

Spanish Work Exchange Programme

C/. Tinerfe El Grande, AP de Correos 138, E-38670 Adeje, Tenerife

Tel.: 0034-922799650, Tel.: 0034-669820690

E-mail: info@s-w-e-p.com Homepage: www.s-w-e-p.com

Terms and conditions for the hotel placement

1. Registration/Conclusion of the placement contract

- 1.1 The successful registration requires the participant's signature on the registration form (page 1) and comes into force as soon as the Spanish Work Exchange Programme (hereinafter referred to as "s-w-e-p") confirms its receipt by e-mail.
- 1.2 s-w-e-p reserves all rights to reject the registration should it be incomplete or contain untrue statements or statements that seem to be obviously dubious.

2. The participant commits to cooperation

- 2.1 The intern supplies all application documents which are a CV including an application photo, as well as certificates and a passport copy if requested. In order to organise the placement arrangement the participant's personal data is forwarded to s-w-e-p's partner hotels.
- 2.2 All information provided by the participant has to be complete and correct.
- 2.3 It is the participant's obligation to take out overseas health insurance as well as accident and liability insurance covering the entire stay abroad and send copies of the policies to s-w-e-p in advance. It is the participant's obligation to meet all deadlines, so that the practical training can start at the agreed date. s-w-e-p is not responsible for delays resulting from the participant's non-compliance with deadlines.

3. Terms of Payment

3.1 The fee of the placement organisation is €490 consisting of a down payment (first instalment) and a balance (final instalment). The down payment of €90 covers s-w-e-p's initial processing costs and cannot be reimbursed unless s-w-e-p is unable to arrange a hotel placement. After receipt of the participant's down payment on s-w-e-p's bank account, s-w-e-p continues to organize the internship. After receiving the placement promise by one of s-w-e-p's partner hotels (the participant receives the confirmation immediately from s-w-e-p), the balance of €400 becomes due. s-w-e-p reserves all rights to give

the placement position to another applicant should the payment of the final instalment (balance) of €400 not be executed within 10 days after the placement promise.

3.2 Please send the payments by bank transfer:

Bank: Banco Santander

Holder of account: Cornelia Lassen/Spanish Work Exchange Programme

IBAN: ES7300494441622310012403

SWIFT: BSCHESMMXXX

4. Services provided by s-w-e-p

- 4.1 As soon as all registration requirements are met by the participant, s-w-e-p guarantees the placement in a hotel on the Canary Islands of 3, 4 or 5 star standard. After the placement promise by one of s-w-e-p's partner hotels, it is the participant's decision, whether to accept or refuse the offered placement position. If the participant accepts, s-w-e-p sends the placement contract to the participant.
- 4.2 s-w-e-p provides a personal contact person for the intern who will assist during the entire preparation and training period if questions or problems should arise.
- 4.3 Board and accommodation are free of charge and provided by the hotel during the entire practical training period. Accommodation is either in the hotel or in a rented apartment nearby. Trainees have no right to claim a single room. The hotel allocates the rooms independently. In most hotels the trainee lives in a single or shared room for hotel staff. It rarely happens that interns have to share the room with more than one person. The free board includes three daily meals in the hotel's staff canteen.
- 4.4 After successful completion of the hotel placement, s-w-e-p guarantees a letter of reference.

s-w-e-p

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5. Annulment of the contract by the participant

5.1 The annulment of the contract has to be in writing and addressed directly to s-w-e-p.

5.2 The participant can terminate the contract at any time. Should the contract be terminated after successful registration of the participant, the down payment of €90 will not be reimbursed. The payment of the final installment (balance of €400), however, will not be required any longer. Should the participant cancel the contract after placement promise by one of s-w-e-p's partner hotels, no reimbursement will be possible.

- 5.3 If s-w-e-p should be unable to offer a practical placement position, s-w-e-p will reimburse all payments made by the participant up to that point.
- 5.4 It is not possible that the participant supplies a substitute person since the placement arrangement is tailored individually to the participant's specific profile.
- 5.5 If the intern, for unpredictable reasons, does not want to continue the placement in a hotel, s-w-e-p will try to organise a hotel change. However, s-w-e-p does not guarantee this service and the organisation of a hotel change does not form part of this agreement.
- 5.6 The intern has no right to modify the period, place/island or hotel of his placement after having accepted the practical training position offered by s-w-e-p, however, s-w-e-p tries to comply with any requested changes.

6. Annulment of the contract by s-w-e-p

6.1 s-w-e-p can terminate the contract at any time without prior notice should the trainee's behaviour be intolerable or if the trainee acts in another way against the terms and conditions of this agreement.

7. Annulment of the contract by the partner hotel

7.1 The partner hotel can terminate the contract at any time without prior notice should there be severe reasons that justify the annulment. If the reason for annulment is the trainee's intolerable behaviour (e.g. breach of the hotel's rules),

the trainee himself has to bear all arising costs (e.g. flight back home at an earlier date). In such cases s-w-e-p does not guarantee the successful completion of the practical training and there is no obligation to reimburse the organisation fee or to organise a placement position in another hotel.

8. Data protection

- 8.1 s-w-e-p keeps all personal data provided by its participants strictly confidential, however, it is necessary to pass on certain information (e.g. CV) to s-w-e-p's partner hotels, in order to organise the ideal placement position. In spite of s-w-e-p's precautions, s-w-e-p does not assume liability should a third party gain access to the data.
- 8.2 s-w-e-p stores its participants' personal data and correspondence electronically.

9. Limitation of liability

- 9.1 The statements published on s-w-e-p's homepage www.s-w-e-p.com and s-w-e-p's general terms and conditions of contract form the basis for the legal relationship between s-w-e-p and the participant. Any further or varying regulation has to be confirmed by s-w-e-p in writing.
- 9.2 s-w-e-p is not liable for any personal or material damage that might occur to the trainee during the hotel placement stay on the Canary Islands.

This agreement is subject to Spanish law. Place of jurisdiction is Santa Cruz de Tenerife.

Spanish Work Exchange Programme

Manager: Cornelia Lassen Tax-number: X-2478551-W