



JMD Consulting Limited / The Global Student (TGS) Terms and Conditions 2020

JMD Consulting Limited / The Global Student (TGS) provide packaged and customised educational programs in the form of internships, study tours and volunteer programs. TGS works with universities and other partners to develop bonafide, risk averse and culturally valuable, and fun, life-changing experiences.

These terms and conditions outline the parameters within which TGS works, and sets out the expectations for partner universities, program partners and program participants.

Program participants agree

- to provide relevant, correct, and necessary documentation in accordance with deadlines and in the format requested
- to advise TGS if there is any form of physical, learning, mental health or other disability or impairment that may require support services in-country. Participants must be aware that the level of health or support services available in Australia may not be accessible offshore.
- to adhere to payment policies and procedures, including the TGS refund policy
- to these Terms and Conditions, the TGS Privacy Policy and any other policies provided by a partner or service provider necessary to the programs delivery
- neither TGS nor any of its employees, service providers, supporting organisations or agencies shall be responsible or liable for injury, illness, loss, damage, deviation, delay, curtailment, however caused, or the consequences thereof which may occur during any travel or program
- that they are an ambassador for both the participant's home institution and Australia, with consideration to the different cultures, laws, and customs of the host country
- that should a participant fail to behave in a manner expected by TGS and the participants home institute, they will inform the University and seek to have the student removed from the program and the country
- TGS will provide the participant with confirmation into a program once the deposit has been received.
- In the case of an internship, participants should not arrange airline tickets prior to receiving a confirmation letter from TGS detailing the internship position
- Academic credit is determined by the home university

Fees and Payments

Program inclusions are packaged and cannot be split into sub-components in any circumstance, including for the purposes of itemised invoices. The program fee is subject to change until paid in full. If a participant does not attend an on-site excursion or activity, no refund will be provided.

TGS accepts no responsibility for difficulties encountered, or loss or expenses incurred, as a result of negligent or irresponsible behavior on the part of the participant.

No refunds are given in the case of a participant abandoning a program for any reason.

Program Fee Changes

TGS reserves the right to vary program fees in the event of changes in exchange rates or price rises made by partners or other suppliers. If the cost of any service increases due to exchange rate fluctuations, price increases, tax changes or any other reason, participants are required to pay the increase when notified, or may cancel a program which may result in cancellation fees, per the TGS Refund Policy

Program Cancellations

TGS reserves the right to cancel (or modify) any program if there are insufficient registrants (in the rare case that minimum numbers may apply) or if TGS and/or the partner university determines it is in the best interest of the applicant's safety and quality of programming to cancel the program. Should a program be cancelled for any reason, applicants will, where possible, be offered the option of positions in other programs or destinations, or a full refund on all fees paid.

Unforeseen Circumstances

In the event of circumstances beyond the control of TGS Students, including the outbreak of war, acts of terror, civil unrest, natural disasters and situations where a participant's safety is compromised due to different customs, standards, health regulations, laws and risks, TGS reserves the right to modify, suspend or terminate either the participants involvement in the program or the program itself. Students agree to abide by the directions given by TGS in accordance with the TGS Risk Management policy, and their home University.

Release of Liability and Assumption of Risks

TGS its partners, agents, employees and staff give notice that they act solely on behalf of and for the benefit of the participants, on the express agreement that TGS shall not be liable, financially or otherwise, for non-performance or unsatisfactory service; for the injury to persons including death; for loss of or damage to property; for accident or delay; and/or for expenses arising from strikes, weather, quarantine, sickness, government regulation, civil unrest or war; or from any act or omission of TGS service providers, agents or employees and/or airline, mail services, rail, bus company, vehicle rental entity, hotel, restaurant or other supplier of service.

By agreeing to these Terms and Conditions, participants assume all of these risks and agree to indemnify TGS, its officers, directors, partners, program providers and employees harmless for any and all liability that may arise in connection with participation in a TGS program.

In particular for volunteer programs, participants accept that they will be subjected to various physical and emotional demands and accept that the standard of living, including food, hygiene, safety and accommodation in the

relevant country, may be below the general standards of their own country. The participant also understands that certain risks may arise, including, but not limited to, hazards of travelling in remote areas; travel by automobile, van, bus, plane, boat, train or any other means of conveyance; the forces of nature; civil disturbances; national or international conflicts; terrorism; arbitrary itinerary changes made by foreign governments or vendors; dive related accidents; boat accidents; interacting with dangerous wildlife; personal injury or illness from the local environment; exposure to potential harmful/hazardous materials; limited access to safety equipment; accident or illness in remote locations without immediate evacuation or medical facilities; or negligent acts of third parties. The participant asserts that they know, understand, and appreciate these and other risks inherent in the program, agrees that participation is completely voluntary and assumes all associated risk.

TGS shall have no responsibility for any activities undertaken by the participant outside the scope of those directly relating to the program, including activities which may have been recommended by TGS staff or its partners. Participants will advise TGS in writing of any activities or travel they intend to undertake outside of the city/ geographical location in which their program takes places

Permissions

Photographs, videotapes and/or statements provided by participants may be used in various marketing materials to promote TGS via the company's social media and digital platforms. In accepting a place in a TGS program, participants give consent for resources to be used. Those who do not wish to have any of their images, video or statements shared on marketing materials, should provide a statement in writing withdrawing consent, prior to commencement of the program.

Travel Documents & Insurance

Participants are responsible for any costs associated with visas, airport taxes, obtaining the proper travel documents for their trip and changes to flight itineraries.

All participants must have valid, comprehensive health and travel insurance during the time of their program, usually provided by the home university, the details of which should always be carried .

It is the responsibility of the participant to obtain advice from their medical practitioner on the relevant vaccinations required for the region in which they will travel.

Participants are covered by TGS with public liability insurance, which is designed for professionals who interact with customers or members of the public. The policy is a liability policy for personal injury (to third parties) and/or property damage. It protects against claims of personal injury or property damage that a third party suffers (or claims to have suffered). Should a claim be made against any participant, TGS must be notified immediately.

Note 1: There is an AUD\$1,000 deductible/excess payable by the participant/intern in the event of a claim.

Note 2: any claim is declared null and void should it prove that the participant was intoxicated at the time of the event relating to a claim.

It is the responsibility of the participant to ensure they have the correct visa for the country in which they will undertake their program. TGS does not provide visa advice, instead advising participants to seek advice from the destination countries consulate in Australia. General information on visas for short term study tours is provided for Australian citizens only.

TGS does not provide insurance, nor book accommodation or travel outside of the program. Students that arrive earlier than the program commencement must make their own accommodation and transport arrangements.

Most students are covered for health, medical and travel insurance, and need to be aware of the extent of the coverage, policy details and 24-hour emergency contact details. Participants also need to be aware that their coverage may not cover pre or post program travel. Participants should also review their medical and travel insurance, be aware of excess payments related to claims, understand exclusions, and ensure a policy meets their own requirements. For further information and advice from the Australian Government in regards to travel/health insurance, please refer to the [Smartraveller website](#) and [associated guide](#).

Disclaimer

While all care is taken, TGS does not guarantee or warrant the accuracy, reliability, completeness, currency or usefulness of information supplied or made available to participants and is not responsible for or liable in respect of any loss, damage, cost or expense suffered as a result of reliance on that information by any person. TGS reserves the right to change information or material at any time without notice, including but not limited to details relating to programs, fees, and services. It is the participant's responsibility to confirm the accuracy, currency and completeness of information found on the website, particularly before acting in reliance upon such information.