

## PROGRAM CONDITIONS

Before applying for any SWAP Working Holidays ("SWAP") program, you must accept the following program Terms and Conditions, and the Cancellation, Changes, and Refunds Policy. If you have any questions about these documents, please contact SWAP at [info@swap.ca](mailto:info@swap.ca). Please read the following very carefully. Submitting an application will constitute acceptance of the following Terms and Conditions and policies. On receipt of your registration, subject to availability and at SWAP's discretion, SWAP will accept your booking on your selected program. A contract is made between you and SWAP upon your program booking being confirmed and accepted by SWAP, and SWAP's communication thereof to you.

### Terms and Conditions

I, being the person applying for a SWAP Working Holidays program, hereby agree that my application to, and participation in, a SWAP program as operated by SWAP, shall be governed by the following Terms and Conditions:

1. I agree that I have a Canadian passport that is, and will continue to be, valid for the length of time required by the foreign government to which I am applying for a visa.
2. I meet all of the eligibility requirements and visa conditions for the program(s) for which I am applying. These requirements can be found on the SWAP website ([swap.ca](http://swap.ca)).
3. My departure from Canada to the destination country will be within 12 months of my registration date, otherwise my participation on the affected SWAP program will be considered expired, no future services will be rendered, and no refunds will be given.
4. I am required to submit all requested application information and documentation truthfully and in a timely manner, as advised by SWAP. I understand that once applications are submitted to the appropriate government agency for processing, delays can occur. SWAP shall not be held responsible, financially or otherwise, for any problems caused by delays that are out of SWAP's control.
5. I give SWAP permission to use my information and documentation for the purposes of submitting official applications on my behalf.
6. SWAP has no control over the decision of the consulate or embassy of the intended destination country to issue a visa.
7. The information provided by SWAP on its website and written materials is accurate as of June, 2018. I accept that foreign governments may change rules, regulations, and other changes that may affect SWAP's programs after this date, and this is beyond SWAP's control. SWAP shall do its utmost to update participants on any changes and I agree to cooperate with SWAP if such changes occur.
8. SWAP reserves the right to deny participation on any program at SWAP's discretion.
9. SWAP makes no representation or warranty of any kind, expressed or implied, as to the suitability of the program for me, and SWAP disclaims all such warranties to the full extent of the law.
10. SWAP reserves the right to dismiss me from a SWAP program if, in its best judgement, I am deemed to be a danger to myself or to others, or if my conduct is deemed to be detrimental to the program in any way. In the event of such a dismissal, SWAP shall not be held responsible for any resulting expenses I may incur, and no refunds will be given.
11. I agree that if I have any dependents, have been denied a visa previously, have been convicted of a crime, have a criminal record, or have any charges pending, I will divulge all of this information to SWAP prior to application. I understand that this may make me ineligible to participate on a SWAP program.
12. Information related to the application to a SWAP program is privileged and will not be divulged to third parties, including but not limited to, family members and friends.
13. I am responsible for reading the information and abiding by the guidelines contained on the SWAP website, and official emails and packages provided as part of SWAP programs. SWAP shall not be held responsible for any direct or indirect damages caused by any failure to perform or delay in operation or transmission of any information relevant to my applications.
14. I agree to take with me the minimum proof of funds required by the government of the relevant destination country.
15. I will notify SWAP of any serious medical conditions I have or if I have travelled within the last five years to any countries that are considered medium or high risk, as this may cause delays in obtaining a visa. This may require additional actions such as, but not limited to, getting x-rays and health checks. I understand that this will be at my own expense.
16. I agree that SWAP is not responsible for my health and safety before, during, and after the program. Furthermore, SWAP is not responsible for any outstanding financial obligations such as, but not limited to, loans, or rent accrued during my time as a SWAP program participant.
17. I agree that I will obtain medical travel insurance that will cover me for the duration of the SWAP program for which I am registered. Participants who are otherwise adequately covered may be exempt from this requirement as long as proof of coverage is demonstrated. I am solely responsible if my insurance coverage expires while I am abroad.
18. I will be responsible for all travel, outside of specified SWAP program inclusions. All travels before, during, and after my SWAP program will be at my own risk and expense.
19. I agree to abide by the Terms and Conditions set by SWAP's relevant partner organization(s). If you are unsure of these, please contact SWAP prior to submitting any application.
20. I will abide by all general and local laws of the destination country while I am participating on a SWAP program. Unlawful behaviour may result in expulsion from the SWAP program with no refunds given.
21. SWAP shall not be held responsible for any damages, injuries or loss incurred to myself or to other parties by my actions, howsoever or when caused, while participating on a SWAP program.
22. SWAP shall not be held responsible for delays or failure to provide programs due to force majeure or other causes beyond its control.

## Cancellation, Changes, and Refunds Policy

### Refunds

Upon payment, SWAP programs are non-refundable. Exceptions may apply when the applicant is not accepted on a program or when cancellation occurs due to serious personal illness or death of an immediate family member. Official documentation will be required in these circumstances.

### Switching Programs

Participants may switch the SWAP program on which they are registered, but will be charged a \$250 CAD Change Fee. Additionally, in circumstances where a participant's newly chosen SWAP program is of a higher value than their originally selected SWAP program, the difference in price will be charged to the participant. In circumstances where the new SWAP program is of a lesser value, the difference will be refunded to the participant.

### Program Changes or Termination

SWAP reserves the right to alter or terminate any SWAP programs at any time. Affected participants are entitled to a refund to some or all monies paid for services not rendered.

## Participant Declaration

I agree to act ethically and lawfully at all times while I am a participant on SWAP programs. I know of no reason why I may be refused a work authorization or entry into the destination country. I declare that the statements on my application are true and that any false declaration on my part may result in forfeiture of my place on SWAP programs with no entitlement to any refund of program price or any consequent expenditure. I have read and understood the aforementioned Terms and Conditions and the Cancellation, Changes, and Refunds Policy and I agree to be bound by them.

Name (print):

Date (dd/mm/yyyy):

Participant signature: