TERMS AND CONDITIONS FOR WORK EXPERIENCE PROGRAMMES | PAGE 1 OF 14

Obchodna Akademia Surany - Sun, 01/12/2024 to Sat, 14/12/2024 - ADC Dublin

# TERMS & CONDITIONS FOR WORK EXPERIENCE PROGRAMMES

### Definitions

**ADC** refers to ADC Technology Training Ltd OR ADC Technology Training (Ireland) Ltd (depending on your Programme destination) trading as ADC College.

**Certification** refers to a farewell meeting (in person or remotely) after which Country Managers provide Certificates to Participants/Group Leaders.

**Coordinator** refers to the person appointed as main contact for ADC. This is usually the person who is part of the initial contact between ADC and the Sending Organisation. The name of this person is used as the reference (e.g., 'Smith group') for the agreed Programme.

Country Manager refers to ADC staff acting as main contact person for Coordinators, Group Leaders, and Participants.

English Classes refers to the provision of workshops, language lessons or training sessions delivered by qualified ADC teachers.

Group Leader refers to a person appointed to accompany Participants on their Programme in the UK/Ireland.

Homestay Provider refers to families or individuals who offer rooms in their private homes for accommodation of Participants or Group Leaders.

**Induction** refers to a meeting (in person or remotely) on the first workday after arrival (usually Monday) during which Country Managers explain important information relating to the Programme.

**Mentoring** refers to a 1-to-1 discussion (in person or remotely) where ADC checks quality aspects of the Programme, and Participants can discuss any concerns with an ADC staff member.

**Monitoring Visits** refer to meetings or calls between Group Leaders and Work Placement Providers with the objective of getting to know the companies Participants are placed in, and assess how Participants are getting on with their Work Placement.

Participant refers to learners/students taking part in the agreed Programme.

Programme refers to the sum of services to be delivered by ADC as outlined the Programme Details section of this agreement.

**Self-arranged** refers to products or services which have been selected by the Sending Organisation and which are delivered by a third party. ADC may charge a fee to assist with your booking, but ADC is not responsible for the delivery of services or dealing with cancellations, refunds or additional costs associated with those services.

Sending Organisation refers to the school or organisation sending Participants to ADC.

Work Placement Provider refers to companies who partner with ADC offering Work Placements to Participants.

Work Placement refers to the internship/work experience arranged by ADC in partnership with Work Placement Providers for the purpose of the Programme.

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### **Responsibilities**

### **Responsibilities of ADC**

### Arranging Work Placements

ADC will arrange Work Placements based on available student details provided e.g., CVs, Registrations Forms, Group Leader assessments, English Placement Tests etc. The content and quality of application documents, such as CVs and the English level of candidates can influence the quality of Work Placement ADC is able to arrange. If a particular Participant is not selected by companies in the desired industry, ADC will offer a placement in an alternative industry.

### Organising Homestay Accommodation

ADC will arrange Homestay Accommodation in compliance with local standards and will consider health, dietary requirements, and Participant preferences wherever this is reasonable and host families are available to accommodate such requests. For organisational reasons, non-medical requirements (e.g., lifestyle diets) can usually not be accommodated and Participants are asked to adjust to their Homestay Provider for the period of their stay.

### Induction Meeting

An ADC representative will arrange an Induction meeting on the day after arrival (usually Monday, if not a bank holiday) to provide Participants with relevant information for their stay. This meeting may take place virtually or on site, which is at ADC's discretion. After this meeting, Participants will travel independently to their workplace to familiarise themselves with the local transport system. To avoid confusion, Participants must not enter the Work Placement Provider's building and introduce themselves before the start of the Work Placement (usually the following day).

### Mentoring: 1-to-1 Discussion with Each Participant

Each Participant will be invited to a short meeting (usually 5 to 15 minutes) during which Participants give interim feedback on their Homestay Accommodation and Work Placement. This meeting takes place 2-4 days after starting the Work Placement. Mentoring takes place on the phone and A trained member of ADC staff will offer guidance and advice how to deal with challenges encountered during the Programme and report back to the responsible Country Manager on any decisions taken or actions required. The goal of Mentoring sessions is NOT to solve the Participant's problems by interfering with the work placement or Homestay Accommodation but to help them solve challenges independently. Mentoring sessions will be recorded in writing. Participants must keep themselves available and enable roaming calls to receive their Mentoring call. If ADC cannot reach the Participant, it is the Participant's responsibility to contact ADC and agree on an alternative meeting date and time.

### **Certification & Certificates**

ADC certifies completion of the Work Experience Programme to Participants who attend their Work Placement for at least 80% of the planned Programme period. Digital Certificates will be sent by email to the Sending Organisation in the first week after the end of the Programme.

ADC reserves the right to withhold Certificates from Participants who breach ADC's Code of Conduct.

If you need a confirmation of attendance/evaluation from the Work Placement Provider, there are two options: (1) students provide a printed template including documentation how to complete the template to the Work Placement Provider and collect this confirmation on their last day of work, or (2) accompanying Group Leaders take the relevant template to the work placement provider, assist with filling in details, and take the completed document with them at the end of their meeting. We do not recommend sending or leaving documents with Work Placement Providers for future completion.

### Assistance and Advice

ADC staff is committed to providing practical and useful advice to Participants and Group Leaders to inform them about processes, procedures, and the planning of the Programme. Country Managers and appointed mentors (see Mentoring) will assist with finding reasonable solutions to any problems faced by Participants or Group Leaders. Country Managers are available during working days. For face-to-face meetings, we recommend that an appointment is made in advance.

### Feedback Procedure

Participants will receive three online feedback forms which need to be returned to ADC. Homestay Accommodation feedback needs to be returned to ADC prior to the Induction meeting, so that appropriate changes can be made if necessary. Before the Mentoring session, Participants need to return the feedback form relating to their Work Placement. Overall Programme management will be evaluated at the end of the Programme. Copies of feedback can be made available to Group Leaders and Coordinators upon request.

### Other Services

ADC will organise any other services specified in this contract or on the sales invoice.

### Emergency Line

All Participants have access to ADC's emergency line. Although we aim to answer all calls, some calls might not be answered in the evening or at night. We encourage Participants to leave a voicemail and we will get back to them the next day. An English-speaking ADC representative will provide suitable advice according to the nature of the emergency. The emergency line is meant as an additional and voluntary safety net provided through goodwill of ADC staff. The Sending Organisation must ensure that they have suitable measures in place to be available to their Participants at unsocial hours if need be, because ADC cannot guarantee to be reached at all times outside of office hours.

Also see: Important Documents & Policies/Safeguarding Policy

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### **Responsibilities of the Sending Organisation**

### Duty of care

The Sending Organisation has a duty of care and takes responsibility for the conduct of the Participants it selects for the programme and sends abroad. The Sending Organisation must make suitable arrangements to be available and take care of Participants, especially underage Participants, if they are asked or choose to leave their Homestay accommodation, work placement, or other arranged services. ADC cannot take responsibility for Participants' whereabouts and cannot guarantee accommodation where existing arrangements are dissolved based on Participant behaviour or decisions. ADC may assist with alternative accommodation arrangements, however, charges arising from those arrangements are charged to the Sending Organisation.

### Adhering to deadlines

Due to the adverse effect of late information and documentation on the Programme, the Sending Organisation must strictly adhere to the deadlines set out in this agreement.

Also see: Important Deadlines/Deadlines for the Sending Organisation

### Information Flow

Coordinators of the Sending Organisation will forward all relevant information discussed with the Country Manager to Participants and Group Leaders, notably the terms of this agreement, placement information and policies applying to Participants and Group Leaders. Coordinators will act as intermediary between ADC and Participants. In the case of Group Leaders leaving or arriving before the end of the Participant Programme, Coordinators will take care to fully inform new Group Leaders on any previous action taken and decisions made, to ensure continuity of support for Participants, ADC, and the Country Manager.

### Preparing Participants and Group Leaders

Coordinators will take special care to prepare Participants and Group Leaders for the Programme, including intercultural training and expectation management based on information given by the Country Manager. Special emphasis will be placed on ensuring Participants and Group Leaders understand the importance of following ADC's policies and procedures.

### Appointment of Coordinator

The Sending Organisation agrees to appoint a single Coordinator responsible for the Sending Organisation, so that ADC's Country Manager can gather and share information reliably through a single source. When more than one Coordinator are appointed, it is assumed that sending information to one of the Coordinators will suffice. The Sending Organisation is responsible for sharing information within their organisation.

### Illness

In case of illness, Group Leaders take responsibility for accompanying all Participants under 18 to the nearest general practitioner (GP) walk-in centre or hospital, if needed. If no Group Leader is present, another Participant may accompany the underage Participant. ADC representatives will not be able to accompany Participants. If ADC is asked to arrange taxi transfer for medical visits, any related charges will be invoiced and must be paid by bank transfer.

### Enforcement of ADC's Code of Conduct

It is essential that Group Leaders support ADC's advice and Code of Conduct (see 'Policies') to ensure the success of the Programme. If Group Leaders advise students to act against ADC's advice, no responsibility will be taken by ADC for resulting consequences.

### Collecting ADC Property

Group Leaders will collect any ADC property from Participants (e.g., Oyster Cards or laptops) and return it to ADC before departure. Unreturned property will be subject to reimbursement charges and administration fees. Returning property after departure must be agreed in writing with the Country Manager before departure.

### Monitoring Visits

Any Monitoring Visits agreed for Group Leaders must follow ADC's Monitoring Visits Policy.

Also see: Important Documents & Policies/Monitoring Visits Policy

#### Availability

Group Leaders/Coordinators must be available during working hours to discuss any emergencies or short notice changes with Country Managers. If they are not available or non-responsive, ADC is authorised to make reasonable decisions in the interest of the Programme, Participant, Group Leader, Work Placement, and/or Homestay Provider.

### Weekend and out of office support for Participants

The Group Leaders/Coordinators must arrange a suitable weekend and out off office support for Participants. While ADC staff runs a voluntary emergency line, this may not be available at all times and ADC staff cannot extensively assist Participants outside of their usual working hours.

### **Dealing with Complaints**

All complaints must follow ADC's Complaints Procedure Policy.

Also see: Important Documents & Policies/Complaints Policy

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### **Work Placement**

### Minimum Level of English

### **Participants**

The minimum level of English of Participants should be B1. A lower English level is likely to result in limited responsibilities and restriction to shadowing activities of other staff in the Work Placement. Work Placement Providers may not accept Participants with a low English level. ADC reserves the right to cancel placements for students with a low English level up to 2 weeks before arrival if no Work Placement Provider is willing to take on those students.

### Group Leaders

Group Leaders must be able to communicate appropriately with English speaking staff during Monitoring Visits. Unfortunately, ADC is unable to provide translator services.

### **Quality of Application Documents**

Participants are encouraged to put effort into their CVs and any other documents that support their application to improve their chance of being accepted by Work Placement Providers. ADC reserves the right to cancel Participants up to 2 weeks before arrival if company feedback suggests that application documents are insufficient to secure a placement.

### **Minimum Age**

Participants should be over 18. For exceptional cases, ADC might agree to host younger Participants, if they are mature enough to spend their time abroad independently. Accompanying Group Leaders will be responsible for the care of under 18s and their compliance with ADC instructions during the Programme.

### Remuneration

Work Placements undertaken as part of the Programme are unpaid.

#### Change of Work Placement

Organising a suitable Work Placement can take up to three months. ADC will support Participants in dealing with any challenges faced and support them in resolving issues in the Work Placement.

Participants will immediately be removed from the placement in case of a genuine threat to health and safety in the Work Placement, gross misconduct of co-workers, or permanent closure of the company.

There is no entitlement to change work placement. No more than one work placement change will be made under any circumstances (except above reasons).

Change of company due to lack or nature of tasks, chemistry with co-workers, or personal preferences of Participants or Group Leaders is not possible. In such events ADC will outline suitable steps how Participants can try to address and improve those issues.

If the work placement asks the Participant to leave for behavioural reasons, there is no entitlement for replacement and the Participant may need to cancel the programme at their own expense.

Also see: Public Transport/Change of Workplace or Accommodation

Also see: Work Placement/Dress Code

Also see: Important Documents & Policies/Work Placement Provider Policy

#### Location

ADC works with companies that are located in all parts of the cities in which we operate. Due to shortages of Homestay Providers, Participants must be prepared to travel distances of 1-2 hours (each way) to their Work Placement (depending on available Public Transport, travel times, and rush hour). There are exceptional cases, however, where longer travel times arise. In these exceptional cases, ADC will endeavour to agree shortened working hours for Participants to compensate for longer travel times (subject to agreement of the Work Placement Provider). Changing the Work Placement Provider based on travel time alone is usually not possible.

### Also see: Homestay Provider/Travel Time

### Supervision

We encourage the Work Placement Provider to appoint a supervisor who will be responsible for Monitoring and supporting the Participant during the Work Placement. Supervisors may occasionally be unavailable due to unforeseen circumstances or annual leave.

#### Nature of Work

The nature of work will usually follow the day-to-day tasks of the Work Placement Provider. Participants may discuss their wishes with their supervisor. However, exposure to specific tasks cannot always be guaranteed. The Work Placement may involve shadowing (watching other staff perform tasks), working under close supervision or working independently, depending on the judgement of the Work Placement Provider and the nature of business.

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### **Working Hours**

Working hours depend on the preference of the Work Placement Provider but will not exceed 8 hours per day or 40 hours per week. Breaks follow local/company-internal regulations.

### Absence from Work

If a Participant is absent from work for justified reasons, the Country Manager must be notified by Participants between 09:00 and 09:30 on the first day of absence. The Country Manager may ask the Participant to see a doctor to ensure they receive medical treatment if necessary. Participants being absent from work without ADC's consent, or without notifying ADC, will receive a warning and, in severe cases, may be excluded from the Programme at their own expense.

### **Dress Code**

The Work Placement Provider might ask Participants to follow a dress code. Participants are required to make suitable arrangements prior to arrival based on placement information provided by ADC. If no arrangements are made by Participants, Participants will be required to cover any costs incurred for clothing to meet the required dress code. If there are changes to the Work Placement which are not related to requests from Participants or Group Leaders and which require a different dress code, ADC will reimburse reasonable clothing costs. Any such costs must be approved in advance by the responsible Country Manager.

### **Documentation**

Any documentation that the Work Placement Provider shall provide, must be discussed and agreed with ADC in advance. ADC has contractual agreements in place enabling ADC to confirm and sign any project-related placement confirmations on behalf of the Work Placement Provider.

#### Mentoring

Also see: Responsibilities/Responsibilities of ADC/Mentoring

### **Monitoring Visits**

Also see: Responsibilities/Responsibilities of the Sending Organisation/Monitoring Visits

### Short Notice Change Before Arrival

ADC will inform you about any changes of Work Placement. Work Placement information provided before arrival is provisional and might change up to the arrival day due to unforeseen circumstances. ADC cannot be held liable for costs Participants incur based on changed Work Placements.

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## **English Classes (If Applicable)**

### Lesson Content

The content of English Classes follows standard modules which aim to provide students with basic vocabulary and understanding of what may be expected of them in the anglophone world of work.

### **Maximum Class Size**

The maximum class size is usually 20-25, depending on room and teacher availability. Your group may be mixed with students who start their programme at the same time. In exceptional circumstances, the overall class size may be larger than 20-25, either because the total number of students you send is larger than 20, or if we need to increase class sizes due to teacher absence or other group arrivals.

### **Minimum Group Size**

The minimum group size is 10 students. If the overall number of students is smaller than 10, and we agree with you to run English classes anyway, you will be charged a 'small group surcharge'.

### **Qualification of Teachers**

English teachers are selected based on their practical or academic qualifications (for example TEFL or CELTA).

### Hours of Teaching

There will be 15 hours of teaching during standard teaching weeks and 12 hours of teaching during bank holiday weeks unless specified otherwise in this agreement or on the sales invoice.

### **Time of English Classes**

Classes will usually take place either between 09:00 and 12:30 or 13:30 and 17:00. The exact timetable depends on other classes running at the same time and the availability of English teachers. For organisational reasons, lessons may be distributed over fewer than 5 days. While aiming to take preferences into consideration, morning-only or afternoon-only classes cannot always be guaranteed. Class times will be made available to Coordinators before the arrival date or as soon as they are known to ADC.

### **Short Notice of Cancellation**

In exceptional circumstances, ADC may have to cancel English classes at short notice (for example due to teacher illness/absence). As English classes are complimentary (instead of the first placement week), they do not have a monetary value. When English classes are cancelled, no financial compensation will be made. If a 'small group surcharge' was charged and no English lessons took place, this surcharge will be refunded (pro-rated).

### Non-teaching Days

There are no English classes on weekends and British/Irish bank holidays.

### **Enrolment Age**

The minimum enrolment age for the English Classes is 16. Exceptions for younger Participants may be made for closed groups. There is no maximum enrolment age. Participants of under 18 and over 18 may be mixed in the same class within the same closed group.

### **Student Conduct**

Students are expected to make every reasonable effort to participate in class and avoid disturbance of their class. Where student conduct is unsatisfactory, the assigned English teacher may decide to exclude concerned students temporarily or for the remainder of the class.

Also see: Important Documents & Policies/Safeguarding Policy

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### Homestay Accommodation (If Applicable)

### Location

Homestay Providers are located in Dublin or the greater Dublin area (access to Dublin by public transport).

### **Travel Time**

Maximum of 2 hours public transport travel distance between ADC, the Homestay Provider, and the Work Placement Provider (this may take longer during rush hour). Where travel times are longer than 1.5 hours, students may ask their Work Placement company for a shortening of their working hours.

### Also see: Work Placement/Location

#### Meals

Depending on the chosen board option, hosts prepare or give Participants access to breakfast, packed lunch, and a warm meal for dinner. Half board includes breakfast and dinner. Full board includes breakfast, packed lunch, and dinner. Hosts will respect allergies and medical requirements but may not be able to cater for personal food preferences. Meal provision will follow local food customs. Food requirements (e.g., vegetarian) or allergies (e.g., dog hair) are subject to additional charges as outlined in ADC's price list.

#### Rooms

Participants of the same group may be accommodated in single, twin, or triple rooms (based on host family preference and availability).

### **Accommodation with Friends**

Participants can provide preferences with whom they would like to share accommodation. This will be considered. However, medical requirements, allergies, Work Placement distance, and Homestay Provider availability take priority when accommodation is allocated.

### Use of Kitchen and Appliances

The kitchen and other facilities can be accessed only if explicit permission is given by the Homestay Provider. The Homestay Provider may restrict the use of kitchen facilities and other appliances due to safety concerns or if Participants disrespect the Homestay Provider's house rules or property. Participants are asked to request permission to store food of any kind before bringing it into the Homestay Provider's home (this may not be granted, depending on the preferences of the Homestay Provider).

### **Provision of Keys**

The Homestay Provider can decide whether to provide keys to their guests. If the Homestay Provider decides not to provide keys, Participants will be given access to their accommodation in line with the Homestay Provider's house rules.

#### Curfew

Homestay Providers have the right to request that Participants respect set curfew times. This equally applies to over 18s and under 18s.

#### Diversity

Homestay Providers reflect the local population; therefore, all Participants are asked to be respectful guests and follow values such as tolerance and respect towards different ethnicities, genders, religions, and sexual orientations.

#### **House Rules**

Participants are required to follow any house rule requests of their Homestay Provider. Such house rules will be discussed or made available to Participants at the beginning of their stay.

### Visiting another Participant's Homestay Accommodation

For reasons of privacy, Participants or Group Leaders are not permitted to visit Homestay Accommodation that is not their own, unless this is agreed with ADC and the Homestay Provider in advance.

### **Change of Homestay Accommodation**

If there is reasonable cause, it might be necessary to arrange a change of Homestay Accommodation, either on request of the Participant or on request of the Homestay Provider. All change requests are subject to an impartial investigation that will consider the view of the Participant, Group Leaders, the Homestay Provider and ADC's accommodation team. If a change request is agreed, ADC will provide alternative accommodation as soon as a new Homestay Accommodation becomes available. Due to general housing shortages, this process can take up to 2 weeks in busy periods.

Change requests for Homestay Providers based on conditions customary in the local market will not entitle the student to a change of provider (<u>also see: Standard of Accommodation</u>). A maximum of one host family change is permitted under any circumstances.

If the host family asks the Participant to leave for behavioural reasons, there is no entitlement for replacement and the Participant may need to cancel the programme at their own expense.

If Participants move from their accommodation before ADC has been able to find an alternative host, no cost claims can be made against ADC.

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### Also see: Public Transport/Change of Workplace or Accommodation

Also see: Important Documents & Policies/Homestay Provider Policy

### Short Notice Change Before Arrival

ADC will inform you about any changes of Homestay Accommodation within two working days from when ADC has become aware of the change. Any Homestay Accommodation information provided before arrival is provisional and might change up to arrival in the event of unforeseen circumstances.

### Damage and emergency deposit

ADC charges a damage and emergency deposit, which may be used to pay for damage caused by participants to Homestay Provider property, for unforeseen accommodation expenses due to Participant behaviour (for example accommodation in hotel accommodation, when Participants request or Participants are asked to move by their Homestay Provider for behavioural reasons, and ADC cannot provide a new Homestay Provider at short notice), or other emergencies. The damage deposit will be returned after departure, provided no claims are made by Homestay Providers or other costs need to be deducted.

### **Standard of Accommodation**

Refer to the Group Leader Handbook for standard expectations of Homestay Accommodation. Be aware that living standards may differ from those in your home country, as Homestay accommodations adhere to local market conditions, not individual expectations

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### **Travel, Transfer and Public Transport**

### Arrival Day

Arrival day is Sunday. Early/late arrival charges apply (see price list). Arrival on Saturday can be agreed in exceptional circumstances and is subject to extra charges. No rebate can be given for arrivals after Sunday.

### **Departure Day**

Departure day is Saturday. Early/late departure charges apply (see price list). Departure on Sunday can be agreed in exceptional circumstances and is subject to extra charges. No rebate can be given for departures before Saturday.

### Travelcards

If you have booked public transport as part of your Programme, ADC will provide travelcards as specified (see Programme Details). Pre-booked travelcards will be handed out on arrival day/Induction day by an appointed ADC representative. If participants purchase their own travel cards at the airport and delay the taxi transfer, additional taxi charges apply (charged by the minute).

### Costs

Participants are required to cover costs for their travel outside of any arrangements made with ADC (see Programme Details).

#### Loss of Travelcards

No replacement or refund can be given by ADC for lost travelcards.

#### Change of Workplace or Homestay Accommodation

If ADC is required to change a Participant's Work Placement or Homestay Accommodation after their arrival date, and if this will incur additional travel arrangements and costs, ADC will reimburse extra costs for necessary travel. However, if this change was requested by the Participant or was due to Participants contravening ADC's Code of Conduct, no reimbursement will be made.

### Weight of Luggage

Participants and Group Leaders must be able to carry their luggage, for example on arrival and departure day. Homestay Providers, transfer providers, and ADC staff is encouraged not to carry luggage for health and safety reasons.

### **Arrival Pick-up**

If airport transfer is booked with ADC, Participants and Group Leaders will be picked up from any local airport or train station. In London, surcharges apply for Gatwick Airport or Southend Airport (additional charges are outlined in our Programme fees).

### Arrival Drop-Off

Participants will be dropped off directly at their Homestay Accommodation. Group Leaders will need to make their own arrangements to travel to their own accommodation unless agreed otherwise (see Programme Details).

### **Departure Pick-up**

Participants will be picked up at their Homestay Accommodation. They will be notified of the departure time in advance, usually on Certification Day. Group Leaders who depart on a different date than Participants will make their own arrangements for airport transfer and onward travel unless agreed otherwise (see Programme Details).

#### **Departure Drop-off**

Participants will be dropped off at the airport terminal. Group Leaders are advised to make their own arrangement for airport transfer unless agreed otherwise (see Programme Details).

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### **Important Documents & Policies**

A copy of all documents and policies can be found on ADC's website.

### Standard pre-arrival documents

Standard pre-arrival documents must be collected for all Participants before the project start date (no later than the agreed deadline).

Standard pre-arrival documents include:

- Group details form
- Cvs
- Portfolios (for media placements only)
- Registration forms
- Garda vetting/police check documents (for childcare/healthcare/social care placements)
- Vaccination proof (if applicable, for childcare/healthcare/social care professions)
- English test results
- Flight details
- Insurance confirmation letter

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### **Code of Conduct**

The Code of Conduct outlines standards of behaviour expected of Participants and Group Leaders while taking part in the Programme. The Code of Conduct also outlines disciplinary steps including exclusion and termination which may be taken if those standards are breached, as well as appeal procedures.

### **Complaints Policy**

The Complaints Policy specifies the formal steps to be taken if you are not satisfied with the delivery of agreed services.

### **Homestay Provider Policy**

The Homestay Provider Policy specifies the level of service provision agreed with Homestay Providers, and what Participants and Homestay Providers can expect from each other.

### **Monitoring Visits Policy**

The Monitoring Visits Policy specifies the procedure how Monitoring Visits are organised by ADC and the guidelines Group Leaders must follow when taking part in such meetings.

### Safeguarding Policy

The Safeguarding Policy outlines the level of care for under 18s and vulnerable adults, as well as safeguarding-related responsibilities of Sending Organisations. Additional information can be found in the Student Handbook.

### Student Handbook

The Student Handbook contains all necessary information for Participants and Group Leaders concerning the work experience Programme with ADC. It is mandatory for Participants and Group Leaders to familiarise themselves with the Student Handbook before the start of their Programme.

### Work Placement Provider Policy

The Work Placement Provider Policy specifies how ADC organises Work Placements, the level of care agreed with companies, and what companies and Participants can expect from each other.

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Important Deadlines Deadlines for ADC		
Overview of planned Work Placement and accommodation	1-2 weeks before arrival (provided there are no placement cancellations)	
English Classes dates and times (if applicable)	Up to arrival	
Monitoring Visit appointment details	Up to arrival	
Deadlines for the Sending Organisation		
Type of information	Deadline	
Participant and Group Leader Details (Standard pre-arrival documents)	3 months before arrival	
Flight details	1-2 months before arrival	

### Lateness of documents and information

In the event of documents or information being provided after the deadline, ADC reserves the right to cancel the Programme of affected Participants or provide an alternative Work Placement in a different industry. No refunds will be made.

### **Payment & Bonuses**

### Payment

Payment must be made in the currency indicated on the sales invoice and be free of transaction charge to ADC. Payment must be made in full, at least 1 month before the arrival date, unless agreed otherwise with the responsible Country Manager and specified on the sales invoice.

### Bonuses

ADC may reward customers who fulfil the following criteria by applying bonuses to the total fee charged (per person). See pricelist for bonus amounts.

### Flight time bonus

You book flights which arrive between 06:00-20:00 and depart between 09:00-22:00.

### Document bonus

You provide CVs, registration forms, English test results, and Garda Vetting documents (if applicable) punctually, in accordance with the timelines specified in this agreement. Documents must be of high quality and adhere to the formatting and data storage criteria as outlined in our document templates and online forms. We recommend submitting documents 1 month ahead of the specified deadline. This approach ensures you have the opportunity to still meet the submission deadline and qualify for any bonus criteria, should your documents require amendment due to quality concerns or to correct errors.

### Revoking bonuses

ADC will revoke bonuses and charge standard fees for each Participant who does not meet the bonus criteria (see pricelist). This may result in voided or amended invoices where invoices have been already created in good faith and based on bonus assumptions.

### Cancellation

### **Cancellation of ADC services**

Once a Programme is agreed the following cancellation terms apply.

Time before arrival	Fee for the Sending Organisation*
More than 3 months	No fee or full refund
2-3 months	10%

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2 weeks to 2 months	50%
2 weeks	100%

\*Based on the total Programme charge per person incl. all invoiced services (does not include Self-arranged services).

### **Cancellation of Self-arranged Services**

Occasionally, ADC may assist with the transfer of funds to/booking of external service providers which the Sending Organisation has selected. These services are marked as 'Self-arranged' in the Programme Details. Refunds and cancellation charges for those services follow the cancellation policy of the external service provider. Please make sure you are familiar with their terms before asking ADC to assist with any booking. Fees charged by ADC for assisting with the booking are non-refundable. ADC does not take any responsibility for the delivery of Self-arranged services.

#### **Cancellation by ADC**

### Internal reasons

In the unlikely event of ADC not being able to fulfil a booking for ADC-internal reasons and provided that Participants and the Sending Organisation fulfil the minimum requirements as set out by this agreement, ADC will contact the Sending Organisation prior to arrival and offer alternative dates or alternative booking conditions (for example change of work placement industry, revision of fees, etc.). If alternative arrangements are not acceptable to the Sending Organisation, ADC will provide a full refund of ADC's Programme charges.

### External reasons

If ADC is unable to fulfil a booking for external reasons (due to force majeure events, Work Placement Provider/Homestay Provider feedback) ADC may choose not to provide a refund, but instead offer up to three alternative replacement dates within 6 months from the original arrival date. ADC cannot be held liable for third party cancellation/rebooking fees connected to a cancellation.

### Behavioural reasons

ADC may cancel the participation of individual participants, group leaders, or the entire group at its discretion if students or group leaders behave disrespectfully or offensively. Participants at risk will be warned once and asked for improvement of behaviour. This may happen before or after arrival. If ADC cancels the programme, participants must leave their accommodation immediately (if arranged by ADC) and leave their workplace. The Sending Organisation will receive a refund corresponding to the number of days the participant(s) took part in the programme ([total programme fee ÷ number of days of the programme x number of days participated] - total programme fee). No damages or extra costs (e.g. for early flights) can be claimed from ADC.

### **Cancellation of a Postponed Programme**

If a Programme is postponed to future dates and the Sending Organisation cancels the postponed Programme, cancellation fees apply as they would have on the date when ADC was notified of the need to postpone the original Programme.

### Other

### Alterations to this Agreement

Any future alterations to this agreement (for example date changes or changes of the number of Participants), will be added as an annexe to this Agreement and are valid without additional signature. All unchanged details remain valid as agreed in this Agreement.

### U18 Waver

If sending U18 participants (minors), the sending organisation and their parents/legal guardians accept and assume all personal and financial risks associated with sending those participants abroad.

The sending organisation understands its duty of care for participants throughout their stay in Ireland. The sending organisation acknowledges that ADC runs adult-only programmes, discouraging the participation of U18 individuals due to potential organisational risks which cannot be excluded.

To ensure the safety and wellbeing of all U18 participants, representatives of the sending organisation must be available throughout the project period, either in person or remotely, to take responsibility for U18 participants to the best of their ability. In cases where group leaders are unable to be present in person, they must assign an 18+ programme participant to accompany U18 participants.

### Example 1: Emergency moves

In cases where U18 students must vacate their host family accommodation, whether it be by their own choice or due to the host requesting it for behavioural reasons (for example, disrespectful communication, ignoring house rules, alcohol or drug consumption, etc.), the sending organisation will make necessary arrangements for alternative accommodation and bear any related costs. Please note that apart from host families rarely being available at short notice, ADC is unable to make arrangements for emergency moves after office hours.

### TERMS AND CONDITIONS FOR WORK EXPERIENCE PROGRAMMES | PAGE 13 OF 14

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As U18s are prohibited from staying alone in hotels or hostels in Ireland, a group leader or assigned 18+ participant will accompany the U18 student to the alternative accommodation and stay with them there. If ADC cannot reach a representative of the sending organisation, the damage and emergency deposit may be used to pay for emergency moves.

### Example 2: Non-compliance with instructions

If a participant disregards instructions given by ADC, their host family, or their work placement provider, then a representative from the sending organisation will take steps to ensure that U18 participants follow the instructions given. Alternatively, if the participant continues to disobey instructions or the host family or work placement provider decides to terminate their placement due to the severity of their rule transgression, the programme will end for this participant early and a sending organisation representative will accompany them back to their home country. No refunds of programme fees will be made.

### **Data Protection & Use of Information**

### Gathering and Storing of Participant Details

The Sending Organisation agrees to collect and store Participant details in line with GDPR and obtain consent from Participants to process information and forward it to ADC. ADC will store Participant information for the sole purpose of organising the services specified in this agreement and forward relevant information to Work Placement Providers, Homestay Providers, Transfer companies or other service providers involved in the direct delivery of the agreed services. For administrative and compliance purposes, data will be stored for 1 year after departure.

### Sharing Details of Work Placement Providers or Homestay Providers

The Sending Organisation will not disclose or share any information or pictures pertaining to Work Placement Providers, Homestay Providers or ADC, without obtaining ADC's prior consent.

### Contacting Work Placement Providers or Homestay Providers

The Sending Organisation agrees not to contact the Work Placement Provider or Homestay Provider to arrange any further/additional Work Placements or accommodation placements outside of any agreement with ADC. Any placements made with placement providers which ADC previously introduced to the Sending Organisation will be charged according to current Programme fees and must be paid to ADC.

#### **Force Majeure**

In case of unforeseen force majeure events which affect all Participants equally, ADC will offer a Programme postponement date on a first come first serve basis. The postponement date must be within 6 months from the original booking date provided that force majeure conditions have subsided. The postponed booking cannot replace an already agreed future booking. If a replacement date is not suitable to the Sending Organisation, cancellation fees apply as usual.

### Also see Cancellation & Payment

#### Insurance

Participants are encouraged to take out appropriate insurance which might cover travel costs, belongings, course fees, as well as any medical expenses in excess of those covered through social security in their home country. The Sending Organisation is responsible to notify the relevant authorities in their home country to ensure students are insured against workplace accidents or take out insurance as required. Proof must be provided on request by ADC or the Work Placement Provider. Participants and their Sending Organisation are responsible for damage caused to the Work Placement Provider, to the Homestay Accommodation, or to ADC College.

### Legal Jurisdiction

This agreement is governed by and subject to the law of Ireland.

### TERMS AND CONDITIONS FOR WORK EXPERIENCE PROGRAMMES | PAGE 14 OF 14

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	Programme Details
Destination	ADC Dublin
Dates	Sun, 01/12/2024 to Sat, 14/12/2024
Participants	20 Students
English Classes	No
Accommodation	Homestay/Host Family
Board	Half board (breakfast and dinner)
Public transport	No Self organized leap cards.
Additional comments	If any of the above details change, programme fee reductions or increases will apply as shown on our price list.
	1290 EUR per student for 2 weeks
	<b>6 EUR/day diet restriction</b> Ref. Veronika Satekova - vegetarian Ref. Tomas Ladunga - lactose intolerant
	Group discount 100 EUR/student
	500 EUR deposit (will be refunded after the project)
	Invoice will be split: 80% before arrival – deadline 01/11/2024 20% after project – within 30 days after the group departure
Total amount	€ 23968.00 + €500 damage deposit
	FLIGHT TIME BONUS: The total includes a bonus based on your flight times meeting our arrival and departure time criteria. DOCUMENT BONUS: The total includes a bonus based on you submitting documents according to our deadlines and quality criteria. Bonuses may be revoked, and standard fees will be invoiced, if bonus assumptions are not met (see Payment & Bonuses > Bonuses).
	The total amount is provisional and will be revised based on host selection restrictions submitted by Participants in their registration forms (extra €6 per day per person). If students do not submit requirements, but ask host families to accommodate restrictions, an extra charge of €10 per day (instead of €6) will apply retrospectively.
	In exceptional circumstances, ADC reserves the right to revise the agreed programme fee up to 3 months before the arrival date to respond to unexpectedly rising programme costs.

### **Programme Details**

**Signatures** 

SENDING ORGANISATION	ADC College
I confirm that I have the legal authority to enter into this agreement. By signing, I acknowledge that I have read and understood ADC's Terms and Conditions for Work Experience Programmes and ADC's price list.	
Full name: Jana Tothova	Full name: Jana Muruganathan Strausova
Date: 02 Jul 2024 Signature: Jana Tathava	Date: 02 JUI 2024 Signature: Jana Muruganathan Strausova



# **Certificate of Completion**

# **Summary**

Document ID : 2BC4E1EF-N56R0\_WPIKCMPWBE8YMOSJK\_W1NL1H0WAWMLLSNQO44 Document Name : Contract SUCHANOVA 01.12. - 14.12.2024 Sent by : Alexander Kurth <alexander@adccollege.eu> Organization : ADC College Dublin Unit A1, Oak Road,Dublin,County Dublin,Ireland D12 K248 Sent on : Jun 28, 2024 08:39 GMT Signers : 2 Completed on : Jul 2, 2024 08:18 GMT Receives a copy : 1 Sign order : Sequential Approvers : 1 No. of documents : 1

# Recipients

Signer

Sylvia Suchanova Approver sylvia.suchanova@oasurany.sk

Emailed on : Jun 26, 2024 12:53 GMT Viewed on : Jun 26, 2024 14:30 GMT Terms agreed on : Jul 2, 2024 05:39 GMT Approved on : Jul 2, 2024 05:42 GMT Accessed from: 78.99.187.186 Device used: Web Authentication type: None

Jjana Tothova jana.tothova@oasurany.sk

Emailed on : Jul 2, 2024 05:42 GMT Viewed on : Jul 2, 2024 05:43 GMT Terms agreed on : Jul 2, 2024 05:43 GMT Signed on : Jul 2, 2024 08:18 GMT Signature

Jana Tathava

Accessed from: 78.99.187.186 Device used: Web Authentication type: None



Jana Muruganathan Strausova jana@adccollege.eu

Emailed on : Jul 2, 2024 08:18 GMT Viewed on : Jul 2, 2024 08:18 GMT Terms agreed on : Jul 2, 2024 08:18 GMT Signed on : Jul 2, 2024 08:18 GMT



Alexandra Michnová alexandra@adccollege.eu

Emailed on : Jul 2, 2024 08:18 GMT

Viewed on : -

Authentication type : None

## Signature



Accessed from: 86.163.203.82 Device used: Web Authentication type: None

Accessed from : -

Device used : -

# Legal Disclosure

# ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read the following information carefully. By clicking the 'I agree' button, you agree that you have reviewed the following terms and conditions and consent to transact business electronically using Zoho Sign electronic signature system. If you do not agree to these terms, do not click the 'I agree' button.

## **Electronic documents**

Please note that ADC College Dublin ("we", "us" or "Company") will send all documents electronically to you to the email address that you have given us during the course of the business relationship unless you tell us otherwise in accordance with the procedure explained herein. Once you sign a document electronically, we will send a PDF version of the document to you.

# **Request for paper copies**

You have the right to request paper copies of these documents sent to you electronically from info@adccollege.eu. Alternatively, you also have the ability to download and print these documents sent to you electronically, and reupload a scanned copy of the printed and physically signed documents. If you, however, wish to request paper copies of these documents sent to you electronically, you can write back to the sender.

## Withdrawing your consent

At any point in time during the course of our business relationship, you have the right to withdraw your consent to receive documents in electronic format. If you wish to withdraw your consent, you can decline to sign a document that we have sent to you and send an email to info@adccollege.eu informing us that you wish to receive documents only in paper format. Upon request from you, we will stop sending documents using Zoho Sign electronic signature system.

# To advise ADC College Dublin of your new email address

If you need to change the email address that you use to receive notices and disclosures from us, write to us at info@adccollege.eu

# System requirements

Compatible with recent versions of popular browsers such as Chrome, Firefox, Safari, and Internet Explorer. Zoho Sign is also available on iOS and Android devices.