

# Internships Thailand

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## *Terms & Conditions*

### **Summary**

The following aspects are covered in the Internships Thailand Terms & Conditions.

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## Terms of Agreement

1. The intern agrees not to approach the host company directly unless authorized to do so by **Internships Thailand**.
2. All monetary and financial transactions are to be affected in Thai Baht.
3. **Internships Thailand** shall start acting as soon as we receive:
  - The intern's CV and a letter of introduction
  - Completed application form
  - Applicable deposits as specified (see *Deposits and Cancellation*)
  - A telephone or face-to-face interview with the intern to assess their English level.
  - Any other documents required by **Internships Thailand** for the application. This may depend on the visa.
4. **Internships Thailand** shall reserve the right to refuse to act on behalf of the interns subject to their assessment of the intern's English and / or other language level.
5. Instruction by the intern to start acting as per mentioned above will constitute acceptance of these Terms and Conditions.

## Deposits and Cancellation

1. An initial deposit of 20,000 Baht (subject to 7% VAT) is required before **Internships Thailand** engages the placement process. **Internships Thailand** is unable to accept applications without the above deposit.
2. In addition to the deposit for the internship, the following services are also payable at the time of the deposit:
  - a. Express Service Fee
  - b. Accommodation Placement Fee
  - c. Insurance Fee
3. The deposit is non-refundable if the application is cancelled within 56 days of the proposed start date or the confirmation document has been sent.
4. Other services payable at the time of application are fully refundable unless the service has already been confirmed and communicated to the intern, in which case no refund will be given.
5. No refunds are given of deposit or any other services payable at the time of application if Express service is requested.
6. Should the application be cancelled at least 56 days prior to the internship start date, and the confirmation document has not been received; 10,000 Baht will be refunded. The remaining portion of the deposit fee is non-refundable.
7. All cancellations must be made in writing and the received date will be measured upon the date of receipt of the notification.
8. No refund is given after the start of an internship except in the case of Host Company negligence. Host Company negligence can be limited in definition to the following:
  - a. Sexual harassment or discrimination
  - b. Inability of the company to continue operations
  - c. Inability of the company to offer the agreed internship for reasons other than intern negligence

## Deposits and Cancellation

9. In the event that the intern requests another placement due to the reasons mentioned in Section 8, a, b, and c **Internships Thailand** will provide the intern with one (1) alternative.
10. Any change by the intern with regards to the internship preference after submitting the application to **Internships Thailand** will constitute a new application and attracts full internship fees.
11. Any payment approved by **Internships Thailand** to be refunded may take up to 21 days processing time.
12. No refund will be offered if the intern chooses to end their internship early for any reason.

## Postponement of Internship Start Date

1. In the event interns postpone their internship start date after the placement has been confirmed then a maximum of one (1) month is allowed at no extra cost providing the host company agrees to the postponement. The fee for the postponement beyond 1 month will be 9,500 Baht. In the event the Host Company is unable to accommodate the postponement, **Internships Thailand** will be unable to issue a refund.
2. Postponement beyond three (3) months from original start date (regardless of whether the internship has been confirmed or not) will be treated as a new application and incur a new deposit.

## Bank Fees and PayPal Fees

1. Bank and PayPal Fees incurred in the payment of fees to **Internships Thailand** are the responsibility of the intern. To ensure that the full amount is transferred/paid to **Internships Thailand**, we suggest that you contact your local bank to determine the fees to be charged on your application and making provision for the payment of those fees in addition to the internship fees.
2. Should **Internships Thailand** not receive the full amount due to bank or PayPal fees, a new invoice will be sent with remaining balance.

## Application Periods

1. **Internships Thailand** requires 10 week's notice period as a minimum.
2. An express service may be requested where the placement period can be reduced for a period of 4 weeks from the originally agreed internship start dates.
3. Where **Internships Thailand** cannot place the intern within their Express Due Date, a refund of the express service fee will be given.
4. Should the intern agree to continue with the **Internships Thailand** placement process at a revised rate, they must advise **Internships Thailand** in writing and will not be able to claim a refund for not meeting agreed due dates in future.
5. All other refund and cancellation terms mentioned throughout this document apply.

## Interviews and Internship Offers

1. Refusal of an intern to attend interviews will not constitute reasonable grounds for a refund.
2. Where an intern refuses to attend an interview, **Internships Thailand** reserves the right to request the intern pay their remaining fees prior to any further work being completed on the application.
3. Interns must attend any interviews with companies as arranged by **Internships Thailand**.
4. **Internships Thailand** has the right to refuse arranging any further interviews for the interns and excluding the intern from the program if the intern refuses to attend interviews.
5. Where there is evidence that an intern decides not to perform adequately during the interview, **Internships Thailand** will refuse to work any further on the application unless the fee is paid in full.
6. Refusal by the intern to accept an internship for reasons not specified on their application will not constitute reasonable grounds for rejecting an internship offer. This will not constitute a refund for the intern and in order for **Internships Thailand** to continue processing the application, payment must be made in full.
7. **Internships Thailand** does not guarantee any of the following criteria:
  - a. Company size
  - b. Company location (within a particular city)
  - c. Interns can not pre-select a company for their internship to be conducted within.
8. **Internships Thailand's** internships are organised to provide interns with adequate training and experience in their field of interest. The size, location and international presence of a company are not valid reasons for a refund or for refusing the internship offer.
9. **Internships Thailand** will match the intern with an internship in their general requested field as indicated in the application document.
10. Interns are not allowed to reject a placement offer made by **Internships Thailand** or leave their placement after starting for any of the following reasons:
  - a. Size of company
  - b. Number of employees at the company
  - c. Location of the company
  - d. Commuting distance to the company from accommodation
  - e. International profile of the company
  - f. Change of preferences after application
  - g. Changes in internship hours. A normal working week can range from a 20 hours week to a 45 hours week. This may include start and finish times at any stage throughout the day. It may also include 'split' shifts.
  - h. Personal issues / relationships with other staff members and the internship supervisor
  - i. Level of supervision offered. Each company has different Training and Supervision Policies which it adheres to and as such, there is no minimum requirement of supervision to be offered within the internship.
  - j. Level of responsibility and tasks allocated. This is ultimately determined by the Host Company and depends on the qualifications/experience and performance of the intern.

## Code of Conduct at Host Company

1. No refund will be given or an alternative placement offered if the intern leaves the Host Company for reason other than those outlined in section II (8) a, b, c.
2. No alternative placement will be offered to interns in the event of the intern being asked to leave the company for the following reasons:
  - a. Negligence by the intern in terms of misconduct or disobeying company procedures and policies.
  - b. Inability to perform training provided by the company due to inaccurate information provided by interns on their initial application.
  - c. Leaving the company without being given approval to do so by **Internships Thailand**.
  - d. Taking time off for holidays, personal reasons without prior agreement with the company.
  - e. Taking sick leave without providing your company with an adequate medical certificate if asked to do so by the company.
  - f. Changing internship hours without prior permission from the company.
  - g. Not abiding by company rules.
  - h. The interns level of performance does not match their level of experience and/or qualifications as stated on their CV.
  - i. Demanding payments from the host company if the internship is unpaid.
  - j. Acting in a way that adversely affects the smooth running of operations for the company.

## Internship Placements – Other

1. Interns may choose to extend their internship placement with the Host Company. Upon the extension being approved by the Host Company, an additional fee will apply determined by the extension length and the total duration of the internship.
2. Where the intern requires another visa to extend their internship, they are fully responsible for arranging their own visa and any other arrangements to remain legal within Thailand.
3. **Internships Thailand** undertakes not to disclose any medical or other information about interns to third parties that may hinder the intern's application.
4. Interns must comply with confidential information that is distributed to them for a period of 12 months after the internship end date, or as specified in the individual confidentiality agreement signed with the intern and the Host Company.
5. **Internships Thailand** is in no way responsible for any damages caused by the intern during the internship program, regardless of the nature of the damages. The intern accepts full responsibility for their actions.
6. This agreement in no way constitutes an employer / employee relationship. **Internships Thailand** is the program facilitator and is not seen as the employer, contracting company or any other mechanism that may constitute the employer / employee relationship with the intern.
7. **Internships Thailand** will not be held responsible for any visa delays or any loss (financial or non-financial) caused by visa delays.

## Accommodation, Meals and Airport Pickup

1. All interns interning in Hotels will be provided with accommodation.
2. Accommodation provided by Host Companies will be in 'staff quarters'. This will be based on twin share rooms. This means that you will be sharing with one other staff of the same sex. The rooms will have:
  - A fan and / or air conditioner (air-conditioner not guaranteed)
  - Your own bed and wardrobe
  - A private bathroom / toilet
  - Linen will be provided
  - Most Host Companies will also provide free laundry
3. Hotel internships also provide the intern with meals. Meals provided are typically 3 meals per day in the staff canteen. The meals will be served at typical times (breakfast, lunch and dinner). Interns will be provided by the appropriate meal during their shift as well as on their days off.
4. Some hotels may also offer additional meals outside the staff canteen however this can NOT be guaranteed by **Internships Thailand**.
5. Where accommodation is not provided and / or the intern requests our accommodation placement service, **Internships Thailand** will not guarantee any accommodation booking or airport pickup unless accommodation placement fee is received along with the deposit.
6. Choice of accommodation must also be advised at the time of application.
7. Arrival details must be advised at least 7 days prior to arrival otherwise **Internships Thailand** is unable to guarantee the airport pickup without being liable to issue any refunds.
8. Any payments for the actual accommodation are to be made directly to the guest house or landlord.
9. **Internships Thailand** will book the intern's housing according to the accommodation type selected in one of our designated guest houses.
10. **Internships Thailand** is not able to change the intern's accommodation once it is booked unless the accommodation host is negligent. The intern must be able to prove that the accommodation provider has been negligent in terms of misconduct, improper behaviour or inability to provide the intern with adequate accommodation as explained in this document. Any changes must occur within the first 4 weeks.
11. In the event of cancellation due to the accommodation provider being negligent, **Internships Thailand** can either refund the accommodation placement fee or source another accommodation for the intern at no extra charge.
12. **Internships Thailand** and the intern's accommodation provider require at least 1 week notice of intention to move out.
13. Interns pay for all telephone calls or for Internet use unless already included in the price and advised by **Internships Thailand**.
14. The intern is personally responsible and liable to the accommodation provider for any loss, damage, injury or any acts of negligence caused by the interns during their stay with the accommodation provider.
15. **Internships Thailand** is not responsible for any loss, damage, injury, negligence caused by the intern.



## Payments to interns

1. In the event the Host Company decides to pay stipends to the intern, interns will be paid directly by the Company. Interns will be paid in accordance to their agreement with the Host Company.
2. **Internships Thailand** does not act as a recruitment consultant for the purpose of paying interns.

INTERNSHIPS THAILAND Office

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Intern's Signature and Date

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Intern's Full Name

*By signing this document, you acknowledge having read all the Terms & Conditions and adhere to all the points above-mentioned.*