



Global Education Management Ltd  
Crossbow House Liverpool Road Slough Berkshire SL1 4QZ United Kingdom  
Tel 44 0 1753 642230 emailinfo@gemplacements.co.uk website [www.gemplacements.co.uk](http://www.gemplacements.co.uk)

### Annexe 1. Specimen. Terms and Conditions International Students

Global Education Management Ltd (GEM) is a UK based Education company. Our contact details are on the letter head and registered office details on the foot head of this page.

These are our general terms. Specific terms may apply on tailored made programmes. They are not exhaustive and are subject to update and changes. May 2013 last update. Supercedes earlier versions of the terms and conditions. Your school or agencies may have further conditions to add. Please check on this.

Terms follow herewith:

#### Services Practical Training Scheme Arranged by GEM.

1. **Background.** (i)GEM is supporting practical training opportunities for students attending colleges. Students are required to undertake practical skills development as part of their course and to be assessed to complete their studies. In the UK GEM coordinates between immigration advisors, schools, students, host companies and Tier 5 Sponsors. See explanation notes that follow(ii) For non European students they will need to apply for immigration sponsorship under the UK Government Point based system immigration system under sub category Tier 5 Government Authorised Exchange (GAE). (iii) GEM coordinate with several UK GAE sponsors who will sponsor students for their Certificate of Sponsorship (COS). Upon the issue of the COS students need to apply for entry visas in their respective British embassies.(iv) There are specific conditions for the tier 5 scheme and this remains subject to UK government updates and amendments. An example of one condition of tier 5 is a work experience plan at supervisory level learning to be drafted between employer, sponsor and candidate. GEM coordinate with host companies to ensure the training conditions are met.
2. **Services of GEM.** A detailed list of services GEM provides follow: Services 2.1 has no fees however section 2.2-2.16 services inclusive are covered in total fees in section 3 Fees.
  - 2.1) One to One Assessment of student's motivation, English level and preferences;
  - 2.2) Preparation of CV and preparation for assessments with host companies. Ongoing support until a work placement is found.
  - 2.3) Collection of documentation required by Tier 5 sponsors and host companies.
  - 2.4) Discussion and confirmation with Tier 5 sponsors whether the candidate is eligible for the government authorised exchange scheme.
  - 2.5) Agreeing and Arranging with Tier 5 sponsors the agreed quota, conditions and criteria of applications. Note that tier 5 sponsors have stringent quotas and conditions that need to be met under their sponsorship license with UKBA.
  - 2.6) Documents to be collected for tier 5 sponsors include (not exhaustive and depend on scheme): CV, passport up to date version, migrant form to be completed and signed, degree certificate to be certified if not in English, school attestation letter, NARIC letter
  - 2.7) Agreeing with a host company for the candidate to go on practical training with them. This involves agreeing and completing the company information form, benefit letter, signed criteria information form, a detailed work experience plan for each month of their training, signing a declaration that the host company is not replacing local labour or hiring the candidate for employment but for a practical training scheme. They must be supernumerary.
  - 2.8) Providing an ongoing support mechanism by telephone and email to deal with issues before, during and after work placements.
  - 2.9) We will liaise with your school over specific letters required and information. (Please note the school

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- letters are important part of the scheme conditions as tier 5 is not about taking local people's jobs but a learning process and practical training opportunity.)
- 2.10) Ensuring that the employers agree to health and safety questionnaire and confirm their policies to GEM for liability in case of accidents.
  - 2.11) Ensuring that work experience placement confirm with the requirements of the college studies.
  - 2.12) Ensuring that host companies understand and appreciate their responsibilities
  - 2.13) Visiting where possible to ensure that students are still attending placements and performing to the requirements of the courses and Tier 5 training conditions
  - 2.14) Liaising with host companies over student course work and assignments.
  - 2.15) Signposting Accommodation and Airport arrival support if needed. These may be subject to suppliers own terms and conditions.

### 3. Procedures:

- 3.1) **Initial Documentation:** We require initially CVs in MS word format with low resolution picture, clear dates from and to for work experience and education. Highlight your skills and achievements. We also need up to date i.e. current year school references. If you have work experience references please also supply these to us. In addition, we need a copy of your passport on the photo ID section and for your passport to be up to date and have at least 6 months date before expiring.
- 3.2) **Initial Assessments** are for us to assess your level of spoken English, motivation and skills. We will ask you some work related questions or scenarios to check your ability. It is important that we have host employers that would best fit you. During the telephone assessment we will do our best to ensure the communication is clear and where the telephone lines are distorted we will call you again or repeat the questions. It is important for us and you that we get the correct assessment of your abilities. If you have a particular request or questions you can suggest this to us.
- 3.3) We will retain assessment notes on your file concerning the date, time and interview. These will be kept confidential.
- 3.4) If you have been successful at our telephone assessment we will begin to pass your CV and details to potential host companies for training proposals. We then ask your college/agency/candidate to make a registration fee payment to us to begin the process. Unsuccessful candidates will be given feedback and asked to rectify areas needing improvement before re-submitting their details. We will not enter into debate or argument with candidates upon our assessments.
- 3.5) **Evidence gathering:** We require a comprehensive file on yourself which includes ~~school references~~ school references, copies of educational certificates, passport photos, and can include ~~information on scheme, location and country, medical reports, police report, insurance and copies of medical~~ information on scheme, location and country, medical reports, police report, insurance and copies of medical. The documents should be couriered to us at our office address. The exact documents needed vary according to the scheme, location and country. Please ask us the list of the documents needed according to the scheme you are applying for. This evidence is to be used for visa applications for tier 5 processing and certificate of sponsorships if relevant.
- 3.6) If a host company expresses interest in you, they will contact you and we will conduct an **assessment** for you at a convenient time for you and their convenience. ~~the host company will accept our decisions and will issue a training contract based upon this~~ you they will ask you questions normally related to your studies and experience.





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- 3.8) You receive up to 3 opportunities from a host company until you get the training offer. You should accept the first offer, unless you can provide a valid reason for not. If you are unsuccessful after 3 assessments then we review your continued position on the scheme. If it is in your best interests not to continue/ accept the employer interview, you will tell us this to avoid unnecessary time wasting to all parties. We will not accept bad behaviour or attitude and inappropriate communications with host companies during the interview and prior your arrival date. This will immediately lead to a termination of our services with the non refundable deposit kept by GEM.
- 3.9) If a host company is happy with you they will contact GEM and arrange the confirmation of Training scheme offer and key conditions.

#### 4. Fees

- 4.1) **Fees:** The fee structure is listed in a separate annexe 2 and made up accordingly. GEM will charge a programme fee to cover the services listed. The Sponsor fees are also included and immigration advisor fees. If you come through a college they may charge a fee for their services in advising you locally to deal with your college and family. The full fees are not paid or charged until a host company has accepted you for practical training. The only fees that are paid until that time are the registration fee as explained in clause 4.2. The refund policies are listed in clause 4.5 onwards.
- 4.2) **With your college we have arranged that all fees will be refunded in the case of visa refusal except the entry visa fee paid directly to the embassy and any bank charges. This fee is NON refundable under ANY circumstances.** Payment has to be made by paypal or bank transfer. You need to ensure you cover the bank or transaction cost of transferring money.
- 4.3) **We** also reserve the right to charge in exceptional circumstance to charge supplements onto requests for joint placements with friends, partners or family and specific requests such as location and type of host company. A proposal would be given to you for your decisions beforehand.
- 4.4) GEM will pass you the training scheme offer by email. If you wish to take this forward we then require **full payment** to be made to us. Fees are always updated in the New Year. Your school or agent may charge a handling fee. (Occasionally, there may be special offers or concessions on our normal fee to promote our products.) Once you have a offer, you have up to five working days to make payment otherwise we will cancel your offer and unfortunately remove you from the internship schemes. Fee details obtainable from agent or college if you go through them. Fees are paid by bank transfer. We will supply you with the account details.
- 4.5) A letter is required from your college or educational establishment to confirm you are a genuine students requiring practical training.
- 4.6) This fee is for the consultation and handling of your case and liaising with the host company and sponsor on your certificate of sponsorship (known as COS). Our fees will depend on the complexity of your case and requirements.  
  
The fees will need to be paid into our bank account by bank transfer with no deductions for bank charges.  
  
If you immigration case is complex then the fee structure may change.
- 4.7) Apart from visa refusal circumstances we cannot make any refunds if you hold your training offer, and



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the sponsorship process has commenced. So therefore any cancellation due for example (not exhaustive) to health reasons, family reasons, examination and academic issues or failure or change of mind cannot be refunded. We advise you to purchase insurance to cover these eventualities and risks.

- 4.8) You are responsible for your own costs of documentation certification, notarising, insurance, couriering costs to see the equivalency of qualifications and air fare and insurances.
- 4.9) We will help you find alternative host company if the company decides not to take you on before getting the certificate of sponsorship
- 4.10) For clarity, we do not refund any monies if your documents are proven fraudulent or have errors and omissions. We will not refund the registration fee under any circumstances
- 4.11) If the host company ends your training placement for any reason we do not refund any fees as this is beyond our control. Insurance is needed to cover this risk if you seek protection for this.

**5. Other Conditions**

- 5.1) For the avoidance of doubt, we are not qualified to give immigration advice and as such we will always check with the relevant authorities and pass you their comments or web site links. We will not be held responsible for their opinions or if policies by government change.
- 5.2) Certificates of sponsorships are also a separate procedure from Entry visa clearances. Sometimes, individuals may confuse the procedures and use the word visas or visa processing. It is important to be clear that we are referring to two distinct procedures and we are not responsible for Entry visa clearances; their success or failure, their applications or their costs.
- 5.3) If any evidence is proven to be fraudulent, incorrect, or has errors and omissions, GEM will not take responsibility for the implications. It is important you check your documentation carefully and think carefully about the application.
- 5.4) GEM will possibly make visits to the host employer and you to establish how you are progressing. If you have any questions or issues you are more than welcome to discuss them with us. However, once in your placement we cannot be involved with personnel issues which may normally be resolved by the host company internally.
- 5.5) A condition of taking an internship via GEM requires you to be a student of your college and have satisfactory references and the correct paper work. We are not responsible for medical and travel insurance, arranging your visa clearance or its costs or air flight costs or other expenses not mentioned. Please make sure you arrange travel and medical insurance.
- 5.6) GEM, the employers and the school may on occasion require you to be involved with publicity and promoting the internships.
- 5.7) We strongly recommend that you take an insurance policy to cover personal medical and travel situations. The conditions for the sponsor are one million pounds coverage.

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- 5.8) By commencing the process with us and forwarding your CV you agree to the terms and conditions as explained in this section. You have been deemed to have received and understood the terms and conditions of our service.
- 5.9) Sometimes, the host employer expects you to rotate in other departments or roles, the students need to be flexible. However they will be mainly following the agreed training plan.
- 5.10) It is understandable and possible for you to feel home sick or disorientated when you first arrive to a new country but this feeling will pass when you begin to make friends and get to know an area. We would recommend you allow some time to adjust. It can be an emotional time. In all cases, we recommend you talk to the employer about work related issues. Occasionally, the host company may wish to change the work experience plan or schedule of work with the consent of the students.
- 5.11) Occasionally expectations of both candidate and employer may differ. This can cause understandable anxiety, worry and stress. We would normally advise discussions with relevant line managers concerning these issues but if you do not feel comfortable we would suggest you email or call us with the issues and we will undertake a procedure of collecting the information and then providing you with some practical solutions and if necessary we will speak to the host company for you once we have understood carefully all the issues. Issues can be sensitive and privacy needs to be respected also.
- 5.12) Unfortunately and with regret, if you wish us to find an alternative host company for the internship/training scheme for you if you have issues with a current company we will need to charge you the cost of arranging this as this is beyond our normal control. We cannot with regret in the worse circumstances refund you as the fees are already arranged for COS and programme costs already committed. In our experience the situation very rarely gets to this position. We are always available for you to email us your concerns and provide guidance.
- 5.13) If you seek to circumvent or undermine the procedures by negotiating directly with the host employer we will need to charge you for the loss of income and terminate our relationship with you. We will also advise your school and agency of your behaviour.
- 5.14) All candidates must ensure they ask the host company all the questions they require answers for before accepting the training offer. We can help communicate with them but you need to check your understandings and must ensure all issues are addressed.
- 5.15) GEM cannot be held responsible for agreements signed by the candidates. This is between the host company and the candidate. You need to check your understanding. We cannot be held responsible for your final decision or the success of day to day relationships with the host company

**6. For the clarity and avoidance of doubts, GEM for internship work does not charge the host employer a fee or commission. Confidentiality and Data Protection:** All information passed to us will be treated confidentially and be subject to the UK data protection laws which GEM is registered for. We are require to *store safely your information and only share it with relevant people for the service you engage us for. So you must agree for us to pass your documentation on to host companies, Tier 5 Sponsors and immigration departments.*

We will not reveal contact information unless required for processing immigration documents or for the host company to interview you.

If you have any specific requests on data protection please do come back to us to discuss this.

In our experience, it is helpful for us to deal directly with the candidate or agency/ school but not **third parties** such as parents, financial sponsors or friends. We therefore will not be willing to reveal your details or your case to any of the third parties unless by prior agreement agreed by GEM.

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J. J. [Signature]  
(Deemed to be Director)  
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10. The terms and conditions are subject to English law.

Agreed by

On Behalf of Global Education Management Ltd

Frederick Young  
Director  
May 2013

A handwritten signature in blue ink, appearing to be 'F. Young', is written over the printed name and date.



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## Memorandum of Understanding

### The Parties

Global Education Management Ltd ( known as The Training Provider) Registered Office address Registered in England and Wales Company No 05415393 Registered Office 9 Amersham Hill Drive, High Wycombe, Bucks HP13 6QX and Bharati Vidyapeeth Deemed University – Institute of Hotel Management & Catering Technology, Pune 411043, State of Maharashtra, INDIA .

### The Objectives

For the Training Provider to arrange and support Cultural Exchange and Practical Training Experience for hospitality graduates and undergraduates in overseas destinations such as the UK, Maldives, UAE, Australia, and China.

This would complement the academic learning of the graduates on their degree level programmes.

### The Roles

For the Training Provider to support the students with their relevant Cultural Exchange and supporting documentation for their applications for sponsorship, training with their host company and support whilst on training.

For the College to promote, select and arrange suitable graduates and alumni for the programme and help with any academic documentation.

### Procedures

The College and Training Provider will arrange a suitable time for interested students to initially speak with Global Education Management Ltd and to receive copies of the students' resume. The process is to exchange information and offer career counseling support. This can be done remotely by using tools like skype, telephone calls or in person.

The Training Provider will then arrange support if students wish to undertake a commitment and meet the main conditions of each scheme in areas like academic qualifications, level of English, relevant work experience, financial standing and also attitude.

The Training Provider will pass its terms and conditions and procedures to the students directly. A copy of the content of the terms and conditions is included in this MOU as an annexe. The content of the terms and conditions covers services, procedures, and refund policies. Annexe 2 also includes fee information. Note that fee information may be revised if information changes or fees increase from the Suppliers like the Sponsor or Government.


In order to commence engagement the Training Provider will provide terms and conditions directly to the students and any fee information and requirements for registration fees.

Any payments will be made directly to the Training Provider by the Students for support services on the Cultural Exchange programme.

The College may choose to charge an administration fee to the Students for any support documentation it will issue or support given. The Training Provider is not involved with the College fees charged.

### Confidentiality and Data Protection

All information should be kept confidential and private and all data sufficiently stored and protected against misuse.

  
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**Termination and Amendments**

Either party can amend or change the nature of arrangements by writing officially to each other at each other's official address and mutually agreed by confirmation in writing. Changes will not affect work in progress or the current group of students. If there is a disagreement which is not resolved within 10 working days then either party can ask for the services of a professional arbitration firm to resolve matters with costs paid equally. We strongly recommend that any student issues are resolved through arbitration rather than by legal authorities. This has the added benefit of quicker resolution but also less costs on both parties and lack of clarity.

Either party can terminate the agreement with 30 days written notice however, any existing work would be honoured in terms of payments and completion i.e. candidates who have been accepted onto the scheme.

**Authority:** The agreement is honoured by the signing of this letter and exchange of commitments by a responsible and accepted representative of each party's organizations. In so signing the letter, an agreement is made formally. By signing you agree to the terms and conditions of outlined here and understand fully the implications involved.

**Successors in title:** The agreement can be honoured by successors in title i.e. if the organizations change names or addresses or personnel move roles. If the organization is declared bankrupt or any action is deemed illegal, it would not affect any rights accumulated. There are three pages to this agreement and this is deemed complete.

**Mutual indemnification.:** The parties agree that they shall defend, indemnify and hold harmless each other and their subsidiaries, successors, officers, directors and against any and all claims, demands, losses and liabilities arising directly or indirectly from the parties' acts or omissions related to or in performance of this agreement.

In witness where of, the parties hereto have signed this agreement effective as of the earlier date indicated below:

Signed by

Printed name: **MR. FREDERICK YOUNG**

Title: **DIRECTOR**

Date: **08<sup>th</sup> July, 2013**

Organisation in block letters: **GLOBAL EDUCATION MANAGEMENT LTD**

Signed By :

Printed Name : **PROF.A.M.D'SOUZA**

Title: **PRINCIPAL**

Date : **08<sup>th</sup> July, 2013**

Organisation in block letters and Address:  
**BVDU- INSTITUTE OF HOTEL MANAGEMENT & CATERING TECHNOLOGY  
KATRAJ – DHANAKWADI,  
PUNE 411043**





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- 3.5) **Evidence gathering:** We require a comprehensive file on yourself which includes passport copy, school references, copies of educational certificates, passport photos, and can include depending on scheme, location and country, medical reports, police report, insurance and copies of medical . The documents should be couriered to us at our office address. The exact documentation would vary according to the scheme, location and country. Please ask us the list of the documentations needed according to the scheme you are applying for. This evidence is to be used in many cases for tier 5 processing and certificate of sponsorships if relevant.
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- 4.6) **This fee is for the consultation and handling of your case and liaising with the host company and sponsor on your certificate of sponsorship (known as COS). Our fees will depend on the complexity of your case and requirements.**

The fees will need to be paid into our bank account by bank transfer with no deductions for bank charges.

If your immigration case is complex then the fee structure may change.

- 4.7) **Apart from visa refusal circumstances we cannot make any refunds if you hold your training offer, and**



Global Education Management Ltd  
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Tel 44 0 1753 642230 emailinfo@gemplacements.co.uk website [www.gemplacements.co.uk](http://www.gemplacements.co.uk)

the sponsorship process has commenced. So therefore any cancellation due for example (not exhaustive) to health reasons, family reasons, examination and academic issues or failure or change of mind cannot be refunded. We advise you to purchase insurance to cover these eventualities and risks.

- 4.8) You are responsible for your own costs of documentation certification, notansing, insurance, couriering costs to see the equivalency of qualifications and air fare and insurances
- 4.9) We will help you find alternative host company if the company decides not to take you on before getting the certificate of sponsorship
- 4.10) For clarity, we do not refund any monies if your documents are proven fraudulent or have errors and omissions. We will not refund the registration fee under any circumstances
- 4.11) If the host company ends your training placement for any reason we do not refund any fees as this is beyond our control. Insurance is needed to cover this risk if you seek protection for this

#### 5. Other Conditions

- 5.1) For the avoidance of doubt, we are not qualified to give immigration advice and as such we will always check with the relevant authorities and pass you their comments or web site links. We will not be held responsible for their opinions or if policies by government change.
- 5.2) Certificates of sponsorships are also a separate procedure from Entry visa clearances. Sometimes, individuals may confuse the procedures and use the word visas or visa processing. It is important to be clear that we are referring to two distinct procedures and we are not responsible for Entry visa clearances; their success or failure, their applications or their costs.
- 5.3) If any evidence is proven to be fraudulent, incorrect, or has errors and omissions, GEM will not take responsibility for the implications. It is important you check your documentation carefully and think carefully about the application.
- 5.4) GEM will possibly make visits to the host employer and you to establish how you are progressing. If you have any questions or issues you are more than welcome to discuss them with us. However, once in your placement we cannot be involved with personnel issues which may normally be resolved by the host company internally.
- 5.5) A condition of taking an internship via GEM requires you to be a student of your college and have satisfactory references and the correct paper work. We are not responsible for medical and travel insurance, arranging your visa clearance or its costs or air flight costs or other expenses not mentioned. Please make sure you arrange travel and medical insurance.
- 5.6) GEM, the employers and the school may on occasion require you to be involved with publicity and promoting the internships.
- 5.7) We strongly recommend that you take an insurance policy to cover personal medical and travel situations. The conditions for the sponsor are one million pounds coverage.





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- 5.8) By commencing the process with us and forwarding your CV you agree to the terms and conditions as explained in this section.. You have been deemed to have received and understood the terms and conditions of our service.
- 5.9) Sometimes, the host employer expects you to rotate in other departments or roles, the students need to be flexible. However they will be mainly following the agreed training plan.
- 5.10) It is understandable and possible for you to feel home sick or disorientated when you first arrive to a new country but this feeling will pass when you begin to make friends and get to know an area. We would recommend you allow some time to adjust. It can be an emotional time. In all cases, we recommend you talk to the employer about work related issues. Occasionally, the host company may wish to change the work experience plan or schedule of work with the consent of the students.
- 5.11) Occasionally expectations of both candidate and employer may differ. This can cause understandable anxiety, worry and stress. We would normally advise discussions with relevant line managers concerning these issues but if you do not feel comfortable we would suggest you email or call us with the issues and we will undertake a procedure of collecting the information and then providing you with some practical solutions and if necessary we will speak to the host company for you once we have understood carefully all the issues. Issues can be sensitive and privacy needs to be respected also.
- 5.12) Unfortunately and with regret, if you wish us to find an alternative host company for the internship/ training scheme for you if you have issues with a current company we will need to charge you the cost of arranging this as this is beyond our normal control. We cannot with regret in the worse circumstances refund you as the fees are already arranged for COS and programme costs already committed. In our experience the situation very rarely gets to this position. We are always available for you to email us your concerns and provide guidance.
- 5.13) If you seek to circumvent or undermine the procedures by negotiating directly with the host employer we will need to charge you for the loss of income and terminate our relationship with you. We will also advise your school and agency of your behaviour.
- 5.14) All candidates must ensure they ask the host company all the questions they require answers for before accepting the training offer. We can help communicate with them but you need to check your understandings and must ensure all issues are addressed.
- 5.15) GEM cannot be held responsible for agreements signed by the candidates. This is between the host company and the candidate. You need to check your understanding. We cannot be held responsible for your final decision or the success of day to day relationships with the host company
6. For the clarity and avoidance of doubts, GEM for internship work does not charge the host employer a fee or commission. **Confidentiality and Data Protection:** All information passed to us will be treated confidentially and be subject to the UK data protection laws which GEM is registered for. We are required to store safely your information and only share it with relevant people for the service you engage us for. So you must agree for us to pass your documentation on to host companies, Tier 5 Sponsors and immigration departments.
7. We will not reveal contact information unless required for processing immigration documents or for the host company to interview you.
8. If you have any specific requests on data protection please do come back to us to discuss this.
9. In our experience, it is helpful for us to deal directly with the candidate or agency/ school but not **third parties** such as parents, financial sponsors or friends. We therefore will not be willing to reveal your details or your case to any of the third parties unless by prior agreement agreed by GEM.

PRINCIPAL

Bharati Vidyapeeth  
(Deemed to be University)  
MHCT Pune-410 043.



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10. The terms and conditions are subject to English law.

Agreed by

Frederick Young  
Director  
May 2013

On Behalf of Global Education Management Ltd

*[Handwritten signature]*  
DIRECTOR  
043.