

TERMS AND CONDITIONS SPECIFIC TO WORK PLACEMENT

Once Tellus has accepted your registration, together with the General Terms and Conditions, the specific terms and conditions for Work Placement will apply.

1. These terms and conditions are part of a formal programme of documentation which every Participant must comply with. This document forms an integral part of the contract between Participants and Tellus.
2. Participants have the responsibility of ensuring that they:
 - a) are fit to travel
 - b) undertake any duties their work placement may involve
 - c) take out insurance to cover any eventuality occurring during their stay in the hosting country.
3. Unless arranged by Tellus all travel undertaken by participants before, during and after the programme is at their own risk. If they wish to drive or ride any motorised vehicles, it is the participants' responsibility to have the license, permission and insurance required for such purposes.
4. We advise participants not to make any travel arrangements until the contract has been signed by both parties.
5. You need to register online and provide Tellus with all necessary information/documentation no later than 12 weeks before the date of arrival otherwise we cannot guarantee your work placements will start upon your arrival. Complete online registration form and upload the following documentation:
 - 5.1. **Required**
 - European format CV
 - Letter of introduction
 - A copy of national Identity card or passport
 - Passport type photograph
 - Where required**
 - CRB – criminal record check (Letter of Good Conduct) – as required (please consult)
 - A care plan, where applicable
6. **LANGUAGE REQUIREMENTS**
 - 6.1. The participants are required to have a B1 (pre-intermediate) level of English and above. If their level of English is below B1 we will not be able to guarantee the requested work placement.
7. **WORK PLACEMENT SELECTION**
 - 7.1. Participants are required to choose three different placement sectors. Failure to do so may result in Tellus selecting placement sectors they deem suitable.
 - 7.2. Where language or experience prohibits the participant from gaining their selected sector choices Tellus reserves the right, with the participant's agreement, to make their own judgement as to the placement.
8. **OBLIGATIONS OF THE PARTICIPANT**

The participants should:

 - 8.1. respect the discipline imposed by the host organisation, its working hours, the rules in force and any legal provisions on professional confidentiality;

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- 8.2. be aware of the fact that, in the event of non-compliance with the above requirements, the person responsible in the host organisation reserves the right to terminate the work placement after having informed all the contracting parties.
- 8.3. be aware of the fact that, where such a termination occurs, Tellus is under no obligation to find another placement
- 8.4. deliberate misuse of the host organisation's property will result in paying for damages and could result in prosecution;
- 8.5. stealing from the host organisation will result in prosecution as it is a criminal offence under English law.

9. SCHEDULE OF PAYMENT

- 9.1. For programmes of a duration of six weeks or less, 100% four weeks before the participants arrive.
- 9.2. For programmes more than seven weeks and less than 13 weeks 70% four weeks before the participants arrive in the UK and 30% two weeks before the participants leave the UK.
- 9.3. Please note that, in accordance with our standard payment terms, to which you have agreed, we will invoice you for 100% of the fees due.
- 9.4. You agree to pay Tellus the amount invoiced on or before the due date.
- 9.5. If in the event the invoice is not paid by the due date, a compensation element and interest as in accordance with Late Payment of Commercial Debts (Interest) Act 1998 (European Directive 2000/35/EC) will be due.

10. CANCELLATIONS AND REFUNDS

In the event that you have to cancel your Programme, we will charge you the following:

- 10.1. Seven weeks before arrival - 25% of all fees and charges or €150, whichever is the greater.
- 10.2. Five or six weeks before arrival - 50% of all fees and charges.
- 10.3. Three or four weeks before arrival - 75% of all fees and charges.
- 10.4. Within two weeks of arrival - 100% of all fees and charges.

11. POSTPONEMENTS

- 11.1. In the event that you have to postpone your Programme, we will charge you €100 administration fee per individual per week of postponement.

12. ELIGIBILITY

- 12.1. Due to visa and work permit requirements, those participating in full-time Work Placements must be citizens of a member state of the European Union. Therefore, participants from outside of the European Union need to apply for a Tier5 application in order to get an appropriate visa for the Leonardo da Vinci programme. For more information please contact Tellus.

13. AGE REQUIREMENTS

- 13.1. Participants participating in Work Placement must be aged 18 or over.
- 13.2. Participants participating in Work Trial Programmes (with or without ELT) must be aged 14 to 17, with the exception of participants from Austria.

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14. BOOKINGS AND REGISTRATION INFORMATION

- 14.1. Work Placement is organised in accordance with the information provided on the registration form (and other supporting documentation), completed and submitted by the Participant.
- 14.2. Where a Work Placement is not appropriate to the needs of the Participant because of an error on the part of Tellus, an alternative programme will be organised at no additional cost.
- 14.3. Where a programme is not appropriate to the needs of the Participant because the information provided by the Participant to Tellus had been misleading or otherwise inaccurate, Tellus will attempt to organise an alternative programme, although no guarantee can be given that such an alternative will be found. If an additional programme is found, Tellus reserves the right to charge an extra fee of €350 for the work involved in the organisation and management of such a service.
- 14.4. Where a Participant is dismissed by their work place provider, depending on the circumstances, Tellus reserves the right not to find an alternative placement.
- 14.5. Unless otherwise agreed between the Participant and Tellus, for Participants on Work Placements, the minimum of 'Intermediate' level (B1/B2) of English is required. To confirm this, a language test will be conducted on the participant's arrival at Tellus. If participants are not up to this standard, we reserve the right to withdraw them from a work placement. If, we decide to find, but not guarantee, an alternative placement, Tellus reserves the right to charge an extra fee of €350 for organising and managing it.
- 14.6. If the Participant's level of English is not appropriate, they may be required to attend an English Language Training Programme at an additional cost.

15. PAY AND REMUNERATION FOR TELLUS PROGRAMMES

- 15.1. Work Placement Programmes are not paid positions.

16. HOURS OF WORK

- 16.1. The number of hours of work per week for participants in Work Placements will be determined by the provider but should not exceed 37.5 hours per week. As a guideline, every participant has to work approximately 8 hours per day, five days a week. Work may include weekends, early mornings or late evenings. If you require part-time work placements, you must tell us this in advance.

17. WORK PLACEMENT PROGRAMMES AND ACCOMMODATION

- 17.1. If a participant does not take accommodation as part of a Work Placement Programme, an administration fee is to be paid

18. CONDITIONS OF WORK PLACEMENT

- 18.1. Whilst we do our best to secure the best work placement for them, we cannot always guarantee any particular type of job, company or town.
- 18.2. The administration fee covers the cost of the participant's first Work Placement only. Any changes will be dealt with on an individual basis and may be charged for as an additional Administration Fee of €350.
- 18.3. The employer determines the conditions of employment, by which the participants are required to abide.

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- 18.4. Participants are responsible for notifying their employer AND Tellus of any absence from their work place.
- 18.5. Being absent without a good reason for longer than two days will result in their exclusion from the programme. If the absence is due to illness lasting longer than three days, they have to see a doctor and get a doctor's certificate. If for any reason, participants have to leave early the organization they have been placed in, they are obliged to inform Tellus without delay. In such cases, the fees paid will not be refunded.
- 18.6. No Certificate will be provided for any exclusion from the Work Placement Programme.
- 18.7. No refund is given if they are excluded from a programme, nor is alternative Work Placement offered.

19. WORK PLACEMENT ALLOCATION

- 19.1. All Participant Work Placements are allocated by Tellus Work Placement Officers and their decision is final.
- 19.2. They allocate Work Placements on the basis of the information the Participants have provided when filling in their Registration Forms and we will give this information to prospective employers.
- 19.3. If there has been any misrepresentation of facts in their statement in the application, it is quite likely that they will be refused the position arranged by Tellus.
- 19.4. Some Work Placements are subject to an induction interview with the prospective employer, and Tellus cannot be held responsible for the participant not being offered the job due to their poor performance in an interview.
- 19.5. During their Work Placement, participants have a contract with the respective organisation and are subject to the regulations of a normal employee/employer relationship although it is unpaid work experience. Owing to operational reasons, work placement providers may occasionally ask them to do other reasonable duties than those specified on the original training agreement.
- 19.6. Tellus will not accept responsibility or issue any financial recompense for any losses or damages to property. Neither will we accept any responsibility for danger caused to other people.
- 19.7. The participant must show respect to the rules and regulations of the organisation they have been placed in and conduct themselves professionally at all times. If their timekeeping is not good or they are consistently absent, it will result in them being excluded without a refund of any fees paid.
- 19.8. All participants are asked to remember that, while at their work placement, they will be acting as ambassadors for their country, and that placements for future participants will depend on their behaviour!
- 19.9. Due to any language or cultural difficulties, the participant should not expect to be given the same or similar responsibilities that they may have had at their workplaces in their home country. Therefore, participants must complete the first week in the Work Placement before making any judgement because the supervisor will be constantly assessing capabilities for that week.
- 19.10. Participants must not approach our Work Placement providers for alternative employment, whether directly or indirectly, through a third party.
- 19.11. At the Welcome Meeting, participants will be given a welcome pack and directions to their place of work and may be asked to let Tellus staff make a photocopy of their passport and/or identity card for their records.

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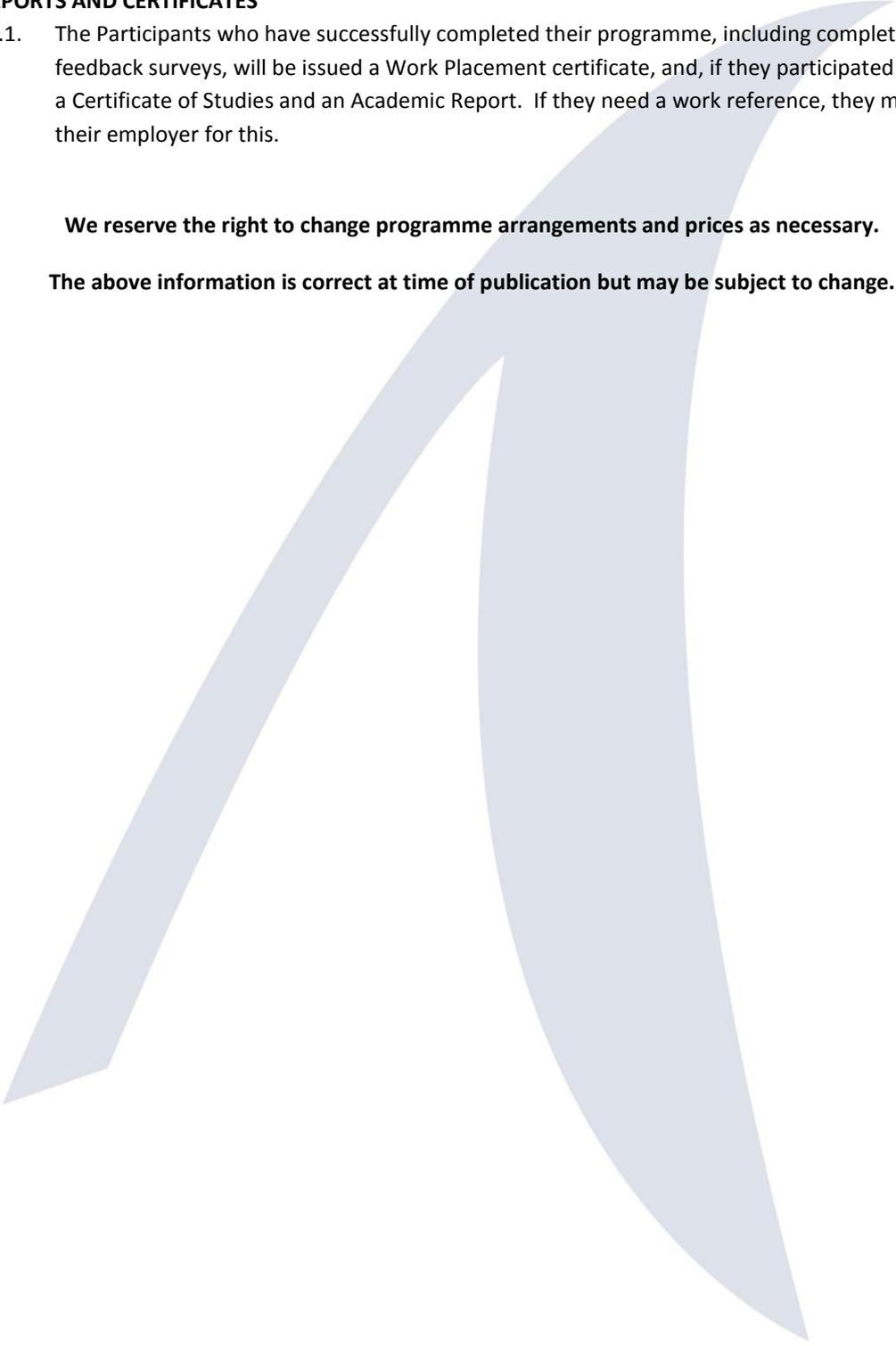
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20. REPORTS AND CERTIFICATES

- 20.1. The Participants who have successfully completed their programme, including completing their feedback surveys, will be issued a Work Placement certificate, and, if they participated in ELT, also a Certificate of Studies and an Academic Report. If they need a work reference, they must ask their employer for this.

We reserve the right to change programme arrangements and prices as necessary.

The above information is correct at time of publication but may be subject to change.



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