

The success of any Chilli Adventures Work & Travel program is due in large to the positive relationship amongst yourself – the program Participant, Chilli Adventures, and Cooperating Agents / organizations and Employer.

## 1. PARTIES

- a. Program Participant: The Participant, who confirms that they are over 18 years of age and who has expressed an interest or intent to participate in a Work & Travel program, and their legal guardian who is party to this agreement for all Participants under the age of 21 years.
- b. Chilli Adventures: The organization you have applied through in South Africa who will facilitate your Work and Travel experience. This may include assistance with your program application, visa processing, and pre-departure information, or who may facilitate the introduction to a co-operating agent.
- c. Cooperating Agents: These include:
  - i. Overseas Partner Agents – agents who work in the destination country providing in country advice and support and who may source placement opportunities, liaise with Employers, offer courses or training, provide elements of the program package such as insurance and who administer the Participants application in part.
  - ii. Referral Agents – agents who are sourced by Chilli Adventures as offering complimentary work and travel opportunities and who administer a program application in full and provide all services outlined.
  - iii. Third Party agent – agents who provide ancillary products and services to the work and travel programs offered by Chilli Adventures.
- d. Employer (if applicable): The organization or individual to whom you report for work, if applicable (see specific Chilli Program Terms & Conditions for full details).

## 2. PARTICIPANT RESPONSIBILITIES & OBLIGATIONS

- a. Independence: The Participant warrants that he or she is an independent and self-motivated individual who is looking to take part in an impactful international cultural exchange program and will act as a responsible Participant in all aspects of their engagement with Chilli Adventures and co-operating agents. The Participant warrants that they commit to do personal research into the program, destination country and requirements of undertaking a work and travel exchange program. Whilst Chilli Adventures are happy to discuss any aspect of the work travel program with parents, guardians and/or sponsors, it is required that the Participant be the principal party to this agreement and is the responsible person for all liaison and co-ordination with Chilli Adventures. This aspect of the process is considered vital as it assists Chilli Adventures in assessing the Participant's level of understanding and independence and is the first step for the Participant in this learning experience.
- b. Rules of Engagement: The Participant agrees to act responsibly throughout the process and abide by and honour all program rules and conditions as outlined in this agreement and all subsequent agreements including the specific Chilli Program Terms & Conditions and any conditions, or rules of conduct as set out by Chilli Adventures and/or Cooperating Agents and/or Employer.
- c. Full Participation: The Participant warrants that this is his/her experience and whilst Chilli Adventures facilitate this process, the direct participation, engagement and responsibility of the Participant is key to ensuring a full and successful experience. The Participant warrants and understands that a work and travel cultural exchange experience is one that presents various demands and challenges. This requires that Participants keep an open mind to new experiences, environments, cultures and challenges and that these are perceived as opportunities for personal growth, development and learning, rather than obstacles.
- d. Information Sharing Responsibility: Each Participant is allocated a dedicated Chilli Program Coordinator and / or is referred through to a respective Cooperating agent. The Participant is required to provide Chilli Adventures with an email address that is checked a minimum of twice a week for important updates and direction. The Participant is also required to provide Chilli with an email address that is able to be accessed whilst overseas (if different from the one used in SA). Chilli Adventures will keep in touch with Participants via email and Facebook, and cannot be held responsible for any problems or delays of whatsoever nature as a result of these not being checked on a regular basis.
- e. Parental Involvement: The Participant themselves remain the principle party to this agreement and all correspondence will be addressed directly to the Participant. We ask however that Participants notify and keep

sponsors and / or parents updated on program information, status and progress. Parents and sponsors are welcome and encouraged to attend group informational sessions for their own understanding and peace of mind.

- f. Contact Information & Change of Details: Chilli Adventures require specific and detailed personal information in order to process any Work & Travel program application. The Participant and/or their legal guardian, parent and/or sponsor warrants that this information is both accurate and provided in a timely manner, in accordance with the deadlines laid out by Chilli Adventures. Participants must inform Chilli Adventures of any changes in contact information, availability, health, criminal background, student status, or any other changes pertinent to an application or ability to participate on the selected Work & Travel program. If any changes made after acceptance result in ineligibility or acceptance becoming difficult, Chilli Adventures reserves the right to withdraw the Participant from the program. Any refund will be at the sole discretion of Chilli Adventures.
- g. False Declaration of Information: Any false, deceptive, or withheld information on the Participants program application, visa application or supporting documentation, or any behaviour deemed inappropriate after the Participants acceptance on to a Chilli Adventures Work & Travel program, may be grounds for immediate cancellation from the program with or without refund at the discretion of Chilli Adventures.
- h. Documentation: By accepting these terms and conditions and signing up to any Work & Travel program with Chilli Adventures the Participant undertakes to complete and submit all required documentation, including payments, in a complete, accurate and timely manner. Chilli Adventures reserves the right to cancel participation on a specific program due to the non-timely or late delivery of documentation relevant to the Participants selected program. See specific Chilli Program Terms & Conditions for documentation requirements and see refund and cancellation policy in the event of non-delivery of documentation.

### 3. PROCESS

- a. Work & Travel Program – this may be a full placement experience offered by Chilli Adventures in conjunction with an overseas partner agent, which may include job placement, training, visa sponsorship, insurance and orientation information, it may be a referral to a cooperating agent for services, courses or placements. Full details of program package can be found in the specific Chilli Program Terms & Conditions or in the Cooperating Agents Terms & Conditions.
- b. Eligibility, Interview & Acceptance: Acceptance onto a Chilli Adventures Work & Travel program or cooperating agent program, is based on the program eligibility factors outlined in specific Chilli Program Terms & Conditions or agreements of Cooperating Agents, as well as a suitability assessment at the time of interview (if applicable). Acceptance will be notified at the end of an Interview with Chilli Adventures and is at the sole discretion of Chilli Adventures or the Cooperating Agent. Following acceptance, a Participant's continuation on the Work & Travel program is based upon the ability to abide by the responsibilities as outlined in these Terms & Conditions, the specific Chilli Program Terms & Conditions, as well as submission of all required paperwork and full payment.
- c. Informational and/or Orientation Sessions (if applicable): Your interview as well as attendance at the subsequent mandatory sessions are important opportunities for Chilli Adventures and/or Cooperating Agents to assess your level of independence and program / employer suitability. These sessions also provide valuable opportunities for you to better understand the program and application process and to gain the tools necessary to start to research your own experience. We ask that you do some work ahead of these sessions and ask questions in order to seek out advice on your proposed plans for working and traveling overseas.
- d. Placement (if applicable):
  - i. Where job / training placement services are offered, Chilli Adventures and Cooperating Agents do their best to secure a range of positions, employers and locations, however these cannot be guaranteed. It is important that Participants understand that Chilli Adventures and Cooperating Agents are not Recruitment Agents but seek to source casual employment and opportunities as part of an overall Work & Travel experience. The Work & Travel program is less about a particular job and more about the experience of living and working overseas.
  - ii. All employer requirements must be met in order for a Participant to be put forward for a particular position. Hiring decisions are the responsibility of the employer and as such cannot be guaranteed by Chilli adventures.
  - iii. If a job/training placement is offered, and accepted, a Participant must sign the offer of employment / acceptance and commit to honouring any contractual obligations for the period specified on the contract. In signing the contract the Participant agrees to abide by all rules and company policies as outlined and behave honestly and responsibly at all times.

- iv. Placement cannot be confirmed until full Program Fees have been received (see specific Chillli Program Terms & Conditions).
- v. If a Participant experiences problems in a particular placement, they should contact Chillli Adventures or the Cooperating Agent immediately for assistance. If determined that it is reasonable, a Participant may be released from their contractual obligations, however it is normal that a minimum two-week period must be worked and two weeks' notice must be given. Failure to comply with this notice period may result in the termination of a visa. Refund of any Program Fees associated with placement will be at the discretion of the Cooperating Agent responsible for the placement and not Chillli Adventures.

#### **4. PARTICIPATION COSTS & PAYMENT**

- a. Payment Terms: Application Deposits and Program Fees are payable to Chillli Adventures only. Cooperating Agent fees (if applicable) will be advised by the individual agency and are payable to them directly. Program Fees vary depending on the Work & Travel program selected and the prevailing exchange rate at the time. BOTH Program Fees and Application Deposits are to be paid on time, as outlined on the invoice provided, and in line with this agreement and the specific Chillli Program Terms & Conditions. It is important that the Participant and/or his/her legal guardian are fully acquainted with all costs prior to accepting these Terms & Conditions. These include Program Fees related to Chillli Adventures and Cooperating Agencies if applicable, as well as any additional costs related to program participation (outlined below).
- b. Application Deposit (if applicable): An Application Deposit of R950 is payable to Chillli Adventures upon submission of an application and prior to interview for all Chillli Adventures Work & Travel programs. Payment of an application deposit by the Participant confirms the application for a work & travel program and is non-refundable in all cases unless the participant is deemed ineligible or unsuitable by Chillli Adventures. See refund policy below for further information.
- c. Discounts: Any discounts and/or discount vouchers can only be submitted with the application form and be discounted from this initial application deposit.
- d. Program Fees: Program fees are levied for each of the Chillli Adventures Work & Travel programs. A full breakdown of these Program Fees and terms of payment can be found on the specific Chillli Program Terms & Conditions. Program fees are due within 30 days of Interview and acceptance by Chillli Adventures. Payment extensions and alternate payment plans are possible by prior arrangement with the Chillli Adventures accounts department (accounts@chillliadventures.com). Full payment of all fees outstanding must be made no later than two weeks prior to departure.
- e. Additional Costs: Program Fees cover only that which is outlined in the specific Chillli Program Terms & Conditions. Unless specified, Program Fees exclude the cost of travel, accommodation, visa processing, housing deposits, medical and travel insurance and all other possible costs associated with an international travel experience.
  - i. Travel Insurance: It is the responsibility of the Participant or their legal guardian to ensure adequate insurance cover for the full duration of the work and travel experience. In some instances travel insurance may be included in Program fees for a specific period (normally the length of a work contract). It is the responsibility of the Participant to ensure that coverage is adequate given pre-existing conditions and other factors and to purchase additional insurance where it is not. Where travel insurance is not covered in the program package, it is the responsibility of the Participant to purchase this coverage for the full duration of the trip.
  - ii. Consulate / Embassy Visa Fees: Fees levied by the various consulates / embassies are the responsibility of the Participant unless outlined in the specific Chillli Program Terms & Conditions or the cooperating partner terms and conditions.
  - iii. Travel Arrangements: Flights and other travel costs to, from and within your destination country as well as your own home country are your responsibility. Chillli Adventures strongly recommend their preferred travel partner, STA Travel, who can assist with competitive booking rates. A full and confirmed travel itinerary must be submitted to Chillli Adventures no later than two weeks prior to departure.
  - iv. Housing: The Participant is responsible for securing their own housing / living arrangements overseas either prior to departure or upon arrival (unless provided alongside one of the Chillli Adventures Job Placements or as outlined in the specific Chillli Program Terms & Conditions). Chillli Adventures may advise on housing however it ultimately remains the responsibility of the Participant, including payment of deposits, first and last months rent and other expenses that may be incurred.
  - v. Spending Money: Participants are expected to take sufficient funds overseas in order to cover housing, travel, living and other start up costs prior to receiving a first paycheck. The recommended minimum is

between \$800- \$1500 depending on the Work & Travel program undertaken. All living, travel and accommodation costs are the responsibility of the Participant unless otherwise stated.

- vi. Taxes: Overseas Tax may be deducted from Participant wages by an employer. Participants may be required by the government to file a tax return for each tax year worked. Chilli Adventures is not qualified to advise in this capacity. We have therefore partnered with TaxBack.com to help facilitate this obligation, however Participants are permitted to file their own tax returns if preferred.
  - vii. Third Party Services (if applicable): These are costs associated with participation on a program and may be for processing and services completed by third parties separate to Chilli Adventures. Chilli Adventures may facilitate the collection of certain costs on behalf of a third party or you may be required to pay these directly to the third party. See the specific Chilli Program Terms & Conditions and/or Cooperating Agent policies for a full outline of possible fees. All costs indicated are correct at the time of printing and may fluctuate with the prevailing exchange rate.
- f. Refund Policy (to be read in conjunction with specific Chilli Program Terms & Conditions and/or Cooperating Agent agreements):
- i. Prior to Interview, should the Participant cancel, fail to attend an interview, or not continue the program for any reason, the application deposit will be refunded minus a R500 service fee.
  - ii. Following interview, should the Participant be deemed ineligible / unsuitable for the program by Chilli, the application deposit will be refunded in full.
  - iii. Following interview and acceptance, the application deposit is non-refundable in all cases.
  - iv. Should a Participant fail to submit the required program paperwork or should Chilli be unable to initiate contact for a period exceeding 7 working days (without prior notification to Chilli), a Participant will be cancelled from the program and forfeit any fees paid.
  - v. Visas are issued at the discretion of the various Consulates only, therefore Chilli Adventures cannot be held responsible for visa rejections, for any expenses incurred in this process, or for costs associated with nonparticipation on a program.
  - vi. All refund requests should be made in writing to the designated Chilli Program Coordinator within 5 working days of cancellation / visa denial.
  - vii. The purpose of the refund policy is not to be punitive in nature but to cover disbursements, expenses and administrative costs incurred by Chilli Adventures in terms of this agreement.
  - viii. See specific Chilli Program Terms & Conditions or Cooperating Agent Terms & Conditions for the full refund policy applicable to Program Fees for a particular Work & Travel program.
- g. Payment Methods: Application Deposits and Program Fee payments are to be made by EFT to Chilli Adventures Work & Travel. Cash payments made into this account will incur a 2% surcharge to cover bank cash deposit fees. Direct Cash payments are not permitted. Credit card payments are accepted via the Chilli Adventures website or Participant Portal – please refer to our Website Terms and Conditions for further information.
- h. Exchange Rate Fluctuations: Due to the nature of dealing with international cooperating agencies and the fluctuations of exchange rates, Chilli Adventures reserves the right to adjust program fees based on prevailing exchange rates and cooperating agent changes.

## 5. CHILLI ADVENTURES

- a. Third Party Indemnity: While Chilli Adventures attempts to cooperate with and / or secure the services of third party agents to provide complimentary Work & Travel products, services and programs, we are not responsible or liable for any services offered by these agents. Participants enter into independent business activities in this regard and are responsible for reading and understanding all terms and conditions relevant to that agent or product. Chilli Adventures is not liable or responsible for any loss or damage caused as a result of services not offered by us directly.
- b. Limited Liability: To the full extent permitted by law, our liability for breach of an implied warranty or condition is limited to the supply of the services again or payment of the costs of having those services supplied again. We accept no liability for any loss whatsoever including consequential loss suffered arising from services we have supplied.
- c. Privacy: Chilli Adventures undertakes to exercise all due care to preserve any information provided in a secure manner. We cannot however always ensure the security of information provided. Therefore Information transmitted to Chilli Adventures is entirely at your own risk. Company compliance with privacy legislation is set out in our separate Privacy Policy which may be accessed from our website – [www.chilliadventures.com](http://www.chilliadventures.com).
- d. Copyright: The copyright to all content on the Chilli Adventures website, including applets, graphics, images, layouts and text, as well as all Chilli Adventures marketing materials, 'Newsbytes' and all program materials,

belongs to Chilli Adventures or we have a license to use those materials. All trade marks, brands and logos generally identified either with the symbols TM or ® which are used on this website are either owned by Chilli Adventures or we have a license to use them. Access to the Chilli Adventures website does not license an individual to use those marks in any commercial way without the prior written permission of Chilli Adventures. Any comment, feedback or suggestion as well as photographs, images and video footage (hereafter referred to as 'comments') provided to Chilli Adventures via the Chilli website, through submission to the Chilli Adventures team, or posted on the Chilli Facebook site becomes company property and may be used for any commercial or non-commercial purpose without compensation to the person who has transmitted the Comments. If in future Comments are used in promoting Chilli Adventures, Chilli will not be liable for any similarities which may appear from such use. By providing Chilli Adventures with Comments, the individual acknowledges that they are responsible for the content of such material including its legality, originality and copyright.

- e. Marketing – Opt in and Opt Out: Chilli Adventures will, from time to time, circulate marketing materials and information on programs, including promotional activities, events, news, blogs and other interesting articles. By accepting these General Terms & Conditions the Participant agrees to receive this information. If for any reason the Participant wishes to be excluded from these marketing and communication activities we request that the Opt Out option be selected when signing acceptance to this General Terms and Conditions form on the Chilli website.
- f. Feedback / Issues: We value all feedback. All comments - positive or negative, should be submitted in writing to [info@chilliadventures.com](mailto:info@chilliadventures.com) and must be accompanied by a name, contact number and be sent from a valid email address. Chilli Adventures will do our utmost to address concerns with 48 hours of receipt but does not guarantee resolution of such complaints within the same time period. In an emergency, a senior manager may be reached by dialing 0861-244554 and selecting EMERGENCY.
- g. Jurisdiction: These Terms & Conditions are to be governed by and construed in accordance with the laws of South Africa and any claim made by one party against another which in any way arises out of these terms and conditions will be heard in South Africa and the undersigned agrees to submit to the jurisdiction of those Courts. If any provision in these Terms & Conditions is invalid under any law, the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from these Terms & Conditions and the remaining provisions will remain in full force and effect.

**ACCEPTANCE OF TERMS & CONDITIONS**

As a Participant of Chilli Adventures I hereby state that I have read, understood, and agree to abide by the Terms & Conditions as set out in this Agreement. By signing this agreement I acknowledge that the program for which I am applying is governed by an inter-linked sets of conditions. These are (a) Chilli Adventures General Terms & Conditions, (b) specific Chilli Adventures Program Terms & Conditions (if applicable), and / or (c) Cooperating Agent conditions / regulations. I agree to comply with all of these conditions and recognise that any and all consequences of non-compliance is entirely my responsibility. I further state that all information provided to Chilli Adventures or Cooperating Agents is true to the best of my knowledge. Any false, misleading or withheld information, or misconduct on my part during my participation on a Work & Travel program, can result in the cancellation of my application or termination of further participation without refund. Cancellation from the program may occur due, but not limited to; criminal activity, falsification of information, misconduct, or failure to abide by Chilli Adventures, Cooperating Agent, or Program regulations. I understand that I will be held personally liable for payment of damages/cost, if any, incurred as a result thereof. I furthermore acknowledge that Chilli Adventures cannot be held liable for a change in visa or program requirements or regulations or delays incurred as a result thereof and hereby indemnify Chilli in this regard. I have understood, printed and kept a copy of these terms and conditions for future reference.

PARTICIPANT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
 Signed this \_\_\_\_\_ [day] of \_\_\_\_\_ [month] 20\_\_\_\_ [year]

REQUIRED IF PARTICIPANT IS UNDER THE AGE OF 21-----  
 LEGAL GUARDIAN, PARENT or SPONSOR NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
 Signed this \_\_\_\_\_ [day] of \_\_\_\_\_ [month] 20\_\_\_\_ [year]

Chilli Adventures Work & Travel General T&C's