



THE TEFL INSTITUTE

# IRELAND

## Japan Paid Internship with The TEFL Institute Ltd - Terms and Conditions

### General Internship Policy

The general policy follows these underlying points:

If you have paid for your internship program with an installment plan please refer to The TEFL Institute Ltd's installment payment terms and conditions.

It shall be your own responsibility to ensure that any products, services or information available on or through this website meet our particular requirements. Should you enrol on an internship and you do not meet the requirements you will not be issued a full refund as this is your own responsibility before booking.

We recommend having your application form sent into us for review within 3 working days of your booking, the maximum timeframe for submitting the application is 10 working days. A Late application fee after 10 working days is subject to the initial cost of the program.

You are entitled to a full refund minus a €50 administration fee within 14-days of payment. If you have enrolled onto the TEFL course as included in internship packages, this cost is subject to the course terms and conditions.

Once your application has been submitted by you and sent by our recruitment team to our in-country partners, you are not entitled to a refund. This is true even within the 14-day period. This does not affect your consumer rights as use of services has now taken place. Once the applicant has passed the application submission process and has been invited for an interview with our in-country partners this will be considered a "withdrawal refund" should they not want to continue.

\*If your application for the internship is submitted but gets rejected by the internship provider, you are entitled to our "rejection refund", outlined in our terms and conditions. You will receive a full refund minus 50% of the full price of the TEFL training courses included in your package. You will retain full access to this course. This also depends on what grounds you were rejected for.

In the event of an "unforeseen circumstance", refund requests will be managed on a case-by-case basis. Please note The TEFL Institute Ltd's is under no obligation to refund.

Deferrals to the next start date or an alternative placement will be subject to a €150 deferral fee.

If you are outside of the 14 day money back guarantee, you have not yet sent through your application or had no interview with our partners and you do not wish to go ahead with your internship to a later start date then you are not entitled to a refund. In some cases, a free deferral can be given.

**Note:** From August 1st 2019, the above policies do not apply to The TEFL Institute Ltd's Vietnam internship program. The refund and cancellations policy for this program is as follows: if an applicant has submitted his/her application form within the 14-day cooling off period or in the case that an applicant has been declined from the internship program an application fee of \$300 USD / \$300 CAD / £300 GBP / €300 EUR / \$300 AUD / \$300 NZD applies. Standard cancellation policy applies for this program, whereby no financial refund is available if an applicant withdraws outside of the 14-day cooling off period or after acceptance to the program.

As of the 12th June 2021, the above conditions apply to all our Internship placements in Asia.

The TEFL Institute Ltd cannot be held liable for any additional costs outside of the internship package. This includes flights, visas and documentation.

#### **Definitions:**

"Rejection Refund" – Partial refund: The total paid by the applicant minus 50% of the Full price of the TEFL course(s) included. If the course is not included and the applicant is part of the TEFL alumni, the refund will be investigated on a case by case basis.

"Withdrawal Refund" – No Refund available. A refund of €0.

"Unforeseen Circumstance" – Full or partial refund, depending on the circumstance. Unforeseen may include but not limited to severe weather conditions, warfare or pandemics. They DO NOT include a change in career, weddings or events or any circumstance similar. If you have been affected by a bereavement or a serious illness diagnosis of an immediate member of your family within your intended start date and you do not wish to travel, we may provide a refund upon application.

Immediate family members defined by The TEFL Institute Ltd:

- Spouse
- Civil Partner
- Children (including adopted/step children)
- Parents (including step parents)
- Brothers & Sisters (including step siblings)
- Grandparents & Grandchildren

**Covid/Global Pandemic Policy:**

It is the policy of The TEFL Institute Ltd to follow the correct procedure for the safety and wellbeing of students and teachers. Please note, in the case of a national or global emergency (within your home country or within the internship/job country) that this program may be canceled. This includes, but is not limited to, natural disasters (such as tsunamis), pandemics (such as COVID-19), and warfare.

Should the program be canceled, at no fault of the program providers, The TEFL Institute Ltd is under no obligation to offer a refund. State of emergencies will be handled on a case-by-case basis. Options can include partial refunds or deferrals of the program and is at the discretion of The TEFL Institute Ltd.

In any circumstance, it is up to the customer to contact The TEFL Institute Ltd in regards to next steps following an emergency. The TEFL Institute Ltd, in turn, will contact accepted applicants at the earliest convenience, in regards to any national or global emergencies that may hinder an upcoming program.

In the event of uncertain times and changing school schedules globally, our in-country partners may ask the teacher to change the start date of the contract. The accepted applicant must take this under consideration, but is not obligated to oblige. This is also applicable to future unforeseen circumstances. A customer should not book a flight until they are an accepted applicant and receive a confirmed start date.

The TEFL Institute Ltd will not be held responsible for flight change charges or canceled flights under any circumstances.

Should there be regulations in place to enter a country additional expenses may have to be paid by the customer.

**Theses costs may include:**

A COVID-19 fit to fly certificate for a test within a certain time frame before departure.  
Travel insurance covering COVID-19.

Accommodation, meals, additional COVID-19 test for a possible quarantine after arrival.

**General**

The TEFL Institute Ltd acts as a referrer for the Japan internship. When purchasing this internship, payment in full will be paid to The TEFL Institute Ltd. Thereon, complete organization of the Japan internship will be handled by our internship provider. They have many years of experience in organizing successful internships, and will be in contact with the applicant once full payment has been made. This is the beginning of the application process. When you purchase a Japan internship, you are buying from The TEFL Institute Ltd, Dungarvan Enterprise Centre, Parnell Street, Dungarvan Co. Waterford, X35 FX45, Republic of Ireland. The terms and conditions are an agreement between you, the applicant, The TEFL Institute Ltd, our internship provider and its partners in Japan. It is important that you read and understand the terms to which you are agreeing when you

accept a place on The TEFL Institute Ltd Japan internship. These terms apply to teachers who accept a teaching internship position through our internship provider.

## **Health & Safety**

You fully assume all risks to person and property in connection with your participation in the Activity (a "Teaching Contract"), including, but not limited to, travel delays, property damage and loss, bodily injury, sickness, disease and death. You are in sufficient physical and mental health to participate in the Activity, and do not have any physical or mental conditions which could affect your ability to participate in the Activity. You have or shall have medical insurance coverage appropriate for your participation in the Activity. The TEFL Institute Ltd shall not provide any insurance for you in connection with your participation in the Activity.

## **Legal**

You shall comply with all applicable laws of any jurisdiction in which you may travel, including drug laws, while participating in the Activity. If your participation in the Activity is at any time deemed detrimental to the Contracting Organization, as determined in the sole discretion of The TEFL Institute Ltd or the Contracting Organization, you may be terminated by the Contracting Organization without The TEFL Institute Ltd incurring any liability.

You may incur liability to The TEFL Institute Ltd under this Agreement if you engage in illegal acts abroad, break a Teaching Contract with a Contracting Organization or enter into a Teaching Contract in bad faith.

You fully and forever INDEMNIFY, RELEASE, WAIVE AND DISCHARGE, and COVENANT NOT TO SUE, The TEFL Institute Ltd, its directors, officers, employees, agents, representatives, affiliates, sponsors, successors and assigns, from and for any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses (including, but not limited to, court costs and solicitor's fees), from any cause whatsoever (including, but not limited to, travel delays, property damage and loss, bodily injuries, sickness, disease and death), whether directly or indirectly arising in connection with your participation in The TEFL Institute Ltd recruiting and placement process and the Activity, whether or not foreseeable or contributed to by the negligent acts or omissions of The TEFL Institute Ltd or others.

This Agreement constitutes the entire agreement, and supersedes any prior or contemporaneous agreements, understandings and negotiations, regarding this subject matter. This Agreement may not be amended by course of conduct or otherwise, and may not be assigned in whole or in part, except in writing duly executed by The TEFL Institute Ltd and you.

## **Application: Use of Information**

When you apply for an internship in Japan, you authorize The TEFL Institute Ltd to collect personal information, such as name, username, email address, address, work history, academic history and other non-financial personal information to determine your eligibility to teach English abroad (the "Activity").

You authorize The TEFL Institute Ltd to use this information to present you to any potential school (the "Contracting Organization") and to its preferred agent to attempt to obtain employment.

Your personal information shall be used solely for the purposes described above. Submission of personal information is wholly optional and can be removed from our records by request by emailing [hello@tefl.ie](mailto:hello@tefl.ie)

## **Use of Feedback**

Any feedback data, such as questions, comments, suggestions, or the like (collectively "Feedback"), shall be deemed to be non-confidential. The TEFL Institute Ltd shall have no obligation of any kind with respect to such feedback and shall be free to reproduce, use, disclose, exhibit, display, transform, create derivative works from and distribute the feedback to others without limitation.

## **Feedback & Intellectual Property**

Further, The TEFL Institute Ltd shall be free to use any ideas, concepts, know-how or techniques contained in such feedback for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products incorporating such Feedback.

## **Candidate Guarantee**

The TEFL Institute Ltd, in its sole discretion, shall endeavor to help you obtain a contract to participate in the Activity (a "Teaching Contract"). If you receive an offer to participate in the Activity and you accept that offer, you are responsible and liable for obtaining a passport, immigration visa(s) and other personal documentation appropriate for participating in the Activity, as well as arranging or coordinating transportation and accommodations to your satisfaction, and paying all costs and expenses related to your participation in the Activity.

While The TEFL Institute Ltd shall endeavor to provide a reasonable amount of support and assistance to you if you are employed as a result of The TEFL Institute Ltd, any Teaching Contract shall be solely between you and the Contracting Organization. The contract for the teaching role is through the school, and not The TEFL Institute Ltd.

## **Liability and Responsibility**

The TEFL Institute Ltd is not responsible or liable for breach of a Teaching Contract by either party, nor for any situation, including school closure or bankruptcy of the Contracting Organization that results in a Teaching Contract not being fulfilled. If you are terminated for any reason by a Contracting Organization, it is not The TEFL Institute Ltd's responsibility to rectify the situation or to find you alternative or interim employment.

The TEFL Institute Ltd is not and shall not be responsible or liable for your transportation, accommodation or other services or products to be provided by the Contracting Organization or any other third party in connection with the Activity, and The TEFL Institute Ltd is not and shall not be liable for any other acts or omissions of such third parties.

## **Use of Additional Information**

The TEFL Institute Ltd is not responsible or liable for breach of a Teaching Contract by either party, nor for any situation, including school closure or bankruptcy of the Contracting Organization that results in a Teaching Contract not being fulfilled. If you are terminated for any reason by a Contracting Organization, it is not The TEFL Institute Ltd's responsibility to rectify the situation or to find you alternative or interim employment.

## **Suitability**

Confirmation that you are eligible to enter into these terms.

You confirm that you meet the following requirements:

- Aged between 21 and 40 years old at time of travel
- Native English speaker or 12 years of schooling in English
- Drivers License. Not needed for eikaiwas. This is required for public schools.
- A passport from Australia, Canada, Ireland, New Zealand, United Kingdom, or the United States
- Undergraduate degree holder
- Minimum 120-hour TEFL certificate (included in the program training)
- Appropriate personal qualities (maturity, flexibility etc.)
- Enthusiastic and flexible on placement location and school
- Ability to cope with challenges, good communication skills, cultural sensitivity
- A range of hobbies and interests
- Have good mental and physical health (applicants must submit complete a health check as part of the work permit process)
- A clean police record

## **Responsibilities**

Responsibilities of each party

### **The TEFL Institute Ltd provides:**

- Information regarding the Japan internship
- A telephone assessment with all applicants
- Screening applications and providing feedback where applicable
- Interview preparation prior to first meeting with our in country partners
- Minimum 120-hour TEFL course
- Liaison with the internship provider to progress the teaching internship application
- General advice in preparation for living in Japan

### **Internship provider provides:**

- Transfer from official arrival airports on the specified dates
- Orientation on arrival
- Accommodation assistance
- Monthly living allowance
- In-country support throughout the duration of the internship, via the internship provider
- Processing, accepting or rejecting your application. Please note; reasons for rejection cannot be given.
- Advising you, and issuing all necessary paperwork for your visa application (please note, the applicant pays for the visa)
- Liaising with its partner schools on all aspects of the internship, including but not limited to; contract, pay, terms and conditions, hours of work, holidays, start and end dates and any work-related issues during the internship such as performance management and behavior

## **Japan Internship: Candidate**

### **Candidate Responsibility**

You, the successful applicant, are responsible for:

Completing all of our internship provider's application forms and requests truthfully and accurately.

### **Obtaining your Visa**

Whilst our internship provider will assist in giving you advice about the correct visa for your travel, it is your responsibility to gain the correct visa for entry to Japan and any related costs.

Ensuring you take with you to Japan all necessary documentation as advised by the internship provider.

Arriving at the designated airport on the official internship arrival date. We suggest that you only book your flights once you have been fully accepted onto the programme and have applied for and received your visa. We also strongly recommend that you purchase a flexible flight ticket.

Obtaining relevant travel insurance for the duration of your stay in Japan. It is important that you are covered for all relevant travel and medical issues (including repatriation to your home country) and working overseas. Any participant without suitable medical insurance may not be able to commence teaching and no compensation would be payable. Ensuring that you have a valid passport that will remain valid for the duration of your stay, and for 6 months following departure.

Ensuring that you have taken appropriate medical advice in respect to living and working in Japan and that you have received all the appropriate inoculations and injections prior to travel.

As a teacher of English, I understand the importance of giving students an accurate model of written English (using limited technology) and confirm that I am able to do so. I understand that if I am not able to do this it could result in a school terminating my contract.

As a teacher of English, I understand the importance of giving students a clear model of spoken English and confirm that I am able to do so. I understand that if I am not able to do this it could result in a school terminating my contract.

### **Costs**

You, the successful applicant, will be responsible for the following costs:

- Internship fee as agreed at the time of booking
- Visa application fee
- Outgoing and return flights
- Travel insurance
- Any vaccines
- All spending money during internship
- Any optional excursions arranged
- Cancellation

Please also note that you are required to complete TEFL training provided by The TEFL Institute Ltd prior to beginning your internship placement.

You are also required to comply with all deadlines for documentation to the internship provider's team. Delays in either the TEFL course studying, or the production of necessary documentation may result in your internship application being void and no refund possible.

## **Responsibility**

Recruitment decisions:

Our internship provider manages the application process. The final decision on whether to accept an application rests with the internship provider, and The TEFL Institute Ltd cannot influence or change the decision. The decision is final and our internship provider cannot challenge or insist on being given reasons for any rejection on your behalf.

Our internship provider uses partner schools that operate to the highest standards available locally and comply with all relevant Japanese laws. Neither the partner schools, or our internship provider, will accept any liability to you arising from discrimination laws, health and safety practice or other matters between your internship country and your home country.

For example, please be aware that as well as your qualifications and general experience, employers in Japan may take into account appearance, strength of accent and medical history etc. when making a recruitment decision.

## **Paperwork**

Correct paperwork:

All offers of acceptance onto the internship are reliant on the successful applicant being able to produce the correct paperwork prior to travel to Japan, including but not limited to:

- CV / resume
- Highest available qualification certificate
- Valid passport
- The TEFL Institute Ltd course certificate or an alternative TEFL certificate from a recognised provider of at least 120 hours training
- Police check
- Evidence that you are fit and healthy to travel if requested i.e. doctor's note/check

Failure to provide the correct documentation will mean that you may not be able to take part in the internship. Neither The TEFL Institute Ltd, our internship provider, or its Japan partner schools will be responsible for any costs you may incur through delayed or non-production of the relevant certificates and documentation.

## **Japan Internship: Trip Arrangements**

### **Visa**

All teachers on the internship will be required to obtain a visa before traveling. Our internship provider will help candidates to prepare the necessary visa documentation for the teaching internship. They will send candidates an invitation letter from the school along with an official contract.

Our internship provider is responsible for the provision of all paperwork regarding your

application for a visa prior to travel. Neither The TEFL Institute Ltd, our internship provider or schools are responsible for any costs you incur as a result of you not being able to obtain the correct visa.

### **Trip cancellation**

Neither The TEFL Institute Ltd nor our internship provider will pay any compensation in the event that your internship is canceled, curtailed or delayed or in any way changed as a result of circumstances that any party could not, even with all due care, foresee or avoid.

Such circumstances include, without limitation, war or threat of war, terrorist activity or threats of such activity, riots or civil disturbance, adverse weather conditions, pandemics etc.

All participants on the internship are responsible for arranging adequate travel and medical insurance to cover this eventuality.

### **Your time in Japan**

Our internship provider and partner schools are responsible for providing your placement while you are in Japan, and are responsible for all matters regarding to your teaching including (but not limited to):

- Terms and conditions
- Contract
- Accommodation
- Pay / allowance
- Hours of work

Please note that the precise working conditions and term dates may vary between different schools and different regions in Japan. All dates and holiday allowances are set by our internship provider/school.

During your time in Japan it is important to note you will be subject to Japanese laws, and it is imperative that you comply with these laws. The TEFL Institute Ltd, our internship provider or schools do not take any liability should any applicant teacher choose to violate any Japanese laws during their internship, and the internship may be terminated as the result of violation of Japanese laws.

The Japanese partner schools reserve the right to terminate the internship of the participant should the participant violate any of the work rules and regulations as set by the school itself. In this case both the Japanese partner schools, our internship provider and The TEFL Institute Ltd will have no responsibility for any costs incurred.

The Japanese partner schools are responsible for the accommodation provided during the applicant's time in Japan whilst teaching at the school. This accommodation will be basic but clean and in-keeping with standard accommodation in the area around the school.

Our internship provider will provide support personnel in Japan during the internship. This

support is provided to assist you in getting the most out of your time in Japan.

### **Placement Allocation**

Our internship provider will do all it can to accommodate any location requests, although due to booking numbers, and a variety of different factors it is not always possible to place interns at their most desired location or to place interns together.

### **The internship teaching contract**

The internship contract is between you and our internship provider.

You will be expected to dress and behave appropriately for work in accordance with the cultural norms in Japan, which may be very different from those in your home country. Our partner school will not be able to help you if your internship is terminated because you refuse to comply with your school's expectations in relation to style of dress, hair or personal adornment.

### **Accuracy of Marketing Material**

We believe that all statements made on The TEFL Institute Ltd website and accompanying material supplied by our internship provider are factual and correct at the time they are made. Every reasonable effort has been made to describe the internship correctly. The TEFL Institute Ltd or our internship provider cannot be held responsible for any changes that become known or happen after the printing of any written materials. Nor can they accept liability for events outside their reasonable control. They will undertake to advise you of any material changes known prior to your departure, providing there is sufficient time to do so and they can contact you.

### **Change of Partner**

Our internship provider reserves the right to change its preferred partner schools at any time. Any such change will be notified in writing to all future participants of the internship.

### **Japan Internship: Legal**

#### **Your protection**

When agreeing to these terms and conditions, both parties recognise that you are not an employee of The TEFL Institute Ltd or our internship provider.

Nothing in these conditions is intended to exclude or limit our liability to you for fraud or for death or personal injury caused by any act or omission by our internship provider or their employees acting at the time within the course of their internship.

Our internship provider cannot accept liability for any aspect of your internship contract.

Our internship provider excludes any liability we might otherwise have if any part of this contract is improperly performed due to your error or omissions in the information and

personal details that you provided to us.

Our internship provider works hard to select in-country partners that operate to the highest local standards but will not accept any liability to you arising from a difference in regulation of employee protection, discrimination laws, health and safety practice or other matters between the destination country and your home country.

Our internship provider will use all reasonable skill and care in providing our services to you in accordance with these terms. We cannot be liable for what our employees, agents and partners do, or do not do or for any loss, damage, expense or other claim of any description that you suffer in connection with your internship.

Under no circumstances will The TEFL Institute Ltd, our internship provider or in-country schools be liable for any indirect, economic or consequential loss that you suffer. Please note in particular that we will not be responsible for loss of earnings if your internship starts late, finishes sooner, is on different terms or otherwise differs from its description in your internship contract.

### **Complaints**

If for any reason you are not satisfied with our service please in the first instance contact our internship provider's in-country support team. If they are unable to resolve your issue please email [hello@tefl.ie](mailto:hello@tefl.ie) informing us of the issue. We will acknowledge your complaint within 5 working days and will aim to resolve the complaint within a maximum of 28 days.

### **Use of media**

#### **Use of photos and comments:**

By agreeing to these terms and conditions you agree that we may use any photo(s)/ image(s) we or someone on our behalf takes of you or any comments (written or verbal) you make during or in connection with your participation on the internship for our promotional/marketing purposes without obtaining your further specific permission or making any payment to you. Such use may include mentioning your name, age and town/ city/area of residence.

### **Personal Data**

For the purposes of the Data Protection Act, our internship provider is a data controller. They will use the personal data you provide for the purpose of processing your application and the provision of the services in this agreement. They will disclose your personal data to their in-country partners where you will be working. However, it is your responsibility to ensure that our internship provider and your school has all the necessary information required to protect your interests, such as medical information needed for the provision of medical treatment should you become ill or suffer an accident during your time overseas.

The countries our internship provider may need to transfer your personal data to may not afford the same level of protection to your personal data as your home country.

As any work that you do may involve work with children or vulnerable people, it may be necessary for you to produce a police clearance certificate (or similar background check). This may affect whether or not your application is accepted by our internship provider/school and what records they keep about you.

By agreeing to these terms and conditions, you acknowledge and agree that our internship provider may transfer, store and process your personal data and sensitive personal data as contemplated by this agreement interpretation in a dispute.

If any wording in this agreement for any reason is held by a court to be unfair, illegal or unreasonable, it will not bind you, and the court shall remove that wording from the agreement, and the rest of the agreement will still continue to bind our internship provider and you.

This agreement and any claim or dispute arising from or related to this agreement, will be governed by, and shall be construed in accordance with, Irish law and shall have exclusive jurisdiction over any claim arising out of it.

Acceptance of terms and conditions: By purchasing a Japan internship, it means you have read, understood and agree to the terms and conditions covering the internship and are fully aware that the internship contract in Japan will be with our internship provider. You understand that neither The TEFL Institute Ltd or our internship provider, nor any other company in its group will have any liability to me in respect of any breach or repudiation of the internship contract.



Terms and Conditions as of October the 15<sup>th</sup> 2022