



TERMS & CONDITIONS

These Terms and Conditions apply to all participants in the Program Joinki.

By paying the Program Fee or the Deposit, you are entering into the Agreement.

DEFINITIONS WITHIN THIS AGREEMENT:

Participant means a participant on the Program and Participants means all and any Participant.

Joinki means Joinki The Culture Connector, an Italian registered company: number 02418440224

Agreement means the contractually binding agreement made between Joinki and you that is made up of the application form and the terms and conditions set out in this document.

Program means any service organized by Joinki

“you” or “your” means the participant.

“we”, “us” or “our” means Joinki The Culture Connector.

Deposit means the part of the Program Fee that must be paid by you in order to secure that we will be looking for a family for you, prior to payment of the balance of the Program Fee. This balance is payable in accordance with section 2 below

Program Fee means the sum of the Deposit and the remaining balance, payable by you to us in accordance with Section 2 below.

Deadline means 4 weeks prior to the arrival date of the participant in the family

Program means any service organized by Joinki

1. SELECTION OF PARTICIPANTS

We retain all rights to reject the application of any person we deem unsuitable for our Program, at our own discretion.

2. DEPOSIT AND PROGRAM FEE

(a) The Program fee is €350,00 regardless of the length of the program itself

(b) Your Initial Deposit (“Initial Deposit”) is 150,00 Euros (abbreviated as €).

(c) The Deposit signs the moment we start to look for a suitable family for you.

(d) Upon payment of your Initial Deposit, you agree to fully co-operate with Joinki in its attempts to find you a suitable family and agree to do so during the program. Examples of non-cooperation include, but are not limited to:

1. Not responding to Joinki communications in a timely manner or skipping scheduled interviews
2. Not actively working with us
3. Missing agreed payments
4. Unreasonably refusing a family offered to you
5. Dishonesty in altering, or misrepresenting academic transcripts, test scores, academic standing, statements made on visa applications, or any other written or oral statement you may make in the process of applying for the Program or for a visa.

Participants who are deemed uncooperative will be notified by Joinki, and may be dropped from the program with no refund given. Such Participants may have the option, at the discretion of Joinki, to rejoin the Program, provided that they cooperate and participate in good faith.

(e) If Joinki is unable to place you in an Italian family at the time of the deadline, you will be given the option (1) to withdraw from the Program and receive a refund of your Initial Deposit and all other Program payments made by you (“Full Refund”), or (2) to request that Joinki continue the search process; and if Joinki is still unable to place you within the extended time, you will receive a Full Refund.

In all cases, all program fees must be paid before you enter the program in Italy. Participants who fail to meet this requirement, will receive none of the benefits of the Program.

(f) Joinki won’t cover any charges imposed by financial institution, including PayPal fees, foreign transaction fees, and wire transfer fees. This applies to your Deposit, Program Fee and any other transfer to us.

If you underpay your Deposit due to such charges, you will make up the balance when you pay the Program Fee.

3. OUR DUTIES

In return for receipt of the Program fee, we will provide you with the all organisation of the program as following:

Lodging and full board (3 meals per day) in an Italian family

Help you to find out and organise the best connections from the airport to the family. Family might come and collect you at the airport (depending on your arrival time. Details need to be agreed with the family).

Introduction and welcome talk, support from the local agency and Joint visit in the family. Visits are planned the first week and even the second one if necessary.

Italian language instruction throughout the whole period of stay

Free excursions in the Region

Free admission to more than 40 museums, 15 castles and over 40 attractions

Free train and bus travel within the Trentino Region

Possibility of a certified internship in the Italian elementary school/middle school/high school. (Only during the school year in Italy possible)

Provide you with another family in the case of severe circumstances of family non-cooperation or behavior that don't allow participant to stay any longer in the family

For the avoidance of doubt, we will only be responsible for and bound to provide the services set out in this section.

4. VARY PARTICIPATION ON THE PROGRAM, REQUEST TO CANCEL AND REFUNDS

(a) Applicants who want to withdraw from the Program has to do it written. Please email to: info@joinki.it

(b) The Deposit, and all subsequent Program Fees paid, are not refundable if you withdraw from the Program for any reason other than Joinki failure to place you by the Deadline. This includes withdrawal for medical, personal, family, academic, financial, and all other reasons. The Deposit, and all subsequent Program Fees paid, are refundable ONLY if Joinki fails to place you in a suitable family.

(c) The Deposit, and all subsequent Program Fees paid, are not refundable if Joinki determines, in its sole discretion, that you did not fully co-operate in the process at any time before the Deadline, as further detailed under section 2 above.

(d) If you withdraw from the Program for any reason after being assigned to a family, Joinki will be entitled to retain 100% of your Initial Deposit and either 100% of the subsequent payment(s) you made after the Deposit.

(e) If you want to change the start or end date of your participation in the Program after being placed with a family and Joinki need to provide another family, a change fee of Euro100 may be charged. If such a request is made after the Deadline, we reserve the right to refuse the change request or to apply an additional charge which shall be determined at our sole discretion.

(f) If, Joinki has to cancel your participation in the Program for whatever reason not attributable to you, prior to your arrival in Italy, a full refund of the Program Fee (for the avoidance of doubt this includes the Deposit) will be given to you. No compensation can be given for any other costs incurred in relation to the Program.

(g) In the event that you are refused an appropriate visa a full refund of the Program Fee and the Deposit will be paid if you followed all the steps and forms necessary to get it correctly. In the case you are late in completing the necessary visa requirements no refund will be offered.

(h) We do not withhold any processing fee or service charge from refunds. However, the refund amount you receive may be less than you expected, due to fees or charges imposed by your bank or by other

intermediary financial institutions. We have no control over this and cannot cover or reimburse these fees.

(i) All refunds and reimbursements will be processed within 21 days after their approval and will be paid via bank transfer.

5. WEBSITE AND PROMOTIONAL MATERIAL

(a) The content of this website is provided for information purposes only. Every effort is made to ensure the site is up to date and accurate, no legal liability or other responsibility is accepted for any errors, omissions, or statements on this site, or any site to which these pages connect.

(b) We reserve the right to take your photograph, or video footage of you, for use in our promotional material. We do not make any payments to individuals in respect of such use. We may (but are not obliged to) reproduce the photographs (or part of them) in our promotional material including, without limitation, posters, advertisements, printed publications, on our website and social media website pages. Copyright in the photographs will belong to Joinki. We will not use the images taken without your consent and we will not use your image, or any other information you provide, for any other purpose. By agreeing to these terms and conditions, you consent for your photographic data to be used for our promotional purposes.

6. LIABILITY FOR LOSSES AND PROGRAM CHANGES

(a) We cannot accept any responsibility or liability for loss of or damage to your passport or any other personal property at any part of the visa process.

(b) We cannot accept any responsibility or liability for Program changes or Program cancellations under any of the following circumstances; war or threat of war; terrorism or threat of terrorism; fire; sickness; environmental or climate concerns; acts of government or local authority; or, any other event or circumstance which amounts to a “force majeure” and in such cases no refund or compensation for any loss will be given to you unless otherwise decided at our sole discretion.

7. FLIGHTS AND TRAVEL COSTS

(a) International flights and travel costs are not included in the cost of our Programs. It is your sole responsibility to arrange flights and insurance and to select providers based on your own decisions and experiences. We will also not be responsible for any costs or refunds due to changes or delays in flights or any transport means.

8. EXPERIENCING DIFFICULTIES

(a) If you should deem the family which has been provided to you to be unsuitable, Joinki must be notified within 48 hours of the start of your first day in order for remedies to be made or, if necessary, alternative accommodation arranged.

(b) Joinki wants you to enjoy the best program in Italy. Should you experience any problems while participating in our Program, you must immediately inform us in writing (by email /whatsapp or other means), with a clear explanation of the problem. In such an event, we will discuss the problem with you and will discuss ways in which the problem can be solved. We are not responsible for any conversations or anything that is said unless it is recorded in the written form either by email or by letter.

(c) You agree to discuss any problems in the family with our staff. If the family wishes to terminate the program prior to the end of the stated time for any reason as a result of your inadequate or unhelpful participation in the family life, you understand that no refund of fees will be given in this situation but Joinki has to provide an alternative family or accommodation.

(c) If you unreasonably wish to terminate your placement prior to the end of the time stated in the contract for any reason you must provide us with written notice, clearly stating the reasons for such a decision. You agree that no refund of the Program Fee or any other fees will be made in this situation, that no other family will be offered and that you will be required to leave the provided family within two days of being informed by us.

10. RESPONSABILITY

(a) Joinki and members of staff cannot be held responsible for any case of injury, accident, claim, theft, damage, sickness, cancellation or loss, in relation to our/their services.

(b) You are responsible for your own safety during the trip and neither we, nor the assigned internship provider, take responsibility nor can be held liable for any accident, sickness, loss, damage, expense or hazard encountered throughout the Program.

(c) You will be held responsible and liable for any damages to the assigned family during your placement

11. COMPLYING WITH RULES, LOCAL LAWS AND ACTING RESPONSIBLY

(a) If you do not comply with the rules of our Program, or the laws of the destination to which you go, then we may release you from the Program. In these cases, no refund will be given and you will be required to leave the provided family within two days of being informed by us.

(b) You will take full responsibility for your conduct at all times during the Program. You will not act irresponsibly nor will you break the law of Italy. You will not put yourself or others in dangerous situations. If you do any of the above you will be responsible for the consequences.

(c) We reserve the right to expel, at our sole discretion, any Participant from the Program for reasons including but not limited to: breaking the law; bullying or harassment of other Participants; anti-social or unreasonable behavior or unfit conduct towards other group members.

(d) Hard alcohol consumption is not permitted while the participants are with their host families. Alcohol consumption is only allowed for people taking part in the program outside the family, outside school or outside any place where an internship is taking place. Joinki asks that participants do not consume excess alcohol such that it might cause health or security problems. Maintaining the image of Joinki is critical to its mission. Inebriation, drunkenness, and drug consumption of any kind is strictly forbidden during the program and will bring an end to the contract between the language tutor and Joinki.

Whether a Participant has acted in any of the ways set out above will be determined by us in our sole discretion. In such instances, we retain the right to immediately remove the Participant from his or her accommodation and cancel their participation in the Program, with no refund issued.

12. THIRD PARTY BEHAVIOR OR ACTIONS

(a) We take no responsibility and are not liable for any third party behavior or actions including but not limited to that of the family. We take no responsibility and are not liable for any accidents that take place in the family. It is your responsibility to ensure you purchase personal liability insurance prior your arrival in Italy.

13. INSURANCE

(a) You are responsible for ensuring that you have purchased full, comprehensive insurance prior to departure, which will cover you for the duration of your participation in the Program, and which includes but is not limited to travel, health, medical and accident insurance.

(b) Even if you have insurance coverage through another party, such as your university or your visa sponsor, you are responsible for ensuring that the coverage is sufficient. If you have any doubts or questions about your insurance, please contact us.

(c) You must bring all relevant insurance documents with you to the country in which you are placed.

14. NOTIFICATIONS TO JOINKI

(a) The Participant is responsible for informing Joinki of any medical conditions (physical or psychological), mental illness or criminal record, or religious restrictions which may influence the Participant's ability to complete the Program (work in their internship or attend any events or activities), prior to paying a Deposit. For medical conditions and religious restrictions which have been disclosed, it is Joinki responsibility to inform the Participant whether they can continue with the Program prior to arrival – if this is not possible then a full refund of the Deposit will be given. If the family wishes to terminate your placement prior to the end of the stated time for reasons related to your medical conditions or religious restrictions, you understand that no refund of fees will be given in this situation and we are under no obligation to provide another family

(d) or placement. In such a case, you will be required to leave the family within two days of being informed by us.

15. MAXIMUM LIABILITY

Our maximum liability is limited to the Program Fee.

16. TAKE SOMEONE IN JOINKI

(a) If you invite a friend to Joinki, you will receive a discount or rebate of €50,00 on your program fee, subject to the further terms given below.

(b) You may take your friend to any starting date year-round. Your friend's Program does not need to be in the same city, or at the same time, as your own.

(c) Your friend must mention your name during the admissions process or the follow up with us. After the admissions process has been completed, and someone is already confirmed as a participant, the Program Director will decide if you're still eligible for the discount or rebate.

(d) Your discount or rebate will be granted only when your friend confirms a place in their Program by paying at least 50% of their Program fee and the discount does not reduce the Initial Deposit due to Joinki .

(g) You can refer a friend anytime, even after you have finished your Program. If you have already paid your entire program fee when you become eligible for this discount, then we will pay the amount to you as a rebate, via bank transfer.

(h) There is no limit to the number of discounts or rebates you may earn. For every referral which satisfies the above terms, you will receive €50,00.

17. DISPUTES AND CLAIMS

(a) The Agreement and any dispute arising out of this agreement shall be governed by and in accordance with the Italian law.

(b) Exclusive jurisdiction over any dispute arising will be given to the court of Trento.