



Camp America Contract, Terms and Conditions

Conditions of Application, Placement and Participation – 2012

Applicants who wish to participate on the program should understand that they enter into a contract with Camp America and will be bound by the following conditions.

1. Payments to Camp America are currently:

First Payment	\$295
Final Payment (this covers your final payment and medical insurance)	\$295*

Your camp will pay Camp America a fee which covers agency sponsorship, administrative costs and visa fees.

* After December 1, the Final Payment will increase to \$345.00.

For repeat participants electing to arrange their own transport to camp in the US, payments are currently:

First Payment	\$295
Final Payment (this covers your final payment and medical insurance**)	\$55
Placement fee (if applying for a new camp)	\$150

Your camp is charged a SEVIS fee of \$35.

The above prices are fixed until January 5th 2012. However third party costs are always subject to Government revision – and therefore cannot be guaranteed. It should also be noted that the costs above are payments to Camp America – additional third party payments for J-1 visa Embassy costs along with Federal Police and medical checks will also be required.

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

Program payments are due at varying stages of the application and placement process and applicants should adhere to deadlines issued via their Camp America Direct page as shown below in order to avoid penalties. For more information, please see the 'Applicant Program Deadlines and Penalties' table below or on our website at www.campamerica.com.au

PAYMENT DEADLINES

The table below shows deadlines for the compulsory payments payable to Camp America. Participants who fail to make the appropriate payments or meet payment deadlines will be subject to a late fee penalty between \$40-\$70 for each late payment.

FEE TYPE	PAYMENT DEADLINE

Acceptance Fee	Within 30 days of placement or a minimum of 30 days prior to departure to the US if this date is sooner.
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APPLICATION DEADLINES

The table below shows deadlines for completing various stages of the Camp America application and placement process:

1. After your interview you have 14 days to complete your application– these include submission of references, Federal Police check and any medical information required.
2. Once a placement is offered, you are required to make pay your Acceptance Fee, submit your medical form and any other outstanding paperwork within 30 days or by April 30th 2012 at the latest. Camp America will consider an offer of placement accepted by you unless you notify us of your decline of a placement offer in writing. Please email info@campamerica.com.au
3. Applications for the 2012 season are to be made through our online system or by attendance at our Meet the Camps events. The Camp America On-line system ("CAD") or My Camp America is administered by the American Institute For Foreign Study (UK) Limited ("Camp America") which acts as the centre for administration and central processing of worldwide applications. Applicants to the program will be expected to have online access and meet the requirement of managing their application and participation via our online system, and accept all communications via online systems.
4. Applications cannot be accepted without the \$295 deposit. This will be returned if your application is not accepted or a placement cannot be found. This payment will not be refunded if you cancel or fail to complete application formalities.
5. Booking a Camp America interview or acceptance of your application at a placement event constitutes application to the program. All references must adhere to our 2012 reference policy (as detailed on our website: www.campamerica.com.au).
6. Your completed application is submitted by your Camp America interviewer to a Camp America Recruitment Office for initial screening and then for assessment by the US Camp America Office. Once your application has been checked and accepted by the US Camp America Office, you will be advised via our online system that your application is now ready to be shown to Camp Directors.
7. 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 Deposit and Acceptance 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 program, you must inform Camp America in writing immediately in order to reduce/limit penalties due.
8. You are required to declare any relatives living in the US at interview. Failure to declare this information can have serious consequences on your visa application and may result in your cancellation from the program and any previous payments will be forfeited.
9. You are required to declare any previous US visas applied for. Failure to declare this information can have serious consequences on your visa application and may result in your cancellation from the program, and any previous payments will be forfeited.

10. Medical Conditions – There are a number of medical conditions that render applicants ineligible for the program.

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 program. 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 program. Any program payments already made will be forfeited, and our medical insurance policy rendered invalid.

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 program participation. For further information on Camp America's medical insurance, please see our website.

11. Even after you pass the interview and are accepted as a candidate for the program and after being offered a place, it remains your responsibility to inform the Camp America Sydney office in writing of any material changes to your medical or criminal history. Camp America reserves the right to vary, delay or cancel your placement should your medical circumstances change or deteriorate between the time of your application and the date that you are due to depart for the US. Please note that some camps may require immunizations for Hepatitis A or B, Mumps or TB and any costs incurred are the responsibility of the applicant.

12. Criminal Offences – Please note that 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. However, failure to reveal information that is directly relevant to the position sought could lead to withdrawal of an offer of employment. Failure to disclose details of criminal convictions (including juvenile, cautions and current charges) are grounds for dismissal from the program, and will lead to any deposit 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 program. Please note that because all our participants work closely with children our program comes under the Rehabilitation of Offenders Act 1974 (Exception) Order 1975 and you must therefore declare relevant spent convictions.

13. Camp America requires all participants to provide a Federal Police check (see our website or talk to your interviewer for details). Charges for a Federal Police check will be the responsibility of the applicant. Camp America reserves the right to dismiss anyone from the program 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 program and embarking for the US you must notify the London Office of Camp America. Any attempts to conceal such incidents are grounds for dismissal from the program and will lead to any program payments already made being forfeited. In the UK, it is Camp America policy to obtain Criminal Record Bureau checks under the American Institute for Foreign Study (AFIS) name.

14. For all applicants, even if your application is accepted, there is no guarantee that a camp director will offer you a summer position. A match is needed between the needs of the camp and your availability, experience and skills. More effort in your application and photos will improve your

placement prospects. If a position cannot be found, you will be informed as soon as possible and have your Deposit refunded no later than July 31st, 2011.

15. When a camp placement is found, Camp America will inform you via our online communication system immediately and you will then be required to pay your Acceptance Fee. Your Acceptance Fee includes a medical insurance premium. Optional baggage insurance will be added to your account – you may opt out of these if you wish. Cancellations at the point of placement must be notified immediately and cannot be inferred by non-payment of the fees.

16. Once a placement has been confirmed and upon receipt of your Final Payment, Camp America will dispatch the DS2019 visa application form required for application for the J-1 visa at your nearest American Consulate.

You cannot participate on the program without a J-1 visa stamped in your passport. This visa is obtained by attending a face to face interview at your nearest American Consulate. All US consulates now impose dollar based visa fees mandated by Congress, 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 (see our website for further details of consulate 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 My Camp America record with your appointment date will constitute cancellation from the program. If you are refused a visa by the US Consulate, please inform Camp America immediately. Refunds may be made at the discretion of Camp America, once proof of refusal is received. 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.

17. 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 First, and Final Payments will be forfeited.

18. It is the duty of every Camp America program participant to comply with the requirements of the medical policy and criminal record check procedures of Camp America. Failure to disclose relevant information or to complete the required paperwork at the appropriate time can lead to termination from the program and the forfeiture of all payments (see our website for the Camp America medical and criminal record check requirements). In order to conform with the requirements of US government J-1 visa regulations all participants on our program are required to have and pay for our US operated medical policy. You may not participate on the Camp America Program unless you have paid for the required medical policy premium. Pre-existing medical conditions are not covered by Camp America insurance (whether previously declared, or not on the Camp America Medical Form) unless extra payment has been received for pre-existing coverage.

19. You are required to complete a 9 week assignment (10 weeks for Day Camps) for which Camp America receives an agency fee from the camp.

Once you arrive in the US, Camp America's ability to rematch you, if your initial placement is unsuitable, is limited. We will undertake the search for an alternative placement only once a positive recommendation has been received from your previous camp. Accommodation and food costs during the time of seeking a new placement will be your responsibility. During this time you will be required to maintain daily contact with the US Camp America office or you will be deemed to have left the program and cancellation of your visa sponsorship will ensue.

Should you decide to leave camp 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.

If for any reason you fail to complete your assignment and/or engage in conduct that in the opinion of Camp America is deemed detrimental, you will forfeit your pocket money, program and insurance payments and all other payments. You will also jeopardise your visa status and be sent home at your own expense. You will not be permitted to remain in the US under the terms of your J-1 visa and must leave the country or regularise your immigration status immediately.

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

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.

20. All participants should be aware that the camp is charged a fee in respect to the costs associated with organising the Camp America Program. This fee is paid by camps and is charged in all circumstances without exception and applies equally to returning or preplaced participants.

21. Late applications will only be accepted for pre-placed applicants up until 15th May 2012 (depending on availability of embassy interviews in your country of application). A late application fee will apply for all applications received after March 19th 2012.

22. You are required to leave the US at the end of your camp stay or optional travel period. Your total stay in the US cannot exceed 5 months and will be determined by US authorities. The US 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 US 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 misdemeanours to the university, college, employer and referees of anyone who abuses the privileges of the visa.

23. In operating the Camp America program, the American Institute for Foreign Study (UK) Limited is an employment agency under the Terms of the Employment Agencies Act 1973.

24. Camp America may refuse to accept an application, or may reject an application at any stage without reason.

25. 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 program. No further claims will be accepted after this time.

The American Institute For Foreign Study (U.K.) Limited ("Camp America") will:

26. 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 US.

27. 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.

28. Transportation to camp will not be arranged by Camp America for participants who have previously arranged to be on the 'Own Transport' scheme. For more information, please see the OT contract available on the website.

29. 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. Participants pay the first \$200 in respect of each separate sickness or injury. Pre-existing conditions are not covered by the Camp America insurance, unless extra payment has been received for pre-existing coverage.

30. Keep available at the US Camp America office in Connecticut during normal business hours throughout your stay in the US a member of our staff for purposes of consultation who can be reached by telephone +(203) 399 5000 (from outside the US) or on free-phone 1 866 222 2074 (inside the US) and provide emergency back-up services. An emergency back-up service is also provided outside office hours (i.e. 24-hour emergency coverage) by either phoning the above number and being connected to our answering service, or by phoning Protocol direct on 1 888 868 454430.

31. Reimbursement for the full pocket money indicated on the brochure insert and as confirmed 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 program, you will be awarded your pocket money on a pro-rated basis upon the number of days you actually worked. If you leave the program 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 deposit payments you paid to Camp America prior to your departure. In some instances, depending on the State in which you are placed and the program you participate in, you may be required to set up a US bank account into which your pocket money will be paid and from which the US Camp America fees will be withdrawn. If you fall into this category of placement, details will be sent to you individually at the time of placement offer.

32. In some few instances taxation may be deducted from the amount of after camp payment you receive. You can claim this money back from the US Government and you will receive the refund in December. Camp America will assist you in obtaining this refund by referring you to a commercial tax assistance company who will charge for their services.

The Applicant will:

33. Agree to comply with application and payment deadlines and penalty charges.

34. Agree to complete all visa requirements including attending personal interview at the US Consulate at your own expense in accordance with the instructions thereof and to be responsible for obtaining a valid passport at least three months prior to departure and to comply with all vaccination and immunisation requirements.

35. 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 cancellation from the program and the forfeiting of all payments.

36. 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. If you break any of these rules will be immediately removed from camp and will be responsible for any costs incurred by Camp America through non-payment or reduced payment of fees by the camp. **It is illegal to buy or consume alcohol under the age of 21 in the USA.**

37. Agree to work for the required period at the camp to which you have been assigned. In some cases less or more weeks may be required, this will be confirmed in your placement information. If your assignment is for more than 9 weeks Camp America (residential camps), 10 weeks for Camp America (day camps), extra payment should be agreed in writing directly with your Camp Director.

38. Agree to abide by all appropriate regulations and instructions of the US Government, including returning home no later than five months after entry to the US.

39. Agree that 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.

40. Agree to carry out your Camp Counsellor duties and other responsibilities towards the participating camp/resort to the best of your ability and with due respect and to take full advantage of the travel opportunities at the end of your camp program in accordance with the rules and guidelines set out in the Camp America program brochure, handbooks and website.

41. Agree to leave the US at the end of your stay on or before the termination date of your visa and will not attempt to return subsequently to the US without complying with US visa requirements.

42. Agree not to accept any form of paid employment in the US during your stay other than within your duties as a Camp Counsellor with the designated camp.

43. Co-operate fully with those supervising the program on behalf of Camp America, and you agree to abide by any reasonable instructions they may give you.

44. 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.

45. Understand that 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/resorts. 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.

46. Understand that the responsibility of the camp to you is limited to housing, food, linen, the cost of transport from the arrival city in the US to the camp, and the after camp payment 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 the US Camp America office in Connecticut.

47. Warrant that information given in the application procedures by you is honest and accurate and agree that you will perform your duties to the best of your ability. Providing false or misleading information about yourself will lead to cancellation from the program.

48. Be responsible for any liability, obligation, loss or expense including court costs and legal fees, incurred by Camp America, its staff, agents, employees and organizations affiliated with it, the participating camp or third party resulting from any injury, loss, property damage or expense that you directly or indirectly cause or to which you contribute in any way.

49. Understand and acknowledge that Camp America, its affiliates, agents and employees, will act on your behalf in arranging transportation in connection with your appointment as a Camp Counsellor and in providing other services.

50. 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 US or another facility or service organised on your behalf.

51. 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.

52. Understand that 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.** Camp America will fully support any action taken against perpetrators of abuse.

53. Consent to your personal information being held, processed and disclosed by Camp America. 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 see www.campamerica.com.au [Click here to view our privacy policy.](#)

54. Consent to your image and any comments, photos and videos uploaded to the Camp America website to be used for marketing purposes.

55. Understand that the law of the State of Connecticut in the United States of America should apply to the Agreement between us and you agree to submit to the jurisdiction of the Connecticut Courts.