019 and give you information relating to your work in the camp and your stay in the U.S.

### d) Arrival to the US

Camp America will provide lodging at a hotel or hostel selected by Camp America for the day of your arrival in the New York area, except where specified in your flight/travel to camp information via our on line system. If applicable, Camp America will arrange transportation for your arrival in New York to the Camp America accommodation following your June transatlantic flight. It should be noted that we will provide instructions for onward travel to your camp at the

hotel. Participants should expect to undertake transportation from the hotel to camp (which will be via plane, bus or train) by themselves. It should be noted that travel costs incurred at this time should be paid by the participant, but that these costs will be reimbursed by your Camp Director upon production of receipts. Transportation to camp will not be arranged by Camp America for participants who have previously arranged to be on the "Own Transport" scheme (OT), nor for those for whom May or July transatlantic flights have specially and individually been arranged. For more information, please see the Own Transport Agreement available on your account in the "Flights" tab. Please note that all May and July departures do not include the hostel/hotel stay in New York, regardless the destination, and fly directly to an airport near camp. Unless stated otherwise, OT and repeat participants travel to camp directly from the airport.

### e) Medical Insurance

Camp America's insurance provider meets sponsor requirements, such as insurance solvency rating, as specified by Department of State. We hold money that you pay to us for insurance in a trust account to protect your interests.

In return for a medical insurance payment we arrange for insurance to cover your medical treatments up to \$500,000 (semi private room only) and the cost of flying you home if medically necessary in accordance with the terms of the relevant policy. Participants pay a deductible/excess charge in respect of each separate sickness or injury.

Pre-existing conditions (even if declared in the Camp America application) are not covered by our insurance. Coverage may be obtained with pre-approval from the insurance company, whereupon payment of an additional fee will secure some additional limited coverage. All applicants (including those taking pre-existing coverage) will be required to complete the Camp America medical questions & submit a medical form signed by a doctor. Complaints regarding medical insurance should be directed to Allen Langer (alanger@campamerica.co.uk).

24 hour emergency medical assistance is provided by AXA +1-855-327-1411 (from outside the US call +1-312-935-1703).

### f) Emergency/Crisis Management

Camp America will make available at Camp America headquarters in Connecticut during normal business hours throughout your stay in the U.S. a member of our staff for purposes of consultation who can be reached by telephone +1-203-399-5000 (from outside the US) or on free-phone +1-866- 222-2074 (inside the US) and provide emergency back-up services.

## 3. Applications to Camp America

a) All applicants to the programme should be aware that Camp America is committed to Child Protection and the Safeguarding of Children and Vulnerable Adults. We require all participants to understand that any inappropriate behaviour toward children & vulnerable adults in the USA will be reported by camps to law enforcement authorities and the full force of the law will be brought to bear on perpetrators of abuse. We operate a Safer Recruiting policy and will require references, police checks, medical checks and other documents from you to support your application to our programme. Camp America believes that

children and vulnerable adults should never experience abuse of any kind and we are committed to work in a way that keeps Child Protection & Safeguarding at the centre of our practices and procedures.

You can read Camp America's full Child Protection & Safeguarding policy here: <http://www.campamerica.co.uk/page/child-protection-and-safeguarding-policy/264>

b) To apply to the Camp America programme, you must be aged at least 18 by June 1st, be able to provide, a police check (or DBS check if applying in the UK), 2 references that adhere to our 2015 reference policy (as detailed on our website).

c) Applications for the 2015 season are made via our On-Line system which is administered by AIFS (UK) Limited. By applying to the programme you accept our privacy and cookie policies and accept all communications via our online system.

d) Applications cannot be accepted without the Application Fee payment.

e) We actively promote equality of opportunity for all our applicants and seek out the right mix of talent, skills and potential and we welcome applications from a wide range of candidates. We select all candidates for interview based on their skills, qualifications and experience. At interview, or in a separate discussion, we ensure that an open and measured discussion takes place on the subject of any offences or other matter that might be relevant to a position with Camp America.

f) Booking a meeting with a Camp America interviewer/consultant (the "interview" or "consultation meeting") or acceptance of your application at a placement event constitutes application to the programme.

g) Camp America may refuse to accept an application, or may reject/withdraw an application at any stage without reason.

h) It is your responsibility to ensure your application is completed within the time frame communicated by Camp America. If you fail to complete your application, submit your references, police check, medical form or make payments by the deadlines communicated by Camp America your application will be cancelled and no refund will be given.

i) Repeat applicants applying to a new camp are required to have a positive reference from their former camp and attend an interview.

#### 4. Late Applications

a) Late applications will only be accepted for pre-placed applicants up until 15th May 2015 (depending on availability of embassy interviews in your country of application). A late application fee will apply for all applications received after 31<sup>st</sup> May 2015.

b) Unless stated otherwise on your account ("Flights" tab), all applications received after 1<sup>st</sup> March 2015 should expect to depart from London.

#### 5. The Applicant Programme Fee

a) Payments to Camp America are currently (as of 1<sup>st</sup> September, 2014):

##### **All First Time Applicants (Poland):**

	Using Camp America flight	Arranging their own flight
Application Fee	PLN 299	PLN 299
Assessment Fee	PLN 199	PLN 199
Confirmation Fee (incl. medical insurance & departure fees)	PLN 1985	PLN 1565
<b>Total Camp America Fees</b>	<b>PLN 2483</b>	<b>PLN 2063</b>

Please note that early application discounts may apply as announced on the Camp America websites. Please also note that in this category your pocket money is fixed (for details see your CAD account) and your camp is charged full programme fees. In all instances, your camp will be billed \$35 SEVIS fee.

##### **Returning Applicants (Poland):**

##### ***The first 100 Repeat Campowers going to the previous camp:***

	Using Camp America flight	Arranging their own transport
Application Fee (PLN 115 of this payment is non-refundable when DS-2019 has been issued)	PLN 299	PLN 299
Assessment Fee	PLN 199	PLN 199
Confirmation Fee (incl. medical insurance & departure fees)	PLN 1233	PLN 813
<b>Total Camp America Fees</b>	<b>PLN 1731</b>	<b>PLN 1311</b>

Camp America will notify previous year's participants by email when the limit of the first 100 Repeat Campowers has been reached. Please note that in this category you negotiate your pocket money directly with your camp and your camp is not charged programme fees. However, if you are using Camp America flight, your camp will be billed approx. \$995. In all instances, your camp will be billed \$35 SEVIS fee.

##### ***Over-100<sup>th</sup> Repeat Campowers going to the previous camp, and all Repeat Campowers going to a new camp:***

	Using Camp America flight	Arranging their own transport
Application Fee (PLN 115 of this payment is non-refundable when DS-2019 has been issued)	PLN 299	PLN 299
Assessment Fee	PLN 199	PLN 199
Confirmation Fee (incl. medical insurance & departure fees)	PLN 1985	PLN 1565
<b>Total Camp America Fees</b>	<b>PLN 2483</b>	<b>PLN 2063</b>

Please note that in this category your pocket money and the fees paid by your camp are the same as in the case of First Time Applicants.

**Repeat Counsellors going to the previous camp:**

	Using Camp America flight	Arranging their own transport
Application Fee (PLN 115 of this payment is non-refundable when DS-2019 has been issued)	PLN 299	PLN 299
Assessment Fee	PLN 199	PLN 199
Confirmation Fee (incl. medical insurance & departure fees)	PLN 1233	PLN 813
<b>Total Camp America Fees</b>	<b>PLN 1731</b>	<b>PLN 1311</b>

Please note that in this category you negotiate your pocket money directly with your camp and your camp is not charged programme fees. However, if you are using Camp America flight, your camp will be billed approx. \$995. In all instances, your camp will be billed \$35 SEVIS fee.

**Repeat Counsellors going to a new camp:**

	Using Camp America flight	Arranging their own transport
Application Fee (PLN 115 of this payment is non-refundable when DS-2019 has been issued)	PLN 299	PLN 299
Assessment Fee	PLN 199	PLN 199
Confirmation Fee (incl. medical insurance & departure fees)	PLN 1713	PLN 1293
<b>Total Camp America Fees</b>	<b>PLN 2211</b>	<b>PLN 1791</b>

Please note that in this category your pocket money is fixed (for details see your CAD account) and your camp is charged programme fees. In all instances, your camp will be billed \$35 SEVIS fee.

**All participants will additionally pay:**

- approx. PLN 30 police check cost
- approx. PLN 528 U.S. embassy fee
- approx. PLN 30 visa courier fee

These costs are paid directly to the appropriate third party organizations. As 3<sup>rd</sup> party costs, these are subject to change and are non-refundable.

For sale of travel insurance Camp America (AIFS UK Ltd) is an appointed representative of CareMed, which is authorised and regulated by the Financial Conduct Authority (FCA), FCA Firm Reference Number 493329.

Camp America (AIFS UK Ltd) offers insurance products from a single overseas insurer and you should note that money received for insurance is transmitted outside of the

UK. We provide 'non-advised sales' which means you will not receive advice or recommendation from us with regards to travel insurance.

b) PLEASE NOTE: Prices are fixed until December 1st 2014, however 3rd Party costs (detailed in the section 'What is not included in the Programme Fee?') are subject to airline and Government revision and cannot be guaranteed.

**6. What is included in the Applicant Programme Fee?**

a) Payments to Camp America include Application & Placement Services, J-1 Visa sponsorship, medical insurance, departure fees (including security, fuel, tax & departure fees).

**7. What is not included in the Programme Fee?**

a) Third party costs incurred in obtaining criminal and medical record checks, and costs related to the Embassy J-1 visa application are not covered.

b) Costs incurred during travel to interview, doctor's appointment, placement events, orientation, US Embassy and airports.

c) Fuel surcharges by airlines and departure taxes are subject to change and increases will be passed on to participants.

d) Transportation costs from the Camp America hotel to camp (which will be via plane, bus or train). These costs will be reimbursed by your Camp Director upon production of receipts.

e) At the end of camp all participants will be required to make their own way back to New York at their own expense for their return flight.

f) Additional charges are made for optional items such as Baggage Insurance, merchandise and certain return flight options. These items can be selected if you wish via your Camp America Direct (CAD) site, which is available to you online following acceptance on the programme.

g) Please note that some camps may require immunizations, such as for Hepatitis A or B, Mumps or TB and any costs incurred are the responsibility of the applicant to comply with these requirements.

**8. Payment deadlines**

a) Programme payments are due 14 days from the date the charge appears on your Camp America Direct (CAD) site at the address <https://mycampamerica.com>. You should adhere to deadlines issued via 'Camp America Direct' (CAD) site in order to avoid penalties.

**9. Acceptance on to the programme**

a) Following interview, your application will be submitted to the Camp America office for assessment. Once a completed application with references & police check have been received and Assessment Payment has been made, we will determine if your application can be accepted and made available to US Camp Directors to view online.

If your application is accepted there is no guarantee that a camp will offer you a summer position. Placements are offered based on a match in your availability, skills and experience. Placements are made from season start through to early July.

## 10. Notification of Placement

a) You will be notified of placement via your CAD site. You are required to accept your placement within 7 days of the offer being made. We strongly advise you to review, not only the camp information on CAD, but also the specific camp's website. Once your placement is confirmed, you will be sent a copy of your placement information by email and you will be expected to pay your Confirmation Fee within 30 days. However, if your placement is made after 30th March 2015, you must make your payment immediately.

## 11. Criminal Background Check

a) You are required to declare criminal convictions including juvenile cautions, reprimands and current charges. This is a requirement of the US Embassy in the visa process and may mean a longer visa application process. As Embassy regulations are extremely strict, non-disclosure of information may result in a longer visa process and in some cases visa refusal. Failure to reveal information that is directly relevant to the position sought could lead to withdrawal of an offer of employment. No refunds will be given to participants whose visa has been refused due to a criminal background. Failure to disclose details of criminal convictions (including juvenile, cautions and current charges) are grounds for dismissal from the programme, and will lead to any payments already made being forfeited. If you have had incidents with the law, you are advised to check our website and discuss such matters with your interviewer or the local recruitment office before you are interviewed for the programme. Please note that because all our participants work closely with children our programme comes under the Rehabilitation of Offenders Act 1974 (Exception) Order 1975 and you must therefore declare relevant spent convictions.

b) Camp America requires all participants including returners to provide Criminal Background checks (see our website or talk to your interviewer for details). Charges for a criminal record check varies from country to country and payment will be the responsibility of the applicant. Camp America reserves the right to dismiss anyone from the programme without compensation or refund if they are found to have concealed any criminal conviction, caution or pending charge. You are therefore advised to make such information known at the earliest possible opportunity. If you have problems with legal authorities between applying to the programme and embarking for the United States you must notify the London Office of Camp America. Any attempts to conceal such incidents are grounds for dismissal from the programme and will lead to any payments already made being forfeited.

c) UK only - in the UK, it is Camp America policy to obtain DBS checks under the American Institute for Foreign Study (AIFS) name. You will be required to supply 3 forms of identification at interview. Following your interview (within 2 days) you will be required to go online and submit your payment for Police Check directly to our processing partner according to instructions we give you. This charge is currently £53 but subject to change beyond our control. If you are unable to present all 3 forms of identification at interview, you will be required to complete an ID check in person with the Post Office. The Post Office will charge a fee for undertaking this ID Check service of approximately

£5 which is also subject to change beyond our control. Once you have received your DBS check, you will be required to submit your original DBS check to Camp America within 7 days of receiving the check.

Scottish Applicants – in Scotland applicants will be required to obtain and submit an 'International Child Protection Certificate' (ICPC). The original ICPC should be submitted within 7 days of receiving the check.

Applicants who fail to submit their Police Check forms in a timely manner may be required to obtain additional checks at their own expense.

By submitting your DBS/ICPC check to Camp America, you are giving your full permission for this check to be shared with Camps.

d) Applicants with a previous conviction should be aware that additional costs may be incurred if additional checks are deemed necessary and may also incur additional Embassy costs during the visa application process.

## 12. Medical Background Checks

a) There are a number of medical conditions that render applicants ineligible for the programme. Please see the FAQ section on our website, [www.campamerica.co.uk](http://www.campamerica.co.uk), for the details of our current medical policy.

b) Having checked the website, please discuss with your interviewer any medical problems that you have or have had in the past which may affect your chances of being placed or of participating on the programme. You will be required to complete a medical history form countersigned by your doctor. Failure to disclose relevant medical information at the earliest opportunity is grounds for dismissal from the programme. Any payments already made will be forfeited, and our medical insurance policy rendered invalid.

c) Please note that pre-existing medical conditions may not be covered by Camp America's insurance provider, and participants may be required to buy a supplementary non-Camp America policy at their own additional expense to ensure they have sufficient coverage for programme participation. An additional administrative fee will apply in order to check the additional policy meets the necessary regulatory programme standards as set by the US Government. This insurance policy must specifically cover working situations.

## 13. Changes to your Criminal or Medical Background

a) Even after you pass the interview and are accepted as a candidate for the programme and after being offered a place, it remains your responsibility to inform the Camp America office by email to [enquiries@campamerica.co.uk](mailto:enquiries@campamerica.co.uk) and [help@campamerica.pl](mailto:help@campamerica.pl) of any material changes to your medical or criminal history. Camp America reserves the right to vary, delay or cancel your placement should your criminal or medical circumstances change or deteriorate between the time of your application and the date that you are due to depart for the United States. Please note that some camps may require immunizations, such as for Hepatitis A or B, Mumps or TB, and any costs incurred are the responsibility of the applicant.

b) Failure to supply criminal history documentation or medical documentation within 14 days of placement may

result in your placement and flight being suspended and penalty fees (USD\$200 plus airline charges) being imposed in order to reinstate your application.

#### 14. Obtaining the J-1 Visa

a) You agree to complete all visa requirements including attending personal interview at the United States Embassy or Consulate at your own expense in accordance with the instructions thereof and to be responsible for obtaining a valid passport at least six months prior to departure.

b) You are required to declare at your Camp America interview any previous US visas applied for. Failure to declare this information can have serious consequences on your visa application and may result in dismissal from the programme, and any payments will be forfeit.

c) Once you have accepted a placement and upon receipt of the Assessment Fee and Police Check, Camp America will dispatch the DS2019 visa application form required for application for the J-1 visa from your nearest American Consulate.

d) You cannot participate on the programme without a J-1 visa stamped in your passport.

e) This visa is obtained by attending a face to face interview at your nearest American Embassy/Consulate. All US embassies now impose dollar based visa fees mandated by Congress (currently US\$160 plus courier fees), which you will be required to pay in addition to Camp America payments (see our website for the most recent details). Applicants are also responsible for the costs of travel to and from their visa appointment and any courier fees charged by the embassy (see our website for further details of embassy procedures). Applicants are advised to complete visa interview formalities as soon as possible once placement is confirmed. Interview appointments become very booked up after April 1st – and failure to book a timely appointment or update your CAD record with your appointment date will constitute cancellation from the programme.

f) Repeat Applicants – Applicants intending to repeat on the Camp America programme are required to have their visa paperwork submitted to the embassy before March 1st 2015.

#### 15. Visa Refusal

a) If you are refused a visa by the American Embassy/Consulate, you must inform Camp America immediately. Refunds of payments made to Camp America may be made at the discretion of Camp America, once proof of refusal is received, but cannot be made if the refusal has been caused by any misrepresentation on the part of the applicant. If you have been previously refused a visa, or you have failed to follow instructions given by Camp America regarding your visa application, no refund will be given. It should be noted that to process your J-1 visa the US Embassy will be required to keep your passport in order to print the visa into it. You should notify Camp America if you need to use your passport for other travel in the April to July period. Please email to [visa@campamerica.pl](mailto:visa@campamerica.pl) and [visa@campamerica.co.uk](mailto:visa@campamerica.co.uk).

#### 16. Visa Regulations – while in the USA.

a) You are permitted to enter the US no more than 30 days before the programme date shown on your DS2019. You are not permitted to work during this time. Upon successful completion of your programme you have a grace period of 30 days to depart the US. The United States Government has greatly improved systems to track participants who over stay their visas and the penalties involved may well include lifetime bans for the violator and their relatives. Camp America will assist the United States authorities in every way to deport anyone who violates the privileges of their J-1 cultural exchange visitor's visa. In addition to reporting all violators of the visa to the US authorities, Camp America will report all such visa misdemeanors to the university, college, employer and referees of anyone who abuses the privileges of the visa. Please note that Campower programme participants, who are university/college students, must return to their homecountry within 30 days of their programme end date (as printed on their DS 2019), but no later than in time for the beginning of the academic year on Oct 1<sup>st</sup>, even if their grace period extends beyond that date.

b) If you are participating on the Campower programme, you will additionally be required to complete a 'Monthly Check-In' which will be emailed to you every 30 days. Completing this questionnaire is a regulation of your programme and failure to do so within 48 hours will result in your visa status being set to 'inactive' in the US Department of State SEVIS system.

c) You agree to abide by all appropriate regulations and instructions of the U.S. Government, including returning home within the designated period of 30 days following successful completion of the programme. (Campower programme participants – please also see point 16 a)

d) As your visa sponsor, Camp America has the right to revoke J-1 visa sponsorship at any time if you fail to comply with programme requirements. If your visa is set to 'inactive' while you are in the US, you will have 7 days to regularize your status or depart the US.

#### 17. Participation on Camp America – placement on a camp.

a) Camp America does not own or in any way assume responsibility for the operation of camps. The running of each camp is solely at the discretion of its proprietor and/or director. As a consequence, Camp America 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 camps. If you consider that 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 director or proprietor of the individual camp or resort. Your acceptance of a placement with a camp is subject to this condition.

b) You are required to complete a 9 week assignment (10 weeks for Day Camps).

c) Any requirement to work longer than 9 weeks should be confirmed with your Camp Director prior to the start of your placement. Participants taking a Day Camp placement may be required to undertake a 10 week placement due to the time off given during the placement. Camp America is required by the US Department of State to keep your SEVIS record updated. You are therefore required to keep Camp America informed of any changes to your placement regarding length of placement.

d) The responsibility of the camp to you is limited to housing, food, linen, the cost of transport from the arrival city in the U.S. to the camp, and pocket money paid to you by the camp. If any problems should arise between you and your camp during the course of your stay, you must promptly inform our representative in Connecticut via our 24/7 answering service on +1-866-222-2074.

#### 18. While on Camp:

a) You agree to carry out your Camp Counsellor/Campower duties and other responsibilities towards the participating camp to the best of your ability and with due respect.

b) You agree to co-operate fully with those supervising the programme on behalf of Camp America, and you agree to abide by any reasonable instructions they may give you.

#### 19. Child Protection

a) Camp America considers children and young people to be individual and valuable members of society who have an unconditional right to be treated with dignity and respect. As such they should be fully protected against any exertion of inappropriate power, whether sexual, physical or emotional. Relationships with campers, or with anyone under the age of 18, are strictly forbidden. This is a zero tolerance policy. Camp America will fully support any action taken against perpetrators of abuse.

#### 20. Behaviour, drugs & alcohol

a) You agree to abide by all lawful rules and reasonable regulations of Camp America contained herein and of the camp in which you are placed. Please be advised that all camps have a strict no alcohol/drugs policy. This is a zero tolerance policy. If you break any of these rules you will be required to leave camp immediately and to fly home at your own expense. You will be responsible for your own costs (travel, food, accommodation etc.) and for any costs incurred by Camp America, also through non-payment or reduced payment of fees by the camp. It is illegal to buy, consume or be in possession of alcohol under the age of 21 in the USA.

#### 21. Emergencies while in the US

a) Understand that Camp America or its affiliates or agents 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 us, our agents or the summer camp in which you are placed for any expenses incurred by us or them 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 desirable by Camp America or its agents, you authorise them to transport you back to your country of origin at your own expense.

b) You agree to waive and release Camp America and its affiliates, agents 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, strikes, incidents of politically motivated violence, terrorism, sickness or quarantine, government restrictions or regulations, and, in the absence of gross negligence (or

negligence in the case of personal injury) by Camp America, arising from the use of any vehicle or from any act or omission by any agent or employee or guests of the participating camp, individual, firm, or company in relation to transportation to, from and within the U.S. or another facility or service organised on your behalf.

c) You consent to the release of your personal information to medical providers and insurance providers/brokers. This includes but is not limited to all information supplied on application forms and medical forms.

#### 22. Pocket Money (payment from Camp)

a) Reimbursement for the full pocket money indicated in your online personal placement profile will be awarded based upon the following criteria of days worked - 63 days for Camp, 70 days for Day Camps. If you do not work the full amount of days indicated above for your respective programme, you will be awarded your pocket money on a pro-rated basis upon the number of days you actually worked. If you leave the programme for any reason, you will also only be given pro-rated pocket money based upon your actual days worked. This pocket money payment includes the refund of payments you paid to Camp America prior to your departure.

b) The amount of pocket money ("kieszonkowe"/"suma gwarantowana") is a gross amount ("kwota brutto"). Therefore, taxation may be deducted from the amount of after camp payment you receive. You can claim this money back from the United States Government. Camp America will assist you in obtaining this refund by referring you to a commercial tax assistance company who will charge for their services. Please note that you are personally responsible for payment of any taxes due in your home country and that Camp America employees cannot and will not assume the role of your tax advisors.

#### 23. Flights to the US – charges & penalties

a) Payment of your Confirmation Fee/medical insurance is your confirmation to us to ticket your flight. If you withdraw from the programme following the ticketing of your flight, you will be required to pay an additional \$200 towards your unused flight ticket. Penalties are necessary because of the expense of flight reservations, interviewing, matching applicants with vacancies and general administrative costs involved in the programme. Camp America must be informed immediately of all cancellations.

b) In most instances your departure airport will be assigned according to the country from which you apply. The flight will either be free or subsidized and a regional supplement due. If you wish to depart from an airport different than indicated by Camp America, you must inform your local office no later than on the day of obtaining your placement. Camp America does not guarantee that your request will be fulfilled, but if it is, an additional charge of min. PLN 150 will apply.

c) No changes to your choice of departure airport can be made after 15<sup>th</sup> March.

d) After you have confirmed your westbound (to US) flight, any changes will incur a penalty fee of \$100 prior to departure. If you reject your assigned westbound flight within 48 hours of your flight the penalty is increased and can be up to \$275.

e) Understand that Camp America flights, unless specified otherwise, will normally depart from and return to London (unless a special surcharge is paid to Camp America in order to depart from another airport) and that you are responsible for any other transport costs prior to departure and upon your return.

f) You agree to be present in good time for all flights or other transportation provided or arranged by Camp America. Camp America will not provide or be responsible for alternative transportation, except in the case of illness or accident in accordance with its group insurance policy.

#### 24. Flights from the US

a) You understand that you must make your own way back to your assigned U.S. departure airport (usually New York – JFK or Newark airports) at the end of the programme in time for your return flight and pay any transportation costs from your camp to the airport.

b) Detailed procedures of eastbound (from US) flights will be sent to you from August 1<sup>st</sup>.

c) Due to a high volume of air travel there are a certain dates that may be very difficult to book flights back from the USA. For summer 2015 these dates are August 24th to September 4th for 2015. Unless a flight date is requested before April 1st 2015 we will be unable to provide flights during the specified dates.

d) You will be required to select your return flight option before you depart for the U.S, but no later than on the day of obtaining your placement. If you need to change your return flight date once the ticket has been purchased by Camp America, or once in the US, a change fee of \$200 will apply. All changes will be subject to airline availability in the booking classes/codes that we utilize and we cannot guarantee that your requested date will be available. In some cases flights might be available at a price over and above that covered by the \$200 change fee and if this is the case you will be offered the option to pay the costs over and above \$200 in order to get the date you have requested, or remain at your original date, or accept an alternative date that we can offer within the \$200 change fee.

#### 25. If Camp America fail to place you

a) If Camp America does not accept your application, or if we fail to find you a placement, you will receive a refund of all payments made to Camp America. If a position cannot be found, you will be informed as soon as possible, usually by 30<sup>th</sup> June and no later than 31<sup>st</sup> July, and have your Application Fee and Assessment Fee refunded, usually within two weeks, provided that you have supplied us with full and correct data of your bank account. Please note that third party costs even if paid (such as police check/doctor's appointment fees) are not refundable. Being unplaced in a season will not affect any future applications to Camp America.

#### 26. If you withdraw from the programme: before placement.

a) Substantial expenses are incurred by Camp America on your behalf while your application is considered by Camp Directors. If you withdraw following a successful interview, you will forfeit your Application Fee, Assessment Fee & Confirmation Fee. (At Camp America's discretion exceptions may be made in some cases of bona fide illness

or medical incapacity as confirmed by a medical certificate.) If you decide to withdraw from the programme, you must inform Camp America via your CAD site immediately in order to reduce/limit penalties due.

#### 27. If you withdraw from the programme: after placement (prior to departure)

a) After placement, if you fail to participate for any reason except bona fide illness, medical incapacity (as confirmed by a medical certificate and at Camp America's discretion), the Application, Assessment & Confirmation payments along with airport tax, together with any regional flight surcharges will be forfeit.

#### 28. Once in the US: if you withdraw from the programme or your placement is terminated

a) Should you decide to leave camp early or if you do not accept a rematch, you will be liable to reimburse Camp America a portion of the agency fee (US\$800) which is normally paid by camp on the completion of your 9 week assignment. This amount will be pro-rated (as will your pocket money) according to the number of days completed.

b) If you are unable to complete your assignment due to a medical reason (as determined by a doctor in the US) Camp America Insurance, if purchased, will cover the cost of your alternative flight home in accordance with the terms of the relevant policy (pre-existing conditions may not be covered). The amount of pocket money to be paid will be determined on the time you worked on camp. Application payments, airport tax contribution, insurance payment and all other payments will not be refunded.

c) If you are fired from camp, resign, leave camp due to homesickness or if you engage in conduct that in the opinion of Camp America is deemed detrimental, our sponsorship will be revoked, you will forfeit your pocket money, application payments, airport tax contribution, insurance payment and all other payments. Medical Insurance coverage ceases when our sponsorship is revoked and you are no longer a participant on our programme. You will also jeopardise your visa status and be sent home at your own expense. You will not be permitted to remain in the United States under the terms of your J-1 visa and must leave the country or regularise your immigration status immediately.

d) Camp America has a legal and moral obligation to report to the US authorities anyone who leaves the programme prematurely (of their own decision or by being fired from camp for any reason) or who in any other way violates their J-1 cultural exchange visitor's visa. You will also be liable to pay up to US\$800 to cover costs incurred by Camp America through non-payment or reduced payment of fees by the camp.

#### 29. Seeking a rematch while in the US

a) Sometimes participants may seek a rematch to a different camp while in the US. Once you arrive in the US, Camp America's ability to rematch you, if your initial placement is unsuitable, is limited, but we will make every effort.

If, through no fault of your own, your initial placement is unsuitable, it is important that you contact our US office and inform us of the details. If possible, we will undertake the search for an alternative placement, but only once a

positive recommendation has been received from your previous camp, otherwise you will not be permitted to remain in the United States. Please note that even with a positive recommendation rematch after firing is at Camp America's discretion, and if not possible, penalty fees will apply.

In order for Camp America to begin search for the alternative placement, you will need to quit the original placement first, leave your camp at your own expense and wait for the alternative placement at a place agreed on with Camp America. Accommodation, travel and food costs etc. during the time of seeking a new placement will be your responsibility. Therefore you will need to cover the cost of your stay at that place and subsequently all the travel costs to the alternative placement. During this time you will be required to maintain daily contact with our US office or will be deemed to have left the programme and cancellation of our visa sponsorship will ensue. Participants who do not accept a new placement at that time will be liable for the cost of their return flight. If a new placement cannot be found, you will be required to leave the country immediately.

### **30. Camp America withdrawing a placement prior to departure.**

a) In order to protect the children in the facilities to which we send staff, Camp America reserves the right to cancel placement without explanation right up to the moment of departure. In these very rare circumstances, at Camp America's discretion, a refund of charges will be made.

### **31. Refunds & Complaints**

a) We take complaints very seriously and request complaints to be put in writing. We will always endeavour to provide you with a detailed response in a timely manner. Applicants should be aware that all refund claims should be submitted by November 30th in the year you applied for or participated on Camp America programme. No further claims will be accepted after this time. Complaints should be emailed to [enquiries@campamerica.co.uk](mailto:enquiries@campamerica.co.uk), copy to [help@campamerica.pl](mailto:help@campamerica.pl), with the subject heading of 'Complaint'. Insurance complaints should be emailed to [alanger@campamerica.co.uk](mailto:alanger@campamerica.co.uk), copy to [help@campamerica.pl](mailto:help@campamerica.pl).

b) It should be noted that only Camp America fees are refundable and such determination will be made by Camp America at it's sole discretion. Some third party fees (which may be paid via Camp America) are non-refundable.

### **32. Participation on a Cultural Exchange**

a) Understand and acknowledge that you are not an employee or agent of Camp America or any affiliate thereof and agree not to make any representations to any third party or employee of the participating camp to that effect. You understand that you are a cultural exchange visitor and not an employee of the camp to which you are assigned.

b) As a Cultural Exchange Visitor you are expected to experience & form a greater understanding of the culture of the US. Camp America encourages you take full advantage of days off and time after camp to travel, learn & enjoy.

### **33. Final remarks**

a) You understand that Camp America and its staff undertake at all times to treat applicants and enquirers with

courtesy and respect. In return for this we require our applicants to always be courteous and polite to our staff and associates. You therefore agree that hostile or aggressive behaviour by applicants will result in immediate dismissal from the programme and the forfeiting of all payments.

b) You consent to your personal information being held, processed and disclosed by Camp America both within and outside the EU. Participants understand that data will be transferred both electronically and by physical means between AIFS offices and US employers, government departments, airlines, insurance providers and other relevant suppliers and have supplied this information for the purpose of seeking seasonal work/placement in the USA and in order for Camp America to arrange transport and visa services. For the purposes of this clause personal data includes but is not limited to all information supplied on application forms, medical forms and criminal record confirmations. For full details on how we use personal information click here to view our privacy policy: <http://www.campamerica.co.uk/page/privacy-policy/30>.

c) You consent to your image and any comments, photos and videos uploaded to the Camp America website or taken at Camp America events or on camp to be used for marketing purposes.

d) You understand Camp America has been designated a sponsor for J-1 exchange visitor programmes by the US Department of State and, as such, adheres to strict regulations and codes of conduct in regard to your placement and working conditions. For your reference the Department of State Summer Work Travel Helpline is: +1-866-283-9090.

e) You understand that the law of the State of Connecticut should apply to the Agreement between us and you agree to submit to the jurisdiction of the Connecticut Courts.

f) A COPY OF ALL TERMS AND CONDITIONS & PRIVACY POLICY IS AVAILABLE AT ALL TIMES ON OUR WEBSITE, WWW.CAMPAMERICA.CO.UK