

American TESOL Institute Special Thai Projects - Terms & Conditions Project – 26th September 2016 to 14th October 2016 Bangkok

- 1. Non refundable Fee On successful completion of the TEFL application procedure, you will be expected to pay a non-refundable training fee of US\$ 1390 (USD 600 for deposit & USD 790 as final payment). The payment that I have already paid is non- refundable and it won't be refunded for any personal reason like health/medical problems, family problems or any other individual problems.
- 2. Cancellation of registration after payment of fees is not allowed by American TESOL Institute, except for exceptions. The payment can rather be considered non-refundable and the decision of the project organizer to be held final as staffing of the course and accommodation involve fixed costs that are paid advance and are non-reversible. The college cannot guarantee to replace course members who subsequently drop out. Transfer to future similar project is possible at an extra payment of US\$ 100.
- 3. Withdrawal Any participant, who withdraws from the placement after completion of the TESOL program or decides to quit the placement assignment while in the TESOL course, will have to pay a fine of US\$ 500. However, this is also subject to management decision and discretion.
- 4. **Dishonor** Dishonoring the teaching contract is taken very seriously by all the parties involved in this project: **ATI** and the **School**. It is important to understand that the process is not a simple one. When we guarantee your placement it is also our commitment to the school based on which they plan their semester for the students. When a teacher breaks this contract the whole chain is disrupted and affecting all concerned. This has happened a few times in the past which has compelled us to take a hard decision of not certifying the teacher who dishonors the contract and an additional **fine of US \$500**.
- 5. Accommodation This project includes twin sharing accommodation during the TESOL Program in a **reputable hotel** in Bangkok. However the School where the teacher will be placed will only provide accommodation 24 to 48 hrs prior to the start date. Teachers may have to organize their own accommodation for a period up to 2-15 days between the completion of the TESOL course and before starting the teaching assignment. This is because different schools have different dates for the commencement of the semester.
- 6. Salary Salary offered to the teacher is 30,000 THB per month, plus rent-free accommodation during the teaching assignment. In some schools the salary is more than 30,000 THB per month depending on Schools' HR policy. At no point the salary will be less that 30,000 THB per month. However teachers who are getting more than 30,000 THB per month and those who are not getting more than 30,000 THB must understand that ATI has no control on the additional payment which is purely the individual school's decision to match their own HR quidelines.
- 7. Housing Most of the schools provide rent- free accommodation but in the rare cases where such accommodation is not provided the schools will provide an extra monthly amount of 2500 THB 5000 THB as an accommodation allowance with the monthly salary depending on the school's policy. All accommodation contracts require a deposit amount of 1-2 month's rent which is refundable after the teacher vacates the premises. Some schools cover this deposit and deduct the same amount from the teacher's salary while others may ask the teacher to pay for this. This total deposit can vary from around 5000 THB on the low end to 15000 THB on the high end so please be prepared for this accordingly.
- 8. Teaching Assignment Start Date The school assignment for all teachers is likely to begin from the end of October or beginning of November until the middle or end of March. Your accommodation is covered until 15th October 2016 (12 noon) with ATI at the Bangkok hotel. After this date you have to organize your own accommodation until the school accommodation is available which will depend on the commencement date of school. The details of the commencement date can be announced only during the TESOL program. It is not possible to cater to individual preferences and requests for school location and school type for teaching assignments. Your placement depends on school vacancies and the requirement of the individual schools.

PLEASE NOTE THAT YOU ARE UNABLE TO CHOOSE YOUR SCHOOL & PLACEMENT LOCATION. YOU NEED TO BE PREPARED THAT YOUR TEACHING ASSIGNMENT CAN BE IN ANY PART OF THAILAND.

Name of Trainee -Passport Number - American TESOL Institute



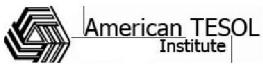
- 9. Documents to carry: You need to bring the ORIGINAL copies of the following documents while coming to Thailand:
- 1. Bachelor Degree/Diploma Certificate: This is required for your work permit process in Thailand.
- **2. University Transcript :** This is the academic record that shows the subjects and the grades. You can send me the unofficial one as of now, but please request for the original copy while coming to Thailand.
- 3. Reference Letters: This is from previous employers, teaching or non-teaching.
- 4. Passport [valid for more than 6 months]
- **5. Police Criminal Record / Disclosure :** You need to get this done applying from your local state police, getting a letter from them that states you have no criminal background. The criminal background check should not be older than 6 months.
- **6. Letter from your University**: You must bring a letter from your University stating your Degree is been verified / or a letter from the University certifying the student completed the Degree. This letter must not be an old document, this must be not older than 6 months and this letter must be brought in hard copy and not scan and email from the University. We can take the scan before you land, but make sure you carry the original copy along with the original Degree. This letter should have the School seal and signature of the registrar or the incharge . (This is needed for your Teacher's License here in Thailand).
- **7. Marriage certificate** [if you have any]
- **8.** Affidavit [if you have any]: Your name should be same in ALL Documents you carry. If not, you need to get an affidavit from your local Embassy (NOT Thai Embassy).
- 10. Performance in School School will be the final decision maker on teaching performance and whether to keep the contract or terminate it, ATI has no role to play there. Teachers whose contract is being terminated by School for poor performance cannot claim another job from ATI and still liable to pay the USD 500 to claim the TESOL certificate.
- 11. **Deposit in Resort/Hotel** You need to give your credit card as guarantee for any facilities you take during your stay in the hotel for 3 weeks apart from your room cost (like food, drinks, telephone, Internet etc.). The credit card won't be charged until you spend something during your stay. It will be charged only when you spend for above. You are requested to carry your Credit card / debit card for this. If you don't possess one, please note you will be asked to keep a cash amount of **1000 THB** as Guarantee.
- 12. Certification The TESOL certificate is not graded and the final certificate will usually be available on the last day of the project completion (After completion of your teaching assignment with the School).

NOTE: If you want us to send your Certificate to your home country, you need to pay 35 USD towards certificate dispatch fee.

Transcript : Graduates needing transcript can avail the same by 1.) *Filling up an online form and pay 50 USD by credit card* OR 2.) *Filling up a hard copy form and paying 50 USD by cash to the trainer / coordinator.* The Transcript will be couriered within 3 weeks from the date of submission of the application form. [The terms and conditions to receive the transcript is already mentioned in the Transcript application form]. - I understand that If I want to avail my transcript I have to pay 50 USD towards transcript preparation and postal charges.

- 13. MOE rules Since the Ministry of Education, Thailand [MOE] rules are changing day by day so any additional cost for obtaining teachers license or any change rules will not be the responsibility of American TESOL Institute.
- 14. Change in Visa / WP rules Any change for Visa rules or Work permit rules, ATI will try to keep you updated on that time to time. The teachers will be responsible for any additional paper work / cost which may be due to change of Ministry of Education policy or Immigration Policy.
- 15. **Transportation** You will have to bear the cost of transportation from the TESOL training location to the school where you will be placed; We will definitely be there to guide you.
- 16. **Teaching** You should look forward to a maximum of 25 hours of teaching. The duration of a class is usually 40-60 minutes, depending on the school. Normally, a class size varies from 45 50 so please come prepared accordingly.

Name of Trainee -	American TESOL Institut
Passport Number -	



17. **Insurance** - Some schools only provide the basic mandatory Insurance which covers only for accidents and hospitalization of more than 24 hours. Some schools cover Insurance of both **INPATIENT** and **OUTPATIENT** medical needs. We would suggest you consider paying **2600 THB** for an additional Health Insurance policy. Once the Insurance application is approved, this amount is non-refundable even if you withdraw from the teaching contract. Details on this policy will be provided by ATI upon request.

You are suggested to fly out from your country with a Travel Insurance which should cover your travel and another one to one and half month of your stay in Thailand.

I understand that The American TESOL Institute may provide me with a list of recommended independent insurance carrier(s). However, I understand that The American TESOL Institute is not responsible for any transactions that may take place between me and any such third party.

I declare that I understand that foreign students residing abroad may be required to acquire medical insurance which will cover any medical expenses as well as the costs associated with the necessary arrangements in case of death. I hereby agree to make such determinations, preparations, and arrangements, including the purchase of supplemental insurance on my own, as necessary to secure my entry, extended stay, and general well-being or as may be required by the law of the country in which I will reside.

18. Visa - Most of our partner Schools prefer teachers to come with a 60/90 days Tourist Visa (which you can get easily applying at your nearest Thai Embassy or Consulate in your country) and then a VISA RUN is organized to the nearest country to get NON IMMIGRANT B VISA. Some schools may send all relevant papers for the NON IMMIGRANT B VISA before you fly from your country. Please don't apply for any visa until you have consulted us. There are various Visa options, and we will guide you step wise which one is appropriate for you. You may land with a Tourist Visa (60/90 days) by applying from the nearest Thai Embassy/consulate or we can send you all relevant documents in time for the Non Immigrant B visa. As a first step we ask you to find out from the nearest Thai Embassy/Consulate what documents they need to get the Non Immigrant B visa as different Thai Embassy /consulate demands different papers. Please be noted, if you plan to move from your home country to other countries before landing Thailand and before fetching your Tourist Visa or Business Visa, you may not get a NON IMMIGRANT B VISA from the third country to enter Thailand. Under those situations you will have to land Thailand with 60 /90 days Tourist Visa which you can get from the third country's Thai Embassy / Consulate.

I declare that I am responsible for obtaining an appropriate Visa, where required, prior to my entrance to the Project country I signed up for. If I am required to obtain a Visa, I shall contact the appropriate Embassy or consulate for conditions of the visa and obtain an appropriate Visa prior to my entry.

Additionally, I understand that obtaining a work permit is my responsibility or the responsibility of my future potential employer and that either I or the future potential employer will be the entity responsible for securing this on my behalf.

- 19. Cost of Visa Teachers need to buy their own Visa. Tourist Visa costs around 50 USD and NON Immigrant B Visa costs around 65 USD. Teachers landing with 60/90 days Tourist Visa, conversion to Non Immigrant B visa is possible in Thailand itself @ 2000 THB provided all papers are ready (we will inform you all details if this is a case for you) If Visa is not possible to convert in Thailand from Tourist Visa to Non Immigrant B Visa the next best option is Visa run to nearby country and you need to come prepared of spending around 6000 THB for the same! (We will inform you all details if this is a case for you). You will have to bear the other cost related to visa. Schools will sponsor the WORK PERMIT.
- 20. **Preparation for other Costs** Monthly utility bills for the accommodation during the teaching job including water, electricity, key cards, internet connection, rent of TV, refrigerator, etc. will be the responsibility of the teacher. School will provide or pay allowance only for the rent (some part of the rent or cover full).

There are some medical tests that will be run when you are here in Thailand like drug & alcohol addiction, syphilis, elephantiasis, tuberculosis, Leprosy etc. These tests will be performed just before applying for your work permit. You will have to bear the cost of these medical tests and medical certificate will cost you around 300-400 THB. Initially you will have to pay for your work permit which is around 3,000 THB and it will be refunded to you once you finish the contract with the school.

21. **Deduction from Salary** - Some Schools will deduct around 5% of salary and housing allowance (if schools provide Housing allowance instead of housing). Some schools (mostly government school) will deduct **750 THB** for social security as per labor law which government schools have to follow.

Name of Trainee - Passport Number -



- 22. Liability American TESOL Institute is neither responsible for your health, safety and/or general welfare nor is American TESOL Institute liable for lost, stolen or damaged personal property.
- 23. **General Health and Medical** I understand that health and/or traveler's insurance to cover me in the event of illness, accident, or death is my responsibility. I agree to provide my own health and accident insurance and not to hold The American TESOL Institute responsible for my health, injury, or death at any time prior to, during, or after completion of the course.
- If I have a medical condition that could potentially affect my attendance, training, or the training of my peers I will notify The American TESOL Institute in advance. Additionally, should I fail to notify The American TESOL Institute of any medical condition that could inhibit my training or the training of others I agree that my offer of acceptance to The American TESOL Institute course, even a current course, may be withdrawn by an authorized American TESOL Institute representative and will be subject to the refund policy (see Cancellations and Rescheduling).
- 24. **Safety** I understand that it is my responsibility to obtain information regarding my general safety as it relates to travelling abroad and to obtain any such necessary notifications or warnings as they may relate to my safety and travelling abroad. At no time shall I hold The American TESOL Institute responsible or liable for suggestions made or information provided with regard to the safety of a particular country or region of the world.
- 25. Program Requirements I agree to be punctual for every class, and for any such required meetings or assigned meetings that relate to my class work and that may not occur during the designated class time. Tardiness will be grounds for dismissal from the course and under these conditions subject to the refund policy (see Cancellations and Rescheduling). I agree to 100% attendance. Absences may be made up at the discretion of The American TESOL Institute Lead Trainer. I understand that unprofessional manner, or manner that is not in accord with the local culture or environment, will be grounds for dismissal from the course without recourse thereof. I understand that I must successfully pass all components of the course within four weeks of the final date of the course in order to be eligible to receive The American TESOL Institute TESOL certification. In the event that I do not pass The American TESOL Institute TESOL Certificate Course I understand it may be possible to retake components of the course at the discretion of the American TESOL Institute Staff, however, additional fees may apply.
- 26. **Reservations and Scheduling** I understand that after I have submitted my application to The American TESOL Institute, if I am accepted, I will initially receive a letter of "general acceptance". I may reserve a place on a particular course date once I have submitted my **non-refundable deposit** of **600 US Dollars**.
- 27. Cancellations and Rescheduling I understand that I have an opportunity to reschedule my participation in the course and apply my deposit to a future available course, within 6 months of the original course date. Upon rescheduling, assuming availability, I shall pay a penalty of 100 US Dollars.

Name of Trainee -	American TESOL Institute
Passport Number -	



- 28. Payments I certify that when I make payments to The American TESOL Institute for any services or offerings I am doing so using my own personal funds. If I am using the funds of a third party, I hereby state that I have been given the authority to act on behalf of third party to request authorization of such transaction. Additionally, I understand that I am responsible for all damages, bank fees, credit card fees, or penalties that may be associated with the unauthorized use, transfer, or disclosure of credit or bank account information (e.g. charges associated with frozen funds, disputes, reversals, refunds, legal fees, court fees, or any applicable penalties). After I have made the required 600 USD deposit to secure my place on the course, I will make remaining payment(s) online before the TEFL Course starts or locally in Cash by the end of the first day of the training.
- 29. Application and Applicant Background Information I agree that I have not knowingly misrepresented myself to American TESOL Institute or its authorized representatives in any way. I also agree that I have disclosed the true disposition of any past, pending, or potential future criminal status. Additionally, I acknowledge that the application essays and skill-based questions are my own true, authentic, and original works. I understand that submitting falsified or plagiarized works to The American TESOL Institute and its representatives may be grounds for immediate withdrawal of acceptance offer, ineligibility for any future course, or dismissal from a current course in which I am enrolled without refund. Additionally, I understand that I must be 19 years of age by the time I actually commence my course study. I further understand that I qualify for the job guarantee if I am 21 years of age or older. I will also provide The American TESOL Institute with the emergency contact information of a relative or significant other who would be able to advise The American TESOL Institute about the management of my welfare in the event of an emergency or situation where I cannot act on my own behalf.

The contact information for that person shall consist of his/her telephone numbers, email addresses, and the postal mailing address where he/she may be reached. Additionally, I will not at any time hold The American TESOL Institute liable for the exchange of personal information between an authorized company representative and my designated emergency contact should such exchange be necessitated to promote my well-being. I understand that if I fail to do so, The American TESOL Institute is limited in its role to assist me in the event of an emergency.

30. **Conduct** - During my training session, I agree to behave in a courteous and professional manner with my fellow trainees, trainers, administrative staff, or any person associated with The American TESOL Institute. Inappropriate conduct, abuse, or damage to school or vendor property will be grounds for immediate dismissal from the course and housing obtained from American TESOL Institute. **No refund or any portion thereof will be given** (see Cancellations and Rescheduling). In such a case, the decision of The American TESOL Institute administration is final.

Name of Trainee -	American TESOL Institute
Passport Number -	



31. Information, Electronic Correspondence, and Brochure - I understand that the information contained in all electronic correspondence, including The American TESOL Institute web site, and in printed material is believed to be accurate. However, I understand that it may be subject to errors, changes, omissions, availability of courses, or withdrawal of special offers without notice. It is the responsibility of the applicant to contact an official American TESOL Institute representative for periodic updates as terms of this course offering are subject to change without notice.

Additionally, I understand that it is my sole responsibility or responsibility of my authorized representative to check for all continuous email correspondence from an authorized American TESOL Institute representative. All official correspondence shall be conducted via email unless the applicant otherwise indicates on the application or in written form that this is not a suitable mode of communication. Should my email address or pertinent contact information change, I shall notify The American TESOL Institute within a reasonable amount of time.

- 32. Cancellation of Project by American TESOL Institute I hereby agree that if the Special Thai Project is cancelled by American TESOL Institute for any natural calamity like flood, earthquake, epidemic, political situation, terrorist activity or any situation, which can directly affect the trainees, I will cooperate and wait for a proper situation when the project can be conducted smoothly.
- 33. Governing Law and Jurisdiction These Terms of Service shall be construed in accordance with and governed by Thai law (Since the entire project is executed in Thailand) Any action, claim or proceeding seeking to enforce any provision of, or based on or arising out of, these Terms of Service may be brought against any of the parties in the courts of Bangkok (Thailand). By execution and delivery of these Terms of Service, I hereby irrevocably accept, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts and waive any objection to venue laid therein. Process in any action or proceeding referred to in the preceding two sentences may be served on me anywhere in the world.
- 34. Event of Force Majeure In this Clause, "Event of Force Majeure" means an event beyond the control of the Authority and the Operator, which prevents a Party from complying with any of its obligations under this agreement, including but not limited to: a) Act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); b) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; c) Rebellion, revolution, insurrection, or military or usurped power, or civil war; d) Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; e) Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or f) Acts or threats of terrorism.

Neither the Authority nor the Operator shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.

American TESOL Institute is an equal opportunity educational, training, and teaching institution, which encourages diversity in applicants, trainees, trainers, and staff. If you have any additional query, please get back to us at specialthaiprojects@gmail.com or ron@americantesolinstitute.com or contact the CEO Asia pacific Operation directly at contact@americantesolinstitute.com

Declaration

I AGREE TO BE BOUND BY ALL OF THIS "TERMS OF SERVICE."		
Name of Trainee - Passport Number -	American TESOL Institute	

BY COMPLETING THIS REGISTRATION PROCESS AND SIGNING MY NAME LAFFIRM THAT