

# **Camp America 2024**

## **Vermittlungsbedingungen**

### **1. Vertragsgegenstand**

- 1.1 Gegenstand des mit uns – American Institute For Foreign Study (Deutschland) GmbH, Friedensplatz 1, 53111 Bonn, Germany – zustande kommenden Vertrages (im Folgenden: „Vermittlungsvertrag“) ist ausschließlich die Vermittlung eines Vertragsverhältnisses mit dem American Institute For Foreign Study (U.K.) Ltd., 37a Queen’s Gate, London SW7 5HR, England („Camp America“) über einen Einsatz des Teilnehmers im Camp America Programm.
- 1.2 Die Vermittlung erfolgt im Namen und für Rechnung von Camp America; auf das vermittelte Vertragsverhältnis finden ausschließlich die folgenden Teilnahmebedingungen (Terms and Conditions) von Camp America Anwendung. Wir empfehlen dringend, diese Teilnahmebedingungen vor Abgabe einer Bewerbung sorgfältig zu lesen.

### **2. Zustandekommen des Vertrages**

- 2.1 Der Teilnehmer\* bewirbt sich um einen Camp America Einsatz, indem er die Bewerbungsunterlagen einreicht und sich einem Interview mit einem unserer Mitarbeiter unterzieht. Zwischen dem Teilnehmer und uns kommt ein Vermittlungsvertrag nach Maßgabe der vorliegenden Vermittlungsbedingungen erst dann zustande, wenn ihm die Anmeldebestätigung per E-Mail zugeht. Der Abschluss eines Vertrages mit minderjährigen Teilnehmern bedarf zusätzlich der schriftlichen Einverständniserklärung aller gesetzlichen Vertreter.
- 2.2 Wir weisen darauf hin, dass Camp America die Bewerbung des Teilnehmers aus medizinischen Gründen jederzeit ablehnen kann, auch dann, wenn er bereits eine Anmeldebestätigung erhalten hat.

### **3. Platzierung des Teilnehmers**

- 3.1 Das Interview dient der Überprüfung, ob der Teilnehmer für den Einsatz im Camp America Programm persönlich geeignet ist (z.B. Alter, Fremdsprachenkenntnisse, praktische Erfahrungen etc.).
- 3.2 Die vollständigen Bewerbungsunterlagen unter Einschluss des Berichts über das Interview werden von uns an Camp America weitergeleitet. Camp America bemüht sich sodann, den Teilnehmer für den Einsatz in einem geeigneten Sommercamp in den USA zu platzieren. Wir weisen ausdrücklich darauf hin, dass auch bei erfolgreicher Bewerbung wir und Camp America keine Gewähr für eine Platzierung des Teilnehmers übernehmen, da seine persönlichen Qualifikationen mit den spezifischen Bedürfnissen des Camps übereinstimmen müssen.
- 3.3 In der Regel melden sich interessierte Camps bei den Teilnehmern telefonisch oder per E-Mail, um sie besser kennen zu lernen. Nachdem sich das Camp und der Teilnehmer über eine Platzierung geeinigt haben, erhält der Teilnehmer per E-Mail eine schriftliche Platzierungsbestätigung von Camp America.

### **4. Zahlungsfälligkeiten**

- 4.1 Nach Platzierung in einem Camp und nach Zugang der Platzierungsbestätigung, frühestens jedoch 40 Tage vor Ausreise - sofern der Sicherungsschein gemäß § 651r Abs. 4 Satz 1 BGB, Art. 252 EGBGB an den Teilnehmer in Textform übermittelt wurde – wird die Programmgebühr zur Zahlung an uns fällig.
- 4.2 Die Programmgebühr vereinnahmen wir für Rechnung von Camp America.
- 4.3 Gegebenenfalls ist außerdem der Versicherungsbeitrag für die (freiwilligen) Zusatzversicherungen zur Zahlung an uns fällig, die wir ebenfalls für Rechnung von Camp America vereinnahmen.
- 4.4 Falls wir den Teilnehmer nicht bis spätestens 30. Juni 2024 in einem Camp platzieren können, erstattet Camp America sämtliche gezahlte Gebühren.

### **5. Rücktritt vor Ausreise**

- 5.1 Der Rücktritt von der Teilnahme am Camp America Programm erfolgt nur durch eine an uns als Empfangsvertreter gerichtete Erklärung, die zu Beweis Zwecken unbedingt in Textform erfolgen sollte. Ein Rücktritt in anderer Weise, etwa durch Nichtleistung fälliger Zahlungen, ist nicht zulässig.
- 5.2 Tritt der Teilnehmer später als sieben Tage nach erfolgtem Interview vom Programm zurück, wird eine pauschale Stornoentschädigung in Höhe von **100 Euro** fällig.
- 5.3 Tritt der Teilnehmer vom Programm zurück, nachdem wir ihm eine Platzierung in einem Camp angeboten haben, wird eine pauschale Stornoentschädigung in folgender Höhe fällig:

Rücktritt erfolgt 28 oder mehr Tage vor geplanter Ausreise:	<b>200 Euro</b>
Rücktritt erfolgt weniger als 28 Tage vor geplanter Ausreise:	<b>500 Euro</b>

- 5.4. Bereits geleistete Zahlungen werden zurückerstattet bzw. mit der Stornogebühr, die wir im Namen und für Rechnung von Camp America erheben, verrechnet.

## **6. Rücktritt / Umvermittlung nach Ausreise**

- 6.1 Im Falle von gravierenden Problemen zwischen dem Teilnehmer und dem Camp wird sich Camp America um eine Umvermittlung bemühen; für deren Erfolg können jedoch weder Camp America noch wir als Vermittler eine Gewähr übernehmen. Im Zeitraum zwischen dem bisherigen und dem neuen Camp ist der Teilnehmer für seine Unterkunft und Verpflegung selbst verantwortlich und erhält für diesen Zeitraum auch kein Taschengeld.
- 6.2 Bei einem frühzeitigen Programmabbruch durch den Teilnehmer können Gebühren fällig werden. Die genauen Regelungen befinden sich in den Teilnahmebedingungen (Terms and Conditions) von Camp America.

## **7. Pflichten des Teilnehmers**

- 7.1 Der Teilnehmer ist für die Beschaffung der notwendigen Ausweispapiere, Impfnachweise, Einreise- und Aufenthaltsbescheinigungen sowie für die Einhaltung der Zoll- und Devisenbestimmungen in vollem Umfange selbst verantwortlich. Er haftet selbst für alle Nachteile, die ihm durch die Nichteinhaltung solcher Erfordernisse entstehen, soweit er sie kannte oder kennen musste; bei Unklarheiten ist er verpflichtet, uns rechtzeitig vor Beginn des Programms schriftlich darauf hinzuweisen.
- 7.2 Der Teilnehmer verpflichtet sich, jederzeit die unten genannten Teilnahmebedingungen (Terms and Conditions) von Camp America zu beachten.

## **8. Anwendbares Recht, Gerichtsstand**

- 8.1 Auf das Vertragsverhältnis zwischen dem Teilnehmer und AIFS findet deutsches Recht Anwendung.
- 8.2 Der Teilnehmer kann AIFS nur an dessen Sitz verklagen. Für Klagen von AIFS gegen den Teilnehmer ist der Wohnsitz des Teilnehmers maßgebend. Für Klagen gegen Teilnehmer, die ihren Wohnsitz oder gewöhnlichen Aufenthaltsort in einem Drittland haben oder deren Wohnsitz oder gewöhnlicher Aufenthalt im Zeitpunkt der Klageerhebung nicht bekannt ist, wird als Gerichtsstand der Sitz von AIFS vereinbart.
- 8.3 Die vorstehenden Bestimmungen gelten nicht, wenn und insoweit sich aus vertraglich nicht abdingbaren Bestimmungen internationaler Abkommen, die auf den Pauschalreisevertrag zwischen dem Teilnehmer und AIFS anzuwenden sind, etwas anderes zugunsten des Teilnehmers ergibt, oder wenn und insoweit auf den Pauschalreisevertrag anwendbare, nicht abdingbare Bestimmungen im Mitgliedstaat der EU, dem der Teilnehmer angehört, für den Teilnehmer günstiger sind, als die vorstehenden Bestimmungen oder die entsprechenden deutschen Vorschriften.

## **9. Weitere Bestimmungen**

- 9.1 Die Unwirksamkeit, Lückenhaftigkeit oder Unanwendbarkeit einer oder mehrere Bestimmungen dieser Vermittlungsbedingungen führt nicht zur Unwirksamkeit oder Unanwendbarkeit der übrigen Bestimmungen.
- 9.3. Wir weisen nach § 36 VSBG (Verbraucherstreitbeilegungsgesetz) darauf hin, dass AIFS nicht an Streitbeilegungsverfahren vor einer Verbraucherschlichtungsstelle teilnimmt und hierzu auch gesetzlich nicht verpflichtet ist. Sollte sich nach Drucklegung eine gesetzliche Pflicht zur Teilnahme an einem solchen Streitbeilegungsverfahren ergeben oder sollte AIFS freiwillig daran teilnehmen, wird AIFS den Teilnehmer hierüber auf einem dauerhaften Datenträger informieren.

### **Reiseveranstalter:**

American Institute For Foreign Study (Deutschland) GmbH  
Geschäftsführer: Thomas Kiechle  
Friedensplatz 1  
53111 Bonn  
Deutschland  
E-Mail: [info@aifs.de](mailto:info@aifs.de)  
Tel.: +49 (0) 228 957 30-0  
Fax: +49 (0) 228 957 30-110

### **Datenschutzhinweis:**

Die Vorschriften der DSGVO finden Anwendung. Die **ausführlichen Datenschutzhinweise** einschließlich der Rechte der Teilnehmer sind auf unserer Website ([www.aifs.de/datenschutz](http://www.aifs.de/datenschutz)) hinterlegt und werden mit dem Vertragsangebot zur Verfügung gestellt.

### **Fernabsatzverträge:**

American Institute For Foreign Study (Deutschland) GmbH weist darauf hin, dass Buchungen von Pauschalreisen im Fernabsatz nicht nach den §§ 312 Abs. 7, 312g Abs. 2 Satz 1 Nr. 9 BGB widerrufen werden können. Ein Widerrufsrecht besteht jedoch dann, wenn der Vertrag über die Pauschalreise zwischen American Institute For Foreign Study (Deutschland) GmbH und dem Teilnehmer, der Verbraucher ist, außerhalb von Geschäftsräumen geschlossen worden ist, es sei denn, die mündlichen Verhandlungen, auf denen der Vertragsschluss beruht, sind auf vorhergehende Bestellung des Verbrauchers geführt worden.

**Reiseversicherungen:**

American Institute For Foreign Study (Deutschland) GmbH empfiehlt generell den Abschluss einer Reise-Rücktrittskosten-Versicherung sowie einer Auslands-Reise-Krankenversicherung einschließlich Deckung der Krankenrücktransportkosten bei Unfall oder Krankheit, sofern diese nicht bereits im Reisepreis enthalten ist.

\*) Nur aus Gründen der besseren Lesbarkeit dieser Bedingungen verwenden wir bei Begriffen wie z.B. Teilnehmer die männliche Version.

Stand: 18.07.2023/ ©JD

**2024 CAMP AMERICA TERMS & CONDITIONS OF APPLICATION & PLACEMENT**  
**Version 1 – published 9 July 2023.**

**The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. You should understand that Camp America is a Cultural Exchange Programme. The purpose of our programme is to foster global understanding through shared experiences and friendship with US staff and campers in the unique setting that is an American Summer Camp.**

Camp America is a division of American Institute for Foreign Study (UK) Ltd (business address is 37 Queen's Gate, London, SW7 5HR, +44 207 581 7373) hereafter referred to as Camp America or AIFS (UK) and of American Institute for Foreign Study, Inc (business address 1 High Ridge Park, Stamford, CT 06905 USA 1 800 727 8233) hereafter referred to as AIFS Inc.

**AIFS Inc/Camp America is designated a J – 1 Sponsor by the US Department of State and further information about J – 1 programmes can be found at <http://j1visa.state.gov/>**

In order to provide the Camp America services to you, AIFS/Camp America needs to collect, use, share and otherwise "process" certain personal information which relates to you (including, but not limited to, your name, age, gender, contact details and country of residence, as well as photographs and/or videos) in accordance with our privacy policy [www.campamerica.co.uk/help/privacy-policy](http://www.campamerica.co.uk/help/privacy-policy).

In particular, you acknowledge that AIFS/Camp America needs to process certain sensitive personal information about you including, but not limited to, (a) medical and/or health information; and (b) the information contained in your criminal record check, which you are required to provide as part of your application to the Camp America program.

You also acknowledge that AIFS/Camp America may need to share some of your personal information with third parties within and/or outside of the European Economic Area as set out in our privacy policy (including, but not limited to, AIFS and/or Camp America's associated companies in the US, independent camps in the US, and government departments in your home country and the US).

### **1. The Camp America Programme**

a) Camp America does not own any camps. As a first-time applicant your camp will pay Camp America a fee which covers agency sponsorship, administrative fees, SEVIS fee and flight contribution (fee will not exceed **\$3175** - not including US domestic flight charges and SEVIS fee). As a returner, your camp is billed a \$250 Sponsor Fee and SEVIS fee and \$1300 flight costs (if you opt to take a Camp America flight).

b) Applicants who wish to participate on the programme should understand that they enter into this contract with AIFS/Camp America (as the agency charged with finding you a placement and visa sponsorship) and will be bound by the following conditions. Once placed, you will additionally have an agreement with a specific camp. You confirm that your command of English is sufficient to correctly understand these terms and conditions, the English-language source materials mentioned in this agreement and to effectively communicate abroad.

## **2. Services provided by Camp America;**

**Camp America will;**

### **a) Placement**

Assist you in completing your application (via interview) and, subject to acceptance on to the programme, make your application available to camps searching for staff. Placements are made according to suitability of availability dates, skills and experience. Placement is not guaranteed.

### **b) Flight**

Provide a basic London – New York return flight the cost of which is covered by the fees paid by you and your camp to Camp America on successful completion of assignment. If you opt to fly from a European airport other than London, you may be charged an additional fee (see our [website](#)). Flights are optional for repeat applicants and per this agreement your camp will be billed for the flight. Your camp will be billed \$1300 for flight to NYC, other cities at extra cost.

Participants placed in California, Colorado or Wisconsin, participants electing to take the 'own travel' option, or participants departing from countries that are designated 'own transport' (e.g. Australia & New Zealand) will be required to arrange and pay for their own transport to and from the US. For further details on Own Transport conditions please see '**Participants arranging their Own Transport to & from the US**' section below.

### **c) Visa Sponsorship**

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

### **d) Arrival to the US**

Participants should expect to undertake transportation from the airport to camp (which will be via plane, bus or train) by themselves. It should be noted that travel costs incurred at this time should be paid by the participant, but that these costs may be reimbursed by your Camp Director upon production of receipts. We advise that you carry a minimum of \$300 in cash for your onward transport to camp. In some instances, participants may stay at a hotel or hostel selected by Camp America for the day of your arrival in the New York area if applicable. Travel information will be detailed in your travel to camp information via our on-line system. Transportation to camp or a night in the New York hotel, will **not** be arranged by Camp America for participants who have elected to be on the 'Own Transport' scheme, or who originated from countries deemed Own Transport by Camp America. For more information, please see the OT contract available on the [website](#)

### **e) Group International Accident & Sickness Coverage**

All participants are enrolled in Group International Accident & Sickness coverage arranged for the American Institute for Foreign Study, Inc which meets the US Department of State requirements for J1 visa programmes.

### **f) Emergency/Crisis Management**

Make available at Camp America headquarters in Connecticut during normal business hours throughout your stay in the U.S. a member of our staff for purposes of consultation who can be reached by telephone +(203) 399-5409 (from outside the US) or on free-phone 1 866 222 2074 (inside the US) and provide emergency back-up services.

## **3. Applications to Camp America**

a) All applicants to the programme should be aware that Camp America is committed to child protection and the safeguarding of children and adults at risk. We require all

participants to understand that any inappropriate behaviour toward children and adults at risk in the USA will be reported by camps to law enforcement authorities and the full force of the law will be brought to bear on perpetrators of abuse. We operate a Safer Recruiting policy and will require references, police checks, medical checks and other documents from you to support your application to our programme. Camp America believes that children and adults at risk should never experience abuse of any kind and we are committed to work in a way that keeps Child Protection and Safeguarding at the centre of our practices and procedures.

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

To apply to the Camp America programme, you must be at least 18 years of age by June 1<sup>st</sup>, be able to provide, a police check (or **DBS check** if applying in the UK) and provide details for two referees that adhere to our reference policy. By providing referee details you consent for us to contact your referee prior to placement.

You can see our reference policy here <http://www.campamerica.co.uk/help/faqs>  
References are confidential and in line with paragraph 24, Schedule 2 of the Data Protection Act 2018, there is no obligation to comply with a subject access request in relation to a reference given (or to be given) in confidence for employment, training or educational purposes.

Applications for the season are made via our On-Line system which is administered by AIFS (UK) Limited. You agree to accept communications via our online system. You also agree that the terms of our privacy policy <http://www.campamerica.co.uk/help/privacy-policy> and cookie policy <http://www.campamerica.co.uk/help/cookie-policy> are incorporated into and made a part of these terms and conditions.

You are required to complete the application fully and honestly and failure to fully disclose your criminal and medical background at the earliest stages may result in additional charges and cancellation of application without refund.

b) Applications cannot be considered without the non-refundable 1<sup>st</sup> Instalment paid. Returners hoping to return to camp should check with their camp that they will be offered a position before paying the non-refundable 1<sup>st</sup> instalment, as this fee is not refunded if camp will not offer a position.

c) 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.

d) Booking a Camp America interview or acceptance of your application at a placement event constitutes application to the programme.

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

f) It is your responsibility to ensure that we are able to easily contact you via the contact details you have provided. Failure to respond to Camp America in a timely manner may result in cancellation from the programme with no refund given.

g) We expect you will log in to your 'My Camp America' account once a week to show you are progressing your application.

h) It is your responsibility to ensure your application is completed and relevant documents submitted in a timely manner. We expect that all references, police checks and medical forms will be submitted and instalments paid within 4 weeks of placement. Failure to do so may result in cancellation from the programme with no refund given. If you are placed after April 1st, a separate deadline will be communicated to you. Returners will be expected to adhere to deadlines in order to keep their discounted application rate.

i) Repeat applicants applying to a new camp are required to have a positive reference from their former camp and attend an interview. Please note the 1<sup>st</sup> instalment is non-refundable in the event that a non-positive reference is received from a previous camp.

#### **4. Late Applications**

Late applications will only be accepted for pre-placed applicants up until 15th May (depending on availability of embassy interviews in your country of application). A late application fee may apply for all applications received after 1<sup>st</sup> March.

#### **5. The Applicant Programme Fee**

Payments to Camp America are below. Seasonal discounts may apply, see our website for details.

##### **United Kingdom Fee for 2023/24**

##### **First Time Applicants & repeat applicants to a new camp - with a Camp America Flight**

##### **Total Camp America Fee £659 paid in 3 instalments:**

- 1<sup>st</sup> Instalment £55 – non-refundable, due pre-interview
- 2<sup>nd</sup> Instalment £ 180 - due within 4 weeks of interview.
- 3<sup>rd</sup> Instalment £424 – due when placement is confirmed.

##### **First Time Applicants & repeat applicants to a new camp – arranging their own transport**

##### **Total Camp America fee: £459 paid in 3 instalments:**

- 1<sup>st</sup> instalment £55 – non-refundable, due pre-interview.
- 2<sup>nd</sup> Instalment £180 - due within 4 weeks of interview.
- 3<sup>rd</sup> Instalment £224 – due when placement is confirmed.

##### **Repeat Applicants returning to the same camp - arranging their own transport to the US:**

##### **Total Camp America fee: £375 paid in 3 instalments:**

- 1<sup>st</sup> instalment £55 – non-refundable, due on submission of application.
- 2<sup>nd</sup> Instalment £180 - due when your application is accepted.
- 3<sup>rd</sup> Instalment £140 – due when placement is confirmed.

**Important: any discounted rates for repeat applicants are given on the basis that all documentation (police check, medical form and payments) are completed within 4 weeks of placement.**

##### **Repeat Applicants returning to the same camp taking a Camp America flight:**

##### **Total Camp America fee: £549\* paid in 3 instalments:**

- 1<sup>st</sup> instalment £55 – non-refundable, due on submission of application.
- 2<sup>nd</sup> Instalment £180 - due when your application is accepted.

3<sup>rd</sup> Instalment £314 – due when placement is confirmed.

\*a discount applies to this fee for applications submitted before Jan 1.

Your camp will be billed for your flight. Currently this amount is \$1300 for a flight to NYC. (Other cities in the US may be more expensive).

**Important: any discounted rates for repeat applicants are given on the basis that all documentation (police check, medical form and payments) are completed within 4 weeks of placement.**

**Please note: the number of visas that can be issued annually to participants returning for a third summer or more are capped and only available to applicants who have previously participated in the Camp America programme. Therefore, application before December is advised.**

Camp America flights depart from London. Departures from other regional airports will incur a supplement.

**ALL APPLICATIONS will additionally be required to pay:**

Police check fee. In the UK DBS/Police Check cost (payable in the UK) is currently approximately £54 - £56 – due when you submit your application.

US embassy fee plus courier fee currently \$185 – due when you accept a camp placement.

The above costs are paid by you directly to the appropriate third-party organisations

**As third-party costs, these are subject to change and are non-refundable.**

**In all instances your camp will be charged a U.S Government Student and Exchange Visitor Information System (SEVIS) fee which is currently \$35**

In some instances, partners or agents that we contract with in a particular country may have additional charges which are paid directly to the agent/partner. These charges set by the agent at the start of the season, are considered '3rd Party' charges and as such are not subject to Camp America rules regarding payment deadlines or refunds. Any separate terms and conditions that apply to these charges will be detailed to you by the agent/partner directly. Details regarding additional partner/agent charges per country can be found on our website at <https://www.campamerica.co.uk/costs/costs-process-explained/first-timer-costs>

**Recruitment in Australia, Poland and Germany** is managed by a local AIFS office.

**Recruitment in New Zealand, Turkey & Israel** is managed by a local partner office.

Details of fee in local currencies and any local conditions regarding refunds for applicants from these and many other countries are detailed on our website.

PLEASE NOTE: Prices are fixed until December 1st, however third-Party costs (detailed in the section 'What is Not Included in the Programme Fee') are subject to airline and Government revision and cannot be guaranteed.

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

Payments to Camp America include Application and Placement Services, J-1 Visa



sponsorship, enrolment in Group International Accident & Sickness coverage arranged for the American Institute for Foreign Study, Inc. and (subject to country of application) return flight.

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

- a) Third Party costs incurred in obtaining criminal and medical records checks, and costs related to the US Embassy J-1 visa application.
- b) Additional charges set by recruiting agents or partners.
- c) Costs incurred during travel to interview, placement events, orientation, US Embassy and airports.
- d) Fuel surcharges by airlines and departure taxes are subject to change and increases will be passed on to participants.
- e) In some instances, airlines require baggage to be paid as a separate payment at the airport. Usually, these costs are included in your flight ticket when on a Camp America flight, but when it isn't included, you will be informed.
- f) Transportation costs from arrival airport to camp (which will be via plane, bus or train). You are required to take a minimum of \$300 to cover your onward travel to camp.
- g) At the end of camp all participants will be required to make their own way back to New York at their own expense for their return flight.
- h) Any costs relating to tests or quarantine imposed on participants (due to airline or government protocol) on arrival in the US or upon return to home country.
- i) Additional charges are made for optional items such as, merchandise and certain flight options. These items can be selected if you wish via your on-line Camp America account, which is available to you online following acceptance on the programme.
- j) Any additional items specified by the camp such as State Police Record checks or additional medical checks. Camps will expect that participants will have fully completed their countries general immunization schedule against vaccine-preventable diseases including COVID. You will be asked to evidence this on your Camp America medical form. If you have any concerns you should discuss this with your Medical Practitioner. Any costs incurred relating to vaccinations or tests are the responsibility of the applicant in order to comply with these requirements.

### **8. Payments**

Programme payments are due 14 days from the date the charge appears on your online Camp America account. You should adhere to deadlines issued via your online Camp America account in order to avoid penalties and retain J1 visa sponsorship.

### **9. Acceptance on to the programme**

Following interview, your application will be submitted via your online Camp America account, to the Camp America office for assessment. At this time your application will be made available to US Camp Directors to view online. Once a completed application with references and police check has been received and 2<sup>nd</sup> instalment made, we will determine if your application can be accepted, confirm your placement, and electronically produce your DS2019. If your application is accepted there is no guarantee that a camp will offer you a summer position. Placements are offered based on a match in your availability, skills and experience. Placements are made from season start through to early July.

## 10. Notification of Placement

You will be notified of placement via your online Camp America account. You are required to accept your placement within 7 days of the offer being made. We strongly advise you to review, not only the camp information on your online Camp America account, but also the specific camp's website. Once your placement is confirmed, you will be sent a copy of your placement information by email –this will include any specific terms (and any conditions that are in addition or a variation of these terms and conditions). You are expected to pay your 3<sup>rd</sup> instalment at this time.

## 11. Criminal Background Checks

a) You are required to declare criminal convictions including juvenile cautions, reprimands and current charges on your application form. This is also a requirement of the US Embassy in the visa process. As Embassy regulations are extremely strict, non-disclosure of information may result in a longer visa process and in some cases visa refusal. Failure to reveal information that is directly relevant to the position sought could lead to withdrawal of an offer of employment. No refunds will be given to participants whose visa has been refused due to a non-disclosed criminal background. Failure to disclose details of criminal convictions (including juvenile, cautions and current charges) are grounds for dismissal from the programme, and will lead to any payments already made being forfeited. If you have had incidents with the law, you are advised to check our [website](https://www.campamerica.co.uk/costs/applying/requirements)

<https://www.campamerica.co.uk/costs/applying/requirements> and discuss such matters with your interviewer or the local recruitment office before you are interviewed for the programme. Please note that because all our participants work closely with children our programme comes under the Rehabilitation of Offenders Act 1974 (Exception) Order 1975 (as amended in 2013) and you must therefore declare relevant spent convictions. Offences relating to drugs or violence will render you ineligible for the programme. Please also note that some camps undertake random drug testing during the summer.

b) Camp America requires all participants including returners to provide criminal background checks (see our [website](https://www.campamerica.co.uk/costs/applying/requirements) or talk to your interviewer for details). Charges for a criminal record check varies from country to country and payment will be the responsibility of the applicant. Camp America reserves the right to dismiss anyone from the programme without compensation or refund if they are found to have concealed any criminal conviction, caution or pending charge.

c) *UK only* - in the UK, Scotland and Northern Ireland, it is Camp America policy to obtain Enhanced DBS checks under the American Institute for Foreign Study (AIFS) name. You will be required to apply and pay for your DBS online via the website of our processing partner according to the instructions we give you. This charge is currently £54.59, but subject to change beyond our control. As part of the online DBS application, you will be required to upload 2 forms of photographic ID from an approved list. If you are unable to present the required forms of photographic identification, you will be required to complete an ID check in person with the Post Office. The Post Office will charge a fee for undertaking this ID Check service and DBS application of approximately £55.20 which is also subject to change beyond our control. In some cases, the type of Police Check requested may change due to conditions beyond our control.

Applicants who fail to submit their police check forms within 4 weeks of submitting their application may be required to obtain additional checks at their own expense.

d) By signing and submitting your application to us and later applying for/submitting your police/DBS check, you acknowledge that this check will be shared with Camps (see our privacy policy [www.campamerica.co.uk/help/privacy-policy](https://www.campamerica.co.uk/help/privacy-policy) for further details on how we use this information).

e) Applicants without a clear police check should be aware that additional costs will be incurred if additional checks are deemed necessary and may also incur substantial additional Embassy costs during the visa application process.

f) Applicants should be aware that they may be required to complete additional US State Police checks and finger prints (in addition to checks completed in their home country). When required these checks are completed upon arrival at camp. Checks are handled differently by each camp and state. Some additional charges may apply.

## **12. Medical Background Checks**

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

b) Having checked the website, please discuss with your interviewer any medical problems that you have or have had in the past which may affect your chances of being placed or of participating on the programme. You will be required to complete a medical history form countersigned by your doctor. Failure to disclose relevant medical information at the earliest opportunity is grounds for dismissal from the programme and any payments already made will be forfeited and the Group International Accident & Sickness coverage arranged for the American Institute for Foreign Study, Inc will be rendered invalid. Please note that only limited cover is available for pre-existing medical conditions, and congenital conditions are not covered under the Group International Accident & Sickness coverage arranged for the American Institute for Foreign Study, Inc. Participants may be required to buy an independent supplementary policy at their own additional expense to ensure they have sufficient coverage for their individual needs. Exclusions on the Group International Accident & Sickness coverage arranged for the American Institute for Foreign Study, Inc mean that hospital bills etc. for mental conditions including (but not limited to) depression and anxiety, bi-polar disorder, schizophrenia, self-harm or injuries caused while intoxicated will not be covered and you will be personally responsible for any such costs. Please check the Group International Accident & Sickness coverage arranged for the American Institute for Foreign Study, Inc document for full details of all exclusions.

## **13. Changes to your Criminal or Medical Background**

a) Even after you pass the interview and are accepted as a candidate for the programme and after being offered a place, it remains your responsibility to inform the Camp America office by email to [enquiries@campamerica.co.uk](mailto:enquiries@campamerica.co.uk) of any material changes to your medical or criminal history.

b) You are expected to supply criminal history documentation and medical documentation within 14 days of placement. The final deadline for all documentations is 1<sup>st</sup> April.

## **14. Undisclosed Medical or Criminal Background Information**

If medical or criminal information comes to light that has not been previously disclosed on your application, your application may be subject to cancellation. If you are already in the US, you will be required to leave and travel back to your home country will be at your own expense.

## **15. Pre-departure Medical & Criminal Background Issues**

Camp America must be notified if you have been exposed to a communicable disease, have sustained a serious injury or have any other changes to your general medical condition. Camp America reserves the right to vary, delay or cancel your placement should your criminal or medical circumstances change or deteriorate between the time of your application and the date that you are due to depart for the United States. In addition, in the event of a change to your medical information or non-disclosed medical information

coming to light, details of this may be disclosed to your named emergency contact for your own protection.

## **16. Vaccinations**

It is a mandatory requirement that participants have been vaccinated against Measles and Camps expect that participants will have fully completed their country's general immunization schedule against vaccine-preventable diseases (including COVID). You will be asked to evidence this on your Camp America medical form. A camp may be unable to take you if you have not been fully vaccinated. If you are concerned, you should discuss this with your Doctor. Additionally, some camps may have additional vaccination requirements (such as COVID vaccination) and any costs incurred will be the participant's and agreed by accepting the placement.

## **17. Obtaining the J-1 Visa**

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

b) Once you have accepted a placement and upon receipt of police check, Camp America will then register your details in the U.S Government Student and Exchange Visitor Information System (SEVIS) to issue the form required for application for the J-1 visa from your nearest American Consulate. Prior to confirming your placement, you are required to check that your personal details are correct on our database (this includes names as on passport, date of birth, Nationality etc) to ensure your DS2019 is correct. Failure to do this will result in an additional DS2019 re-issue fee of £10 per DS2019 form.

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

d) The J1 visa is obtained by attending a face-to-face interview at your nearest American Embassy/Consulate. All US embassies now impose dollar based visa fees mandated by Congress (currently US\$185 plus courier fees), which you will be required to pay in addition to Camp America payments (see our [website https://www.campamerica.co.uk/costs/costs-process-explained](https://www.campamerica.co.uk/costs/costs-process-explained) for the most recent details). Applicants are also responsible for the costs of travel to and from their visa appointment and any courier fees charged by the embassy (see our website for further details of embassy procedures <http://www.campamerica.co.uk/help/faqs>). 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 online Camp America account with your appointment date will constitute cancellation from the programme.

e) It is an expectation of the US Embassy for all participants to provide reason for proof of return to their home country. Please see <https://www.campamerica.co.uk/cad/proof-of-return> for more information.

f) Repeat Applicants – Applicants intending to repeat on the Camp America programme are reminded that a DS2019 is produced once your Police Check is received. Repeat applicants are required to have their visa application submitted to the embassy before March 1<sup>st</sup> to ensure appointments are readily available. Currently the number of visas that can be issued annually to participants returning for a third summer or more are capped and only available to applicants who have previously participated in the Camp America programme. Therefore, application before December is advised.

g) If you cancel following visa issuance, your SEVIS entry will be cancelled, and you will not be able to enter the US as your visa will no longer be valid.

## **18. Visa Refusal**

If you are refused a visa by the American authorities, please inform Camp America immediately. Partial refunds of payments made to Camp America may be made at the discretion of Camp America, once proof of refusal is received. If you have been previously refused a visa, you have failed to follow instructions given by Camp America regarding your visa application, or have an undisclosed criminal conviction, no refund will be given. It should be noted that to process your J-1 visa the US Embassy will be required to keep your passport for a number of days in order to print the visa into it. You should notify Camp America if you need to use your passport for other travel in the April to July period. Please email to [visa@campamerica.co.uk](mailto:visa@campamerica.co.uk)

If you are refused a visa or denied entry to the US due to content on your social media accounts (which may include deleted content) a refund will not be applicable.

## **19. Visa Regulations – while in the USA.**

a) You are permitted to enter the US no more than 30 days before the programme date shown on your DS2019. This is termed a 'Grace Period'. You are not permitted to work during this time. Upon successful completion of your programme you have a further grace period of 30 days to depart the US, **during which time you are not authorized to work**. The United States Government has systems to track participants who over-stay their visas and the penalties involved may well include bans of up to 10 years for the violator and their relatives. Camp America will assist the United States authorities in every way to identify anyone who violates the privileges of their J-1 cultural exchange visitor 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.

b) If you are participating on the Campower programme, you will additionally be required to complete a 'Monthly Check-In' which will be emailed to you every three weeks. Completing this questionnaire is a regulation of your programme and failure to do so could potentially have serious visa implications.

c) Any participants who fail to comply with our payment, medical or criminal policies may jeopardise their status with the programme. As your visa sponsor, Camp America is required to maintain your visa sponsorship status in the SEVIS system. We have the right to revoke J-1 visa sponsorship at any time if you fail to comply with programme requirements – this includes once your visa has been issued. If your visa is set to 'inactive' while you are in the US, you will have 30 days to regularize your status or depart the US.

d) You agree to abide by all appropriate regulations and instructions of the U.S. Government, including returning home within the designated period of 30 days following successful completion of the programme. Please note there are life-long consequences for failure to follow visa regulations and exiting the US within the designated period.

e) As your visa sponsor, Camp America is required to maintain your visa sponsorship status in the SEVIS system. We have the right to revoke J-1 visa sponsorship at any time if you fail to comply with programme requirements – this includes once your visa has been issued by a US embassy. If your SEVIS status is set to 'inactive' by us while you are in the US, you will have 30 days to regularize your status or depart the US.

## **20. Participation on Camp America – placement on a camp.**

a) Camp America does not own or in any way assume responsibility for the operation of camps as they are independently owned and operated. 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 or directors of the camps. If you consider that you have suffered any loss, injury or damage whatsoever as a result of any such decisions, actions or omissions, your right to recourse lies against the director or proprietor of the individual camp or resort. Your acceptance of a placement with a camp is subject to this condition.

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

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

d) The responsibility of the camp to you is limited to housing, food, linen, the cost of transport from the arrival city in the U.S. to the camp, and pocket money paid to you by the camp. Any conditions of the placement that are not the 'standard' will be communicated to you via the placement information on your 'My Camp America' account. If any problems should arise between you and your camp during the course of your stay, you must promptly inform our representative in Connecticut via our 24/7 answering service on 1 866 222 2074

e) Exception States

In order to comply with State Law, participants placed in California, Colorado and Wisconsin, will be required to adhere to a different model from the standard Camp America model. Participants will be required to arrange and pay for their own flight (they will pay a lower Camp America fee) and will receive pocket money in line with relevant minimum wage and permitted deductions (including enrolment in the Group International Accident & Sickness coverage arranged for the American Institute for Foreign Study, Inc, housing and food). Participants accepting a placement in California and Wisconsin will be required to agree to additional Terms and Conditions prior to confirmation of placement.

f) Additional costs

In certain states, additional state checks (either criminal or medical including vaccination) may be applicable. These are usually paid upon arrival to camp and will be confirmed by your camp prior to departure.

## **21. While on Camp:**

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

b) You agree to co-operate fully with those supervising the programme on behalf of Camp America, and you agree to abide by any reasonable instructions they may give you. You also agree to adhere to any guidelines implemented to keep the camp, campers and staff COVID-safe.

## **22. Safeguarding**

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. You are not permitted to communicate with campers, CIT's or anyone under the age of 18 on social media.**

**This is a zero tolerance policy.** Camp America will fully support any action taken against

perpetrators of abuse.

### **23. Behaviour, social media, drugs and alcohol**

a) You agree to abide by all lawful rules and reasonable regulations of Camp America contained herein and of the camp in which you are placed. Please be advised that all camps have a strict no alcohol/drugs policy. **This is a zero tolerance policy.** Camps will also have no smoking policies that may extend to local towns as well as camp grounds, most camps also operate a curfew requiring you to return to camp by a deadline when on time off. If you break any of these rules you will be required to leave camp **immediately** and will be responsible for your own costs and for any costs incurred by Camp America through non-payment or reduced payment of fees by the camp. **It is illegal to buy, consume or be in possession of alcohol under the age of 21 in the USA.**

b) In line with standard protocols when working with children and vulnerable adults, participants are expected to ensure all social media accounts are set to private prior to departure to the US. Participants are required to supply personal social media accounts as part of the visa application process and the US Embassy may use this information to determine suitability for the programme.

### **24. Emergencies while in the US**

a) Understand that Camp America or its affiliates or agents may, without liability, or expense to themselves take whatever action they deem appropriate with regard to your health and safety and may place you in a hospital for medical services and treatment or, if no hospital is readily available, may place you in the hands of a local medical doctor for treatment. You undertake to reimburse us, our agents or the summer camp in which you are placed for any expenses incurred by us or them in taking any action reasonably considered necessary in the interests of your health and safety, which may not be covered by the Group International Accident & Sickness coverage arranged for the American Institute for Foreign Study, Inc. If deemed desirable by Camp America or its agents, you authorise them to transport you back to your country of origin at your own expense.

b) You agree to waive and release Camp America and its affiliates, agents and employees from any claims whatsoever arising from any injury, loss, damage, accident, delay, or expense resulting from events beyond its control, including without limitation acts of God, acts of war, strikes, incidents of politically motivated violence, terrorism, pandemic, sickness or quarantine, government restrictions or regulations, and, in the absence of gross negligence (or negligence in the case of personal injury) by Camp America, arising from the use of any vehicle or from any act or omission by any agent or employee or guests of the participating camp, individual, firm, or company in relation to transportation to, from and within the U.S. or another facility or service organised on your behalf.

### **25. Pocket Money (payment from Camp) and Taxes**

a) Camp Counselors and Campowers (who hold J-1 visas) are required to file a U.S. Federal income tax return and in certain cases, a State income tax return to satisfy their U.S. income tax liability. If tax has not been deducted by your camp, then participants are required to make their payment to the US tax authorities when submitting their tax return. The deadline for tax payments is April 15<sup>th</sup> in the following year.

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

c) Please note that our organization does not have tax preparation capabilities but can provide a referral to an accounting firm which can assist with completing and filing the foregoing tax forms and remitting the tax due to the U.S. Internal Revenue Service ("IRS"). For more information on tax please visit <https://www.campamerica.co.uk/taxes>

d) Your pocket money may be subject to taxation in your home country. You are responsible for making your own tax declarations. You can note that pocket money includes reimbursement of the programme fee paid to Camp America. (this reimbursement does not include the 1<sup>st</sup> instalment which is non-refundable)

## **26. Participants taking a Camp America Flight to the US**

a) If you withdraw from the programme following the ticketing of your flight, you will be required to pay an additional \$325 towards your unused flight ticket. Penalties are necessary because of the expense of flight reservations, interviewing, matching applicants with vacancies and general administrative costs involved in the programme. Camp America must be informed immediately of all cancellations.

b) In most instances your departure airport will be assigned according to the country from which you apply. The flight will either be free or subsidised and a regional supplement due.

c) No changes to your choice of departure airport can be made after 1<sup>st</sup> March.

d) Once your flight is ticketed, any changes may incur a minimum penalty fee of \$325. If you reject your assigned westbound flight once your flight is ticketed, the penalty is increased and can be up to the full price of your ticket.

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

f) You agree to be present in good time for all flights or other transportation provided or arranged by Camp America. Camp America will not provide or be responsible for alternative transportation.

g) Any costs associated with failure to meet US government entry requirements will be the responsibility of the participant.

## **27. Participants taking a Camp America Flight from the US**

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

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

c) Due to a high volume of air travel there are certain dates that may be very difficult to book flights back from the USA. For summer 2024 these dates are August 12<sup>th</sup> to Sept 4<sup>th</sup>. Unless a flight date is requested before April 1<sup>st</sup> we may be unable to provide flights during the specified dates.

d) You will be required to select your return flight option before you depart for the U.S. and changes are possible pre-departure. If you need to change your return flight date once in the US a minimum change fee of \$175 will apply. All changes will be subject to airline availability in the booking classes or codes that we utilize and we cannot guarantee that



your requested date will be available. In some cases flights might be available at a price over and above that covered by the \$175 change fee and if this is the case you will be offered the option to pay a cost over the change fee in order to get the date you have requested or remain at your original date or accept an alternative date/route that we can offer.

e) It is the participant's responsibility to ensure all airline or government COVID-19 testing requirements are fulfilled. Failure to do so will result in any additional costs incurred being payable by the participant.

## **28. Participants arranging their Own Transport to & from the US**

a) As an OWN TRAVELLER you are responsible for making your own travel arrangements to and from America - you are not eligible to fly on a Camp America flight in either direction.

b) The deadline for changing to either a Camp America flight or the Own Transport option is 1st March (note, Camp America flight option is not available for applicants placed in California/Wisconsin). Any changes after this date will be subject to a penalty fee being imposed.

c) Your Camp Director is responsible for providing you with information about how to get to the camp.

d) You are advised not to make any international/domestic flight arrangements that cannot be cancelled/alterd without a refund, even if you have had a placement confirmed. This is in case last minute placement changes have to be made or the placement falls through, or your visa is delayed/not granted. Camp America will not make any compensation payments for any travel arrangements that you need to change or cancel in any circumstances.

e) All flights or other bookings purchased from Camp America agents are considered to be private arrangements made independently and are not part of the Camp America programmes in any respect.

f) Your date of arrival at your camp must be in strict accordance with your camp's instructions, and should coincide with the Camp America arrival date on your placement information. You should additionally notify Camp America and your camp of any countries you will be transiting through prior to your arrival at camp. At the end of your 9-12 week assignment you will be responsible for your own transport home.

g) If you are fired it is your responsibility to make your own return flight reservations and all costs incurred are your responsibility.

h) It is the participant's responsibility to ensure all airline or government vaccination or entry testing requirements are fulfilled.

i) It is your responsibility to ensure all required Camp America documentation (references, police background checks and medical form) are submitted at least 3 weeks prior to your departure.

**For participants from Australia & New Zealand;** our local offices will provide you with a referral to partner travel agents who can provide assistance.

Pocket money rates paid to 'Own Travel' participants have been enhanced to include a contribution towards airline costs.

## **29. If Camp America fail to place you or cannot accept your application**

The Camp America 1<sup>st</sup> instalment is non-refundable, however if we do not accept your

application, or if we fail to find you a placement, any additional payments made to Camp America may be refunded on a discretionary basis. Please note that third party costs are not refundable. Being unplaced in a season will not affect any future applications to Camp America.

**30. If you withdraw from the programme: before placement.**

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 all instalments paid. (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 but will not include the 1<sup>st</sup> instalment which is non-refundable in all instances.) If you decide to withdraw from the programme, you must inform Camp America via your online Camp America account immediately in order to reduce or limit penalties due.

**31. If you withdraw from the programme: after placement (prior to departure)**

After placement, if you fail to participate for any reason, all instalments paid, together with any regional flight surcharges will be forfeit. (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 but will not include the 1<sup>st</sup> instalment which is non-refundable in all instances). If you decide to withdraw from the programme, you must inform Camp America via your online Camp America account immediately in order to reduce or limit penalties due.

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

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

b) If you are unable to complete your assignment due to a medical reason (as determined by a doctor in the US) the amount of pocket money to be paid will be determined on the time you worked on camp. Programme fee and all other payments will not be refunded.

c) If you are fired from camp, resign, leave camp due to homesickness or if you engage in conduct that in the opinion of Camp America is deemed detrimental, our sponsorship will be revoked, you will forfeit your pocket money, programme fee, and all other payments. You will no longer be deemed on the Camp America programme, and you will therefore no longer be covered by the Group International Accident & Sickness coverage arranged for the American Institute for Foreign Study, Inc. You will be financially responsible for your costs to fly home. In such cases you are required to contact Camp America immediately on 1-866-222-2074 (24 hour number).

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

**33. Seeking a rematch while in the US**

Sometimes participants may seek a rematch to a different camp while in the US. Once you arrive in the US, Camp America's ability to rematch you, if your initial placement is unsuitable, is limited, but we will make every effort. It is important that you contact our US office and if possible, **we will undertake the search for an alternative placement however, it is extremely difficult without a positive recommendation from your previous camp.** Accommodation and food costs etc during the time of seeking a new placement will be your responsibility. During this time you will be required to maintain daily contact with our US office or will be deemed

to have left the programme and cancellation of our visa sponsorship will ensue. Even with a positive recommendation rematch after firing is at Camp America's discretion, and if not possible, penalty fees will apply.

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

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 Camp America charges may be made.

#### **35. Application Deferrals ('Rollovers'/'Fast-track')**

a) In some instances Camp America may, at our discretion, offer the opportunity to defer an application or placement to the following season. Rollovers/Fast-track are offered in extenuating circumstances only and are never guaranteed.

b) Any rollover/fast-track offered will be valid for the following summer unless otherwise specified. There will be a limited time in which a rollover offer can be accepted. Acceptance of a rollover will be made via the applicants' 'mycampamerica.com' online account.

#### **36. Refunds and Complaints**

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

b) It should be noted that Third party fees are non-refundable. The Camp America 1<sup>st</sup> instalment is also non-refundable. Other Camp America optional fees maybe refundable in certain circumstance but at our sole discretion.

#### **37. Participation on a Cultural Exchange Visitor Programme**

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

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

#### **38. Force Majeure**

Neither Camp America, nor AIFS shall be deemed in default of this Agreement or, unless otherwise expressly provided therein, or any ancillary agreements, addendums or materials, for any delay or failure to fulfil any obligation hereunder or thereunder so long as and to the extent to which any delay or failure in the fulfilment of such obligation is prevented, frustrated, hindered or delayed as a consequence of any event beyond such either's reasonable control including but not limited to Acts of God, government actions (including those restricting travel), pandemics, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labour disturbance, or any other event similar to those enumerated above (a "Force Majeure Event"). In the event of any such excused delay, the time for performance of such obligations shall be extended for a period equal to the time lost by reason of the delay. A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to

the other party of the nature and extent of any such Force Majeure Event; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement, or any ancillary agreements, addendums or materials, as applicable, as soon as reasonably practicable. Notwithstanding the foregoing, should the Force Majeure Event suffered by a party extend beyond a [two]-month period, the other party may then terminate this Agreement by written notice to the non-performing party, with the consequences of such termination as if this Agreement had been mutually terminated. Provided, however, any applications or SEVIS fees paid to Camp America shall not in any event be refundable."

### **39. And finally...**

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 programme and the forfeiting of all fees paid.

You understand that the American Institute for Foreign Study's Camp America programme is a designated J-1 Exchange Visitor Program sponsor through the US Department of State. As such it adheres to strict regulatory provisions with regard to the cultural exchange component, your placement and working conditions as well as safeguarding your health, safety and welfare. You may contact Camp America's Responsible Officer Andrew Newberry by telephone toll-free within the US at 800.727.8233 Ext 5117 or direct at +1 203.399.5117 as well as by e-mail at [anewberry@campamerica.com](mailto:anewberry@campamerica.com). You may also reach the Department of State 24 Hour Summer Work Travel Helpline by telephone toll free within the US at 1.866.283.9090 and email at [visas@state.gov](mailto:visas@state.gov). For more information on the Exchange Visitor Program please **CLICK**

You agree that any dispute with the American Institute of Foreign Study/Camp America that is not settled informally will be submitted to binding arbitration. The location of the arbitration and identity of the arbitrator will be decided by mutual agreement, with the costs to be shared equally between the parties, and the decision of the arbitrator will be final.

By accepting these Terms and Conditions you understand that you are giving up your right to have any claim against the American Institute for Foreign Study / Camp America decided in Court before a judge or jury. By accepting the terms of this agreement, the US Federal Arbitration Act governs the interpretation and enforcement of the agreement. You and Camp America as well as the American Institute of Foreign Study Inc, are each waiving the right to a trial by jury or to participate in a class action.

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

A COPY OF ALL TERMS AND CONDITIONS AND PRIVACY POLICY IS AVAILABLE AT ALL TIMES ON OUR WEBSITE, [campamerica.co.uk](http://campamerica.co.uk)