

**The Working Holiday  
Club Service Agreement  
VISA Guarantee Service**



# The Working Holiday Club Service Agreement

## 1. The Working Holiday Club Obligations

### 1.1 Enquiry

- 1.2 Upon receipt of an official enquiry a professional working holiday relocation expert will;
- (i) review the Client's eligibility to receive a UK working Holiday visa ( or any other VISA required by the Client
  - (ii) assess support level requirements and recommend the correct package to suit budget, travel plans and experience levels.

## 2. VISA Application

- 2.1 Upon full payment by the Client of the Programme fee THWC will;
- (i) prepare and make an appointment with a VISA case worker to begin the process
  - (ii) provide a support line for application queries
  - (iii) activate relevant arrival services such as bank accounts, security cards, phone card or any other service which is relevant to the package paid for.
- 2.2 The Client understands that they have purchased a VISA guarantee service. In the event that the Visa applications is rejected due to THWHC visa partner, a refund for the value of the visa service, will be given. ( excluding the price of the arrival pack)
- 2.3 The Client understands that should they fail to follow instructions correctly and the visa is rejected due to the Clients negligence THWC fee will not be refunded.
- 2.4 The programme fee is NOT refundable should the Client a change their minds for any reason.
- 2.5 The Client acknowledges that the programme fee is NON refundable should any part of the service already have begun.
- 2.6 The Client acknowledges THWC will introduce them to its Clients / partners and suppliers and the Client will treat this respect and respond to emails and request in timely manner. Should the supplier / partner withdraw support due to the lack to commitment for the Client THWC will not be held responsible for refunds or any expenses resulted due the Clients negligence.
- 2.7 The Client understand that the British high commission fee associated the VISA application is not included in THWC fee.

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## 3. Client's Obligations

- 3.1 The Client must be fully committed to an overseas working holiday/ relocation service prior to engaging the services of THWC consultants. Time wasters will be penalised financially..
- 3.2 The Client is responsible for all travel costs incurred in travelling to and from the country where the placement is to occur.
- 3.3 The Client must obtain and maintain at its own cost comprehensive travel insurance for the full duration of the placement.
- 3.4 The Client warrants and agrees that it will be available to commit to answer emails and phone calls to effectively deliver THWC to service to the Client.
- 3.5 The Client acknowledges and agrees that a refund of the package fee shall at all times be at the sole and absolute discretion of TWHC and that TWHC shall at no time be under any obligation to refund any part of the package fee.

## 4. Client's Warranties

- 4.1 The Client warrants that he or she does not have any criminal record and that should he or she incur a criminal record at any time after the official enquiry the Client will immediately inform THWC and provide details of such a record.
- 4.2 The Client warrants that all particulars in the application form signed by the Client, including particulars of the Client's health and criminal record, are true and correct.

## 5. THWC Warranties

- 5.1 TWHC warrants to work only with approved and vetted service providers to ensure club members safety and wellness as its top priority.
- 5.2 TWHC warrants that all particulars in the application form is stored safely and securely and will not be viewed by any 3<sup>rd</sup> parties outside of TWHC.
- 5.3 TWHC warrants that all Clients' complaints and concerns are promptly reviewed and resolved.
- 5.4 TWHC warrants the highest level of professionalism by consulting using our own experience to ensure the correct packages suitable for the Clients travel need is paid for.

## 6. Indemnity

- 6.1 None of TWHC , its directors, officers and employees is liable for any act or omission of the Client either arising out of this Agreement or out of the Work Contract except where the liability results from wilful default or misconduct of THWC, its directors, officers or employees.
- 6.2 The Client hereby indemnifies TWHC, its directors, officers and employees against all liability resulting from acts or omissions of the Client with respect to this Agreement

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and to the Work Contract howsoever arising and whether within Australia or overseas.

## 7. No Assignment

7.1 The Client acknowledges that this Agreement is personal to the Client and is therefore not capable of assignment to any other person by the Client.

## 8. Entire Understanding

8.1 This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement.

8.2 This Agreement supersedes any prior agreement or understanding on anything connected with the subject matter of this Agreement.

8.3 Each party has entered into this Agreement without relying on any representation whatsoever by the other party or by any person purporting to represent that other party.

## 9. Variation

9.1 Any amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

## 10. Governing Law and Jurisdiction

10.1 The law of Queensland governs this Agreement.

10.2 The parties submit to the non-exclusive jurisdiction of the Courts of Queensland and the Commonwealth of Australia.

## 11. Time is of the essence

11.1 Time is of the essence of this Agreement.

## EXECUTED as an Agreement

SIGNED by **THWC**

SIGNED by the **CLIENT**

.....  
The Working holiday club

.....  
Witness

**FAX 02 66 850 431**

**Post: shop 2/12 the Terrace, Brunswick heads, Ocean shores,  
NWS, 2483**