

PAID TEACHING INTERNSHIP TERMS & CONDITIONS

BY READING THESE TERMS & CONDITIONS AND MAKING A PURCHASE, YOU AGREE TO THE CONTENTS OF THIS AGREEMENT.

M2R LIMITED incorporated and registered in England and Wales with company number 04152824 whose registered office is at Langham House Suite 4 and 5, 148 Westgate, Wakefield, West Yorkshire, United Kingdom, WF2 9SR (m2r) agree to provide you with a Paid Teaching Internship and these terms apply to purchases made via our website, our brochures or via telephone and which are made with us (whether direct or through agents appointed on our behalf).

Teach Explore Asia, Co. Ltd (XploreAsia), 11/11 Soi Hua Hin 43, Phetkasam Road, T. Hua Hin, Hua Hin, Prachuab Kirikhan, 77110, Thailand (**XploreAsia**) provide the Paid Teaching Internship programme and with whom your contract with regards the Paid Teaching Internship is with. We are acting as XploreAsia's agent in arranging the Paid Teaching Internship. For the absolute avoidance of doubt XploreAsia is the principal and we have no direct relationship with you in respect of the Paid Teaching Internship.

TEFL UK, 8 Winmarleigh Street, Warrington, WA1 1JW (TEFL UK) provide your 120hr Professional TEFL qualification and all terms and conditions relating to your 120hr Professional TEFL course can be found here:

<https://tefluk.com/terms>. For the avoidance of doubt any TEFL course you have separately booked will remain subject to the terms and conditions associated with that purchase.

In acting as your agent in arranging your Paid Teaching Internship, then by your acceptance of these Terms and Conditions you are giving us your authority to liaise with XploreAsia and TEFL UK and put you in touch with them.

Agreed terms

1. Definitions and Interpretation

The following definitions and rules of interpretation apply in this Contract.

1.1 **Definitions:**

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by you for the supply of the Services by m2r, as set out in clause 5.

Services: pursuant to this Contract, the services to be provided to you by m2r for the purpose of arranging your Paid Teaching Internship and 120hr Professional TEFL qualification.

1.2 **Interpretation:**

(a) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

(b) Any words following the terms **including, include, in particular, for example** or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.

(c) A reference to **writing** or **written** includes fax and email.

2. **Commencement and term**

This Contract will commence upon purchase of a Paid Teaching Internship and will continue unless cancelled in accordance with our cancellation policy in Clause 8.

3. **m2r obligations**

3.1 m2r is responsible for collecting your documentation and passing to XploreAsia who will then confirm your eligibility for a Paid Teaching Internship.

3.2 m2r will arrange for you to enter a contract with XploreAsia and TEFLUK relating to the entirety of the Paid Teaching Internship, when processing your purchase and you will receive communication from both

regarding your Paid Teaching Internship and your 120hr Professional TEFL course.

3.3 In supplying the Services, m2r will:

- (a) perform the Services with reasonable care and skill;
- (b) use reasonable endeavours to perform the Services in accordance with any obligations for delivery of the Services contained in this Contract;
- (c) ensure that all standards and techniques used in providing the Services are of satisfactory quality and are fit for purpose;
- (d) have no authority to make or enter into any contracts or commitments on behalf of you.

4. Your obligations

4.1 You are responsible for ensuring purchase details are correctly provided, whether online or via the telephone. Once confirmed we will proceed to confirm the purchase with XploreAsia and TEFLUK.

4.2 Please check that names, dates and timings and any other information are correct on receipt of all documents, including, in particular but not limited to, the booking confirmation and advise us of any errors within two days of receipt of any documents by contacting our team by emailing such details to internships@m2reducation.com. Please note that we will not accept any responsibility for incorrect information if we are not informed within this timeframe. Any changes to these details may incur amendment fees applied by XploreAsia.

4.3 You agree to provide, in a timely manner, such information as m2r may require to process your Paid Teaching Internship purchase and enrolment. The information required by m2r will include CV / resume including your full name, age and nationality, a scanned copy of the photo page of your passport and a photograph of you in professional attire.

4.4 You are also required to send all documentation to XploreAsia, as detailed in the instructions, by the given deadline and in an acceptable form. A failure to do so will result in your Paid Teaching Internship purchase

being void and no refund possible. To be accepted pursuant to this clause all such documentation must be prepared by you in good faith, using your best endeavours and to the best of your ability, and be presented to XploreAsia to a high standard which is acceptable to them (with such acceptability to be determined at the sole discretion of XploreAsia).

4.5 XploreAsia may require you to take out travel insurance as a condition of purchase with them as detailed in XploreAsia's terms and conditions – we advise you check these carefully. In any event, we strongly advise that you take out a policy of insurance to cover you against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. Please note that we cannot advise on the appropriateness or suitability of any policies.

4.6 You are required to have completed your 120hr Professional TEFL qualification according to the timescale provided by XploreAsia.

4.7 During the Paid Teaching Internship, you will be subject to all in country applicable laws, regulations or otherwise and it is imperative that you comply with the same. Should you have any questions on the same then you should contact XploreAsia.

5. Charges and payment

5.1 All outstanding debts to us must be paid before we will authorise XploreAsia to accept you on the Internship and at least 3 months (90 days) before you embark on your Paid Teaching Internship.

5.2 If you are paying for your Paid Teaching Internship by instalments, you agree to pay the instalments promptly and on the dates specified.

5.3 Payment will be made by way of any electronic funds transfer to the bank account nominated in writing by m2r, which will be a UK bank account.

5.4 If you fail to make any payment due to m2r under this Contract by the due date for payment, then, without limiting m2r's remedies under

clause 8 (**Cancellation**), m2r may suspend all Services until payment has been made in full.

5.5 If you're having trouble paying, you should contact us immediately on +44 (0) 1924 201973, to discuss ways we can help and the repayment options available to you.

5.6 All amounts due under this contract from you to m2r will be paid in full without any set-off, counterclaim, deduction or withholding.

6. Indemnity

6.1 You will indemnify and keep indemnified m2r against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity) and all other costs and expenses) suffered or incurred by m2r arising out of or in connection with:

(a) any claim made against m2r arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract; and

(b) any claim made against m2r by you or a third party arising out of or in connection with XploreAsia or TEFL UK's conduct (or non-conduct) in any aspect of the Paid Teaching Internship.

6.2 This indemnity will apply whether or not m2r has been negligent or at fault.

7. Limitation of liability

7.1 The restrictions on liability in this clause 7 apply to every liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

7.2 For the avoidance of doubt, your purchase of the Paid Teaching Internship is directly with XploreAsia and a 120hr Professional TEFL is with

TEFLUK. Other than where we are negligent in the provision of our services to you, we accept no liability or responsibility for any complaint, loss, damage, expense or other claim in respect of any aspect of your purchases or Paid Teaching Internship arrangements.

7.3 Neither we, nor XploreAsia accept any responsibility for unexpected delays or costs relating to your visa application because of changes/requests from an Embassy or other party.

7.4 Unless agreed in writing by a director of m2r, m2r will have no responsibility, obligation nor liability for any travel, travel documents, accommodation or other similar costs or arrangements. For the avoidance of doubt, responsibility and liability for such costs and arrangements will rest with you and XploreAsia.

7.5 m2r's will not be liable for any act or omission of XploreAsia or TEFL UK, its agents, subcontractors, consultants or employees. m2r will not be liable for any costs, charges or losses sustained or incurred that arise directly or indirectly from such acts.

8. Cancellation / Termination / Amendment

8.1 If you are not accepted on to the Paid Teaching Internship by XploreAsia upon purchase you will receive a full refund on the Paid Teaching Internship (for the avoidance of doubt this does not include a refund of the 120hr Professional TEFL Course) provided that you can demonstrate your compliance with the provisions of this contract (including, but not limited to, clause 4) and the TEFL Course Terms. Acceptance onto the Paid Teaching Internship is at the absolute discretion of XploreAsia and m2r cannot advise, help or otherwise assist with regards the same. Furthermore, m2r will not, and has no right to, be informed by XploreAsia of the reasons why your application is not accepted and you must liaise directly with XploreAsia with regards the same.

8.2 If you wish to cancel for any reason then you are entitled to a full refund within 14-days of initial payment. You must inform us in writing within the initial 14 days and m2r will provide a full refund within a further 14 days. All access to your 120hr Professional TEFL course will also be cancelled unless you inform us otherwise. In this case m2r will provide a

refund, less the cost of the 120hr Professional TEFL course, which is £93. This does not affect your consumer rights.

8.3 For the avoidance of doubt the cancellation charge for the Paid Teaching Internship will be 100% once the initial 14 day cooling off period has passed.

8.4 Any amendment requests made by you will be subject to approval by XploreAsia. If an amendment incurs a charge, then XploreAsia will inform you directly. If you choose not to accept an amendment charge, then clauses 8.2 and 8.3 will apply.

8.5 It may be necessary for XploreAsia to reconfirm or change elements of the Paid Teaching Internship programme. Please check this in the correspondence received from XploreAsia, including XploreAsia's terms and conditions.

8.6 If you are paying for your Paid Teaching Internship by instalments as per clause 5 and fail to meet your instalment deadlines, subject to any further agreements with m2r as per clause 5.5, this contract will be terminated and no refunds will be made.

8.7 You will receive a full refund, outside of the 14 day cooling off period, if XploreAsia is declared or becomes insolvent, enters into administration, receivership, administrative receivership or liquidation, or threatens to do any of these things, or any analogous procedure, in a relevant jurisdiction

8.8 Upon termination of this contract, this will not affect any of the rights, remedies, obligations or liabilities that have accrued up to the date of termination.

9. Data protection and regulatory law

m2r will comply with applicable law, including without limitation, anti-discrimination, anti-bribery and data protection legislation. For the purposes of data protection legislation, m2r are a data controller as defined in the General Data Protection Regulation and will comply with their respective obligations under any relevant data protection legislation.

10. General

10.1 **Force majeure.** m2r will not be in breach of this contract nor liable for delay in performing, or failure to perform, any of its obligations under this contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. Such events include acts of God, flood, drought, earthquake or other natural disasters, epidemics or pandemics, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations, nuclear, chemical or biological contamination, any law or action taken by a government or public authority, collapse of buildings, fire, explosion or accident, and any interruption or failure of utility services.

10.2 **Confidentiality.**

(a) m2r undertakes that it will not at any time disclose to any person any confidential information concerning you, except as permitted by this clause 10.2.

(b) m2r may disclose your confidential information:

(i) to XploreAsia, TEFL UK and also m2r employees who need to know such information for the purposes of carrying out m2r's obligations under this contract. m2r will ensure that any such party whom it discloses your confidential information comply with this clause 12.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) m2r will not use your confidential information for any purpose other than to perform its obligations under this Contract.

10.3 **Entire agreement.**

(a) This contract constitutes the entire agreement between m2r and you and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to its subject matter.

(b) m2r and you both acknowledge that in entering into this contract it does not rely on and will have no remedies in respect of any statement,

representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract. m2r and you both agree that it will have no claim for innocent or negligent misrepresentation based on any statement in this contract.

10.4 **Variation.** No variation of this Contract will be effective unless it is in writing and signed by you and a director of m2r.

10.5 **Severance.** If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 10.6 will not affect the validity and enforceability of the rest of this Contract.

10.6 **Notices.**

(a) Any notice given to m2r under or in connection with this Contract will be in writing and will be:

(i) delivered by hand or express courier service to the address provided next to the other party at the head of this Contract; or

(ii) sent by email to internships@m2reducation.com

(b) Any notice will be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt;

(ii) if sent by express courier service, at the time of delivery recorded by the express courier service; and

(iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume in the country where the relevant party is based. In this clause 12.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the anticipated place of receipt.

10.7 **Governing law.** This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in

connection with it or its subject matter or formation, will be governed by, and construed in accordance with the law of England and Wales.

10.8 **Jurisdiction.** The courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

10.9 **Complaints.** If you have any dissatisfaction regarding your Paid Teaching Internship, then this should be reported to XploreAsia immediately. For the avoidance of doubt any complaint should not be reported to, and does not lie against, m2r Education or TEFL UK, unless it is in respect of the TEFL course. Should there be a complaint regarding the TEFL course, please consult TEFL UK directly. If ExploreAsia and/or TEFL UK fails to resolve your complaint, then please contact internships@m2reducation.com who will try to assist you as far as is reasonably possible.