



# TERMS AND CONDITIONS

## PAID PROGRAM, CHINA HORIZONS LTD. CO.

PLEASE FAMILIARIZE YOURSELF WITH ALL OF THE TERMS AND CONDITIONS BEFORE SIGNING. THEY ARE AN IMPORTANT PART OF YOUR AGREEMENT WITH CHINA HORIZONS.

1. The China Horizons applicant certifies that all the information provided in the application process is accurate to the best of their knowledge and acknowledges that any false or misleading information may lead to instant dismissal from the program.
2. Each participant must be aware that international travel is inherently risky. By becoming an English teacher abroad, you acknowledge and accept these risks and those associated with living and working in developing countries. China Horizons is not liable (to the maximum extent of the law) for any loss or harm you may suffer. This includes, but is not limited to: transportation delay; bodily injury or death; loss of or damage to baggage; financial loss. China Horizons is not liable for any act of crime committed against a participant while living in China and cannot be responsible for any results of such an act.
3. While the participant has the option of forgoing placement in an assigned school in hopes of finding a different host school, China Horizons will not be required to refund any portion of the application fee in the event that a different school cannot be found. Teaching in China requires enormous flexibility and the participant should be prepared to accept the placement offered by China Horizons and its Chinese partners. While every effort will be made to fulfill placement requests, China Horizons cannot guarantee that all requests will be met.
4. In the event that China Horizons refuses an applicant's acceptance to the program, the application fee will be fully refunded. In the event that the participant withdraws his/her application, the application fee will not be refunded. China Horizons reserves the right to refuse any applicant who does not meet the program eligibility requirements or any applicant that China Horizons does not deem appropriate to accept in the general interests of the program.
5. Canceling a contract in China is extremely detrimental to the host institution. In the event that a participant does not complete the full term of their contract with the host institution for any reason, China Horizons is not obligated to refund any part of the participant's fees. The participant is also aware that any contract termination may result in penalties, which are the sole responsibility of the participant.
6. **In addition to the loss of application fees, participants who withdraw from the program after being accepted, but before departure to China, are liable to pay cancellation charges up to a maximum of \$1000. Participants who withdraw from the program after arrival in China, are liable to pay cancellation charges up to a maximum of \$1500. For further details of our cancellation policy, please contact China Horizons.**
7. China Horizons makes no presentation or warranty of any kind, expressed or implied, as to the suitability of the program for any participant and China Horizons disclaims all such warranties to the full extent permitted by law.
8. Most host institutions are in central areas with easy access to city center; however certain host institutions may be in isolated locations and may have limited facilities and transportation links. The participant agrees to accept his or her living conditions and to respect the host institution's guidelines and policies, including those with regard to conduct, delinquency, salary and terms of employment.
9. The participant agrees to pay all fees in full before departure, or risk program dismissal and the lose of all application fees paid up to that point.
10. China Horizons is not responsible or liable for cancellations of flights, hotels reservations, changes in visa requirements, or any international travel restrictions imposed by any government, which prevent entry into China. All travel arrangements, including flight bookings, are subject to the terms, conditions and cancellation policies of the travel or tour organizer or airline.
11. The host institution is responsible for all airfare reimbursements to the participant. Though China Horizons endeavors to ensure that these reimbursements are made, China Horizons does not have the power to enforce any such action. Host institutions are not bound to cover roundtrip flight costs to those participants who agree on an initial five-month contract and extend for a further semester at the same institution. Participants who agree to work a 10-month contract and change host institutions during that time forfeit any covering of the cost of the return portion of their flight.
12. China Horizons reserves the right to dismiss from the program any participant who is deemed, by China Horizons, the host institution, or Chinese authorities, to be a danger to themselves or others or whose conduct is deemed to be detrimental to the program or their host institution. In the event of such dismissal, China Horizons shall not be

Initials \_\_\_\_\_ Date \_\_\_\_\_



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- held responsible for any airfare charges, or any other expenses incurred by the participant in returning home, and shall not be required to return any fees paid by the participants.
13. China Horizons cannot refund fees should a participant decide, after arrival in China, that he or she is unsuitable for the teaching position. In such an event China Horizons will assist in arranging departure from the host institution, though the participant is responsible for all required expenses to return home.
  14. All conditions of employment and the availability of all positions are subject to change without notice.
  15. The participant shall be responsible for and held liable for all of his or her acts along with any loss or damage that results from those acts while he or she is abroad. In the event that China Horizons, its affiliates and overseas cooperators, the host institution, and or any respective employees, agents and representatives of any of these entities suffer any loss or damages as a result of the acts of the participant, then the participant agrees to indemnify the party that suffered such loss or damages. Such claim for indemnification shall cover any and all reasonable claims, causes of action, judgments, losses, costs or expenses which may be made against any of the parties listed or which said parties may suffer or incur as a result of or relating to any acts of the participant.
  16. The participant is responsible for considering his or her personal health and safety needs when applying for or accepting a teaching position. If the participant suffers from any health or other condition that would create a risk for them while abroad, he or she should not apply. The participant acknowledges that he/she is responsible for obtaining international health insurance should he/she desire such coverage. **China Horizons does not offer travel/health insurance.**
  17. China Horizons requires every teacher to provide detailed contact information of a friend or family member that can be contacted in case of an emergency.
  18. While China Horizons and the host institution are always willing to answer questions and provide information, the participant is responsible for reading and carefully considering all materials made available through but not limited to ([www.chinahorizons.org](http://www.chinahorizons.org)) that relate to safety, health, legal, environmental, political, cultural and religious customs and conditions in their host community; and must be aware of local conditions that may present health or safety risks when making daily choices and decisions. Each participant must take full responsibility in the event that laws, regulations, or customs are broken, regardless of foreknowledge.
  19. It should be understood by the participant that the working and living conditions in China are likely to be very different to those in the participant's home country, and in some instances may be quite basic. Much of the information concerning the position, the host institution, and China is provided to China Horizons by the host institution or others. While China Horizons believes this information to be generally correct, China Horizons cannot guarantee its accuracy or timeliness and thus makes no representations or warranties about these statements or the actual conditions.
  20. Although China Horizons operates this placement service, other terms and conditions applicable to the participant will be contained in a separate contract between the participant and the host institution. China Horizons will endeavor to monitor compliance with the contract by the host institution; however, China Horizons has no power or authority to enforce compliance by the host institution, and shall not be responsible for any failure by the host institution to comply with such contracts.
  21. All travel before, during and after the contracted position is at the participant's own risk. Any participant who chooses to operate motorized vehicles is responsible for obtaining the necessary license, permission and insurance and does so at his or her own risk.
  22. While China Horizons will always endeavor to fulfill its responsibilities, China Horizons cannot accept liability or responsibility for any alterations, delay or cancellation caused by threat of war, fire, sickness, bad weather, acts of government or public authority or other circumstances amounting to a "force majeure".
  23. The participant agrees to not engage in any business of placing teachers in China or any other practice that would be in competition with China Horizons, for the space of 6 years from the signing of these terms and conditions.
  24. In regards to health; by signing this form the participant attests that he/she is medically fit to participate in teaching overseas and recommended to do so by a certified physician.

**I understand, agree with and accept all the Terms and Conditions listed above pertaining to the placement services provided by China Horizons Ltd. Co.**

Signature \_\_\_\_\_ Date \_\_\_\_\_