



# Terms & Conditions

To be completed by the student and parents

## 1. Student qualifications

The student must be between 15 and 17 years old when the program commences (exceptions may be made for 14 and 18 year-olds). The applicant must be a serious student of at least average ability, have a very strong desire to participate in the program, be socially adaptable, emotionally stable and have no major disabilities that will prevent normal participation in school, home and travel activities.

## 2. Acceptance into program

Consideration of the student's application will only be made after receipt of the first payment. The student will be accepted into the program only after Southern Cross Cultural Exchange has determined that the student meets all suitability and eligibility requirements. Participation is also dependent on availability of places in the selected program and approval by the overseas host organisation.

## 3. Included in the program

Personal interview; pre-departure orientation (student's participation in pre-departure orientation [PDO] and arrival orientation is mandatory); round-trip economy class airtransport from your nearest state capital city (if from Australia) or Auckland, Wellington or Christchurch (if from New Zealand) to the host community; accommodation where necessary for connecting schedules to the final destination overseas; meeting and greeting at the final destination; host family placement providing bed and board, placement in a local school, supervision throughout the program by Southern Cross Cultural Exchange's overseas host organisation; 24/7 emergency phone service; medical/accident, travel, baggage, cancellation and public liability insurance; visa processing assistance where needed.

Full medical insurance is provided for all COVID pandemic related medical costs whilst on the program but any other COVID specific related expenses including but not limited to early return or quarantine fees are not covered by our insurance policy.

## 4. Not included in the program

Round trip transportation to your departure city; passport and visa fees, flight chaperone (unless specified on travel assisted programs); all items of a personal nature; expenses for extra-curricular school or elective activities; sports programs; entertainment; meals away from host home including school canteen costs; transportation to and from school; any subject, textbook or uniform fees at school overseas; additional excursions; camps; specific placement requests; any fuel charge where applicable. Convalidation of grades or approval of school year is the student's responsibility. The student understands and agrees that participation in the program does not guarantee any credit, graduation, or diploma from an overseas secondary school. A flight surcharge may be applied to all applications. We reserve the right to increase the flight surcharge if, at the time of making flight bookings, airlines are charging a higher amount for flight prices. If there is no increase made to flight prices then we will not charge a flight surcharge. COVID specific related expenses including but not limited to early return or quarantine fees are not covered by our insurance policy.

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## 5. Program duration

Program durations vary according to country and school schedules. A 'semester' program can be from 4.5 – 6 months. A 'year' program can be from 9 – 12 months. 'Short' programs are from 6 – 12 weeks.

## 6. Rules of the program

While on the program, students must abide by these program rules. A student who does not comply with the program rules may have his or her participation in the program terminated and the student may be returned to their home country at natural parent/guardian's expense.

1. While in the host country, students must obey all the laws of the host government, including laws covering immigration, sexual relations, all State and Local government laws, as well as the rules set by the host school, the host family, the overseas host organisation and Southern Cross Cultural Exchange.
2. School attendance is compulsory. Students must attend school and follow school policies with regard to absence, homework and exams. Students must demonstrate a determined effort at school and maintain "C" average or higher in all courses at the host school.
3. Students must not travel independently and must comply with all Southern Cross Cultural Exchange and overseas host organisation release conditions and procedures.
4. Students must not drive or purchase any motorised vehicle (eg, car, van, ute, truck, motorcycle, moped, scooter, tractor, quad bike) which requires a licence except when supervised by legally qualified instructors as part of the student's school experience. USA: driving is permitted with an instructor of an official driver's education course, and only during class hours; Australia: driving 'quads' can be allowed if provided by the host family and additional insurance is arranged and must only be driven on private premises, not on public roads.
5. Students must not smoke or use any prohibited substance during the program period. Students who indicate that they do not smoke on their application may not smoke during the program period. Be aware that in some countries or states it is forbidden by law for students under a certain age to smoke or possess tobacco. Possession, purchase or use of non-medically prescribed drugs is prohibited. Consumption of alcohol is prohibited. Exceptions regarding alcohol may be allowed ONLY in countries where local law allows it and ONLY when offered, and consumed, by and together with the host parents in the host home and never to excess.
6. Students must demonstrate a genuine commitment to assimilate with their host community and host family by following host family rules, participating in host family everyday life and by integrating into the host family community. Students must act respectfully and always keep their host family aware of their whereabouts. The use of phone and/or other social media to contact home should be limited to help to avoid homesickness.
7. Students may not participate in hazardous activities without prior written approval by natural parents/guardians, host family and Southern Cross Cultural Exchange on the Hazardous Activities Release Form. Approval is required regardless of whether or not the hazardous activity is covered by insurance.

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8. The following actions/behaviour are not permitted:

- Hitch-hiking,
- Shooting, possessing, or handling firearms or other weapons
- Sexting, that is, the sending or sharing of sexually explicit digital images, videos, text messages or emails.
- Becoming pregnant or causing somebody else's pregnancy.
- Life-changing decisions: marriage; changing sex or gender identity; changing religion; changing nationality; tattoos; piercings.
- Students are not allowed to take official employment outside their host homes in the host country except in Australia and New Zealand

9. Students may not publish or share any images or content on any social media platform including another person unless with the express permission of that person/s. Any student breaking the above rules will be returned to their home country immediately at the natural parent's expense. Be aware that local laws (in the host country) may differ to laws in the home country and that violations of the above rules may have serious consequences and/or may result in the cancellation of a student's participation in the program.

Rules are made to ensure the students' safety and successful completion of the program. Southern Cross Cultural Exchange takes responsibility to help the student to successfully complete their program, and therefore has processes for handling situations where students break the rules. The process may involve "round table discussions", "positive action plan" and a "final warning". It will usually involve the student, host family, local coordinator and overseas host organisation program staff. For appropriate rule breaches, it may highlight when a student is not following the rules, what remedial actions are required, as well as potential consequences if not remedied. Extremely serious rule breaches will of course not involve such a process, but will cause the student to be immediately returned to their home country. Natural parents/guardians are advised not to contact the overseas host organisation unless approved by the sending organisation. To ensure proper management and control of a student's program, all contact from the natural parent's should be with Southern Cross Cultural Exchange.

These rules must be read in conjunction with the Terms & Conditions of participation, Medical and General Authority, Travel Authority, Insurance Policy and student and parent handbooks. As indicated above, Southern Cross Cultural Exchange and the overseas host organisations reserve the right to terminate the participation in the program of any student whose conduct is considered by them to be seriously in breach of program rules or detrimental to or incompatible with the program or where global, national or regional emergency circumstances, national, state or territory government directives, the student's physical or mental health circumstances, and/or the student breaches the rules of the program as highlighted above and in that event they may return that student home at the natural parent/guardian's expense.

## 7. Expenses during the program

Students must have at least AU\$500/NZ\$650 available to them upon arrival in the destination country plus a minimum of AU\$350/NZ\$450 per month to cover costs not included in the program.

## 8. Passport and visa

The student must have a current passport with a minimum validity of six months after the anticipated return date, and the relevant visa for the country of destination, if required.

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## 9. Host family

Host family selection is solely at the discretion of the overseas host organisation of Southern Cross Cultural Exchange. Host families are generally non-paid volunteers. Placement of students with families is generally based upon material contained in the application. Southern Cross Cultural Exchange cannot guarantee placements in any specific area (unless a program with Location Options has been chosen), or with host families of specific criteria. Should a host family change be necessary because of the behaviour of the student, Southern Cross Cultural Exchange will make all reasonable endeavours to facilitate a replacement family. However, an administration charge may be levied and all transportation costs associated with the move will be the financial responsibility of the natural parent/guardian. Students must accept placement with a host family of any race, creed or colour. The student must live as a member of the host family, respect the rules and customs of the host family. Students can be placed in more than one host family during the duration of the program.

## 10. Inoculations

Each country has its own requirements for inoculations. Students should consult with their family physician, local health authority or Southern Cross Cultural Exchange for the latest requirements in the host country. The results of a recent medical examination and immunisation history are part of the application and may be required for the student's safety, visa application and school enrolment. However, all outbound students must be fully vaccinated against COVID19.

## 11. Insurance

Students are provided with personal accident and medical coverage, as well as travel, baggage, cancellation and public liability insurance while participating in the program. Full medical insurance is provided for all COVID pandemic related medical costs whilst on the program but any other COVID specific related expenses including but not limited to early return or quarantine fees are not covered by our insurance policy. Natural parents/guardians should review the policy to ensure the cover is adequate for the student. Some exclusions for special or pre-existing conditions apply. Natural parents/guardians shall promptly pay all medical expenses incurred in respect of the student during the program. Insurance claims made in respect of medical expenses may only be made after natural parents/guardians have made such payment. Natural parents/guardians agree to promptly reimburse Southern Cross Cultural Exchange, its overseas affiliates and any host family for any medical expenses incurred by them in respect of the student (although Southern Cross Cultural Exchange, its overseas affiliates and any host family shall have no obligation to make any such expenditure).

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## 12. Program cancellation

Cancellations will only be accepted in writing and will be effective at the date received by Southern Cross Cultural Exchange Ltd. Provided all fees due up to the date of the cancellation have been paid, refunds will be made in accordance with the following schedule:

1. If a student is not accepted by the overseas partner – Full refund
2. If Southern Cross Cultural Exchange cancels a program at any time prior to departure – Full refund
3. If a student withdraws from the program, after contract is signed:

- 75 days or more to scheduled departure - Full refund less \$2000
- 74 days to 14 days prior to scheduled departure – 50% of program fee
- Less than 14 days prior to scheduled departure – No refund
- Failure of student to depart on flight – No refund
- Student voluntarily leaves or is dismissed from program – No refund

4. If a student has to return home after commencement of the program because of serious illness of the student or serious illness or death of a member of the immediate family, \$200 refund will be paid for each complete remaining month of the program.

Nothing in these terms and conditions is intended to have the effect of contracting out of the provisions of the New Zealand Consumer Guarantees Act 1993 (if applicable).

## 13. Price guarantee

Southern Cross Cultural Exchange reserves the right to increase program prices at any time. However, applicants are protected from price increase once the completed application form and initial payment have been received by Southern Cross Cultural Exchange. A flight surcharge may be applied to all applications. We reserve the right to increase the flight surcharge if, at the time of making flight bookings, airlines are charging a higher amount for flight prices. If there is no increase made to flight prices then we will not charge a flight surcharge.

## 14. Discounts and Rebates

Discounts cannot be used in conjunction with one another. Only one discount can be applied to the program fee unless the applicant chooses to host and is eligible for a hosting rebate.

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## 15. Responsibility

Southern Cross Cultural Exchange, its overseas host organisations, partners, employees or coordinators act only as customers to the various companies, owners, or providers of other services. All tickets, coupons, and orders are issued subject to any and all terms under which such services are offered or provided. The passage contract in use by the airline concerned, when issued, shall constitute the sole contract between the airline and the purchaser of these programs. The issuance and acceptance of such tickets, coupons and orders shall be deemed to be consent to the additional condition that to the maximum extent permitted by applicable law, Southern Cross Cultural Exchange, its overseas host organisations, partners, employees or coordinators shall not in any way be liable for injury, damage, loss or delay howsoever caused which derives from acts or omissions of airlines, shipping companies, and transportation providers in general, hotels, restaurants or any other service providers. Nothing in these terms and conditions is intended to have the effect of contracting out of the provisions of the New Zealand Consumer Guarantee Act 1993 (if applicable).

## 16. Alterations to the program

Southern Cross Cultural Exchange reserves the right to make such alterations or modifications to the program as may be deemed desirable by Southern Cross Cultural Exchange for the proper execution of the program. Southern Cross Cultural Exchange reserves the right to cancel any program and to decline to accept or retain any student at any time. A flight surcharge may be applied to all applications.

## 17. Law of the contract

This Contract is governed in all respects by the law of the State of New South Wales and any legal action arising under the Contract shall be litigated only in the appropriate Court having jurisdiction in that State. Notwithstanding the governing law of the Contract, Southern Cross Cultural Exchange Ltd complies with the applicable New Zealand laws and regulations, including the Privacy Act 1993, Consumer Guarantees Act 1993, Unsolicited Electronic Messages Act 2007 and the Fair Trading Act 1986.

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## 18. Travel authority

We, the parents or legal guardians of the student, hereby authorise Southern Cross Cultural Exchange, its overseas representatives and the host family with whom our child may live, to make all decisions on our behalf concerning travel arrangements for our child for the duration of our child's participation in the Southern Cross Cultural Exchange program.

This authorisation is given for all occasions when our child is travelling and supervised by a person approved by a host parent, a representative of the overseas host organisation or by a representative of the school our child will be attending. We understand that our child may not travel unsupervised other than for local arrangements generally approved by one of the host parents. That is, independent day travel [except travel to and from school] without consent of the host family is not allowed, and never allowed outside the host country. Independent overnight travel can be allowed, to visit a relative or friend of the student, who is over the age of 25 and is approved by the natural parents and authorised through a release form. Travel is allowed together with: host family; school representative; tour operator approved by receiving organisation; sports club or other youth organisation with adult supervision. Before exiting the host country with the host family, the student must always check their visa regulations/conditions to ensure that the student will be allowed to re-enter.

Returning temporarily to the home country is discouraged, but can be allowed if applied for well in advance before the trip, with release form signed by natural parents. Such trips cannot involve absence from school. (Exceptions apply for emergencies, e.g. death of a family member, or medical emergency that has to be treated in home country). Fees may apply.

Southern Cross Cultural Exchange is required to book flights for students to arrive and depart at set times, as stipulated by the overseas partner. A further fee of \$300 is required to make any additional changes to the flights for a requested earlier departure or for personal travel at the end of the program. This will be in addition to the airline cost to make any change to the flights.

Parents and guardians are discouraged from visiting exchange students. If parents do visit, the visit should occur towards the end of the program or during major holidays (for a maximum of 7 days) and be approved in advance by both the sending and host organisations. The student is under no circumstances allowed to be absent from school. Host family is not obligated to provide accommodation to the natural parents/guardians. For programs shorter than 3 months, natural parent/guardian visits are not allowed during the program.

Natural parents/guardians agree to pay for any additional travel expenses incurred by Southern Cross Cultural Exchange as a result of an early return. The natural parents/guardian and the student have read the above travel authority and agree that the student will only travel in accordance with these authorised travel arrangements whilst participating in the Southern Cross Cultural Exchange program.

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## 19. Medical & General Authority

We, the natural parents or legal guardians of the student grant Southern Cross Cultural Exchange, its employees and overseas partners, the school where the student may be assigned, and the host family or families with whom they may live permission at their discretion and, if necessary, at our cost to place our child in a hospital or in any other institution for any type of assistance or medical treatment or, if there is no hospital available, to place them under the care of a local medical doctor for their treatment.

We also grant Southern Cross Cultural Exchange, its employees and overseas representatives, the school where the student may be assigned, and the family or families with whom our child may live, permission to act as legal guardians and in 'loco parentis' for the student in any situation, whether medical or other, where they may at their discretion determine it necessary or appropriate to so act. This authority extends to giving permission for surgical operations or any other treatment. With this application we also authorise Southern Cross Cultural Exchange and its overseas partners to return the student to his/ her home country at our cost for medical treatment should they deem it necessary. We confirm that at the time of signing this document the student enjoys good health, that their health record enclosed herewith is true and complete, and that they may engage in any physical or sport activity. We also undertake to immediately notify Southern Cross Cultural Exchange of any material changes to the medical condition of the student. Any and all current, and historical, physical or psychological medical conditions must be communicated to the sending organisation in full prior to program start. If the student develops a serious physical or psychological medical condition during the program period, the student must be diagnosed by a doctor and returned home. If reasonably required by Southern Cross Cultural Exchange during the program we will authorise the release of medical information concerning the student to Southern Cross Cultural Exchange.

We grant Southern Cross Cultural Exchange, its employees and overseas representatives and the host family or families with whom the student may live, permission to act on our behalf in anything relating to police matters involving the student or to possible representation of the student before the local courts or authorities. This authorisation shall be valid for the entire duration of the Southern Cross Cultural Exchange program in which the student is participating.

We, the natural parents/guardian and the student acknowledge and agree that:

- We have read, understood and accept these above terms and conditions.
- We renounce any claim we may otherwise have against Southern Cross Cultural Exchange, its partners, employees or coordinators where such claim relates to force majeure.
- We grant Southern Cross Cultural Exchange permission to use any photographs, video, comments or any other type of material submitted to Southern Cross Cultural Exchange in which the student may appear or which the student may have created or written, for promotion or publicity of Southern Cross Cultural Exchange. We understand that the images, videos or comments may be used in print publications, online publications, presentations, websites, and social media. We also understand that any photos or videos submitted to Southern Cross Cultural Exchange will need to have the approval of all individuals included and that no royalty, fee or other compensation shall become payable to us by reason of such use.
- We undertake to disclose in writing any material changes to the medical history of the applicant following submission of the application.
- We have also read, understood and will comply with the Rules of the Program.
- We acknowledge that failure to comply with these Terms and Conditions will entitle Southern Cross Cultural Exchange to terminate the student's participation in the program.
- Southern Cross Cultural Exchange has a contractual agreement with the natural parents/ guardians, and obligations toward natural parents/guardians are the same for students who are under 18, who are 18 upon arrival and/or who turn 18 during the program. All students are subject to the Program Rules in their entirety.

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## 20. Payment schedule

**Full payment must be received prior to departure.**

- The first instalment of 30% is payable once the contract is signed
- The second instalment of 40% is payable 135 days before departure
- The final 30% is due 75 days before departure

**We hereby agree to the above terms and conditions and agree that the student must follow the above rules.**

Signature of student

Signature of legal guardian #1

Signature of legal guardian #2

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