



# Education Abroad Canada Inc. (“EAC”) Exchange Student Contract

Name of Candidate: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Exchange Student: \_\_\_\_\_ Host Country: \_\_\_\_\_

Exchange Period: \_\_\_\_\_

We, \_\_\_\_\_ / \_\_\_\_\_  
(father's first and last name) (mother's first and last name)

are the parent(s)/guardian(s) of the above Candidate, and we hereby agree to the Candidate's participation in the Exchange Program in the Host Country and to act as a Host Family in accordance with the terms and conditions as set out below.

## 1. Parental/Guardian authorization:

During the Exchange Period, the Parents/Guardians agree to the terms of:

- the Candidate's **Custodianship Declaration**, wherein the Parents/Guardians agree to transfer parental rights over the Candidate to the host family and authorize the Candidate to participate in school programs, trips, excursions and family outings within or outside the country providing that these are duly chaperoned by responsible adults;
- and the Exchange Student's **Custodianship Declaration**, wherein the Parents/Guardians agree to accept the transfer of parental rights over the Exchange Student.

## 2. Fees & Cancellation Policy:

- Total cost of the program is \$3500 plus HST. A \$400 non-refundable deposit is required with the preliminary application and will be applied to the total cost of the program.
- No refund will be given if students do not complete the exchange for any reason
- The Fees for the Candidate's participation in the Exchange Program are payable by the Parents as follows:

<u>Payment</u>	<u>Amount</u>	<u>Due Date</u>
Deposit	\$400	To be submitted with the Application Form
Final Payment	\$3100 + HST	To be submitted with the Family File
Total Payment	\$3955	



- EAC must receive written notice of cancellation or withdrawal from the Exchange Program from the Parents, in which case:
  - EAC will refund all Payments, less the \$400 deposit if written notice is received more than 90 days before departure.
  - EAC will refund half of the Final Payment if written notice is received between 30 and 90 days (both inclusive) before departure.
  - There are **no** refunds of any amounts if written notice is received less than 30 days before departure.
- No refund will be given if students do not complete the exchange for any reason - see the Early Return section below.
- EAC declines all legal responsibilities concerning extra charges for excess baggage fees as stated by the airline and for internal flights in Europe as stated by the airline. International and Domestic flights: 1 suitcase not to exceed 23kg. The student backpack provided by EAC must not exceed 10kg.
- Parents/Guardians agree to reimburse EAC for any fees advanced to the Candidate by EAC.

## **EXCHANGE STUDENT'S EXCHANGE**

### **3. Hosting of the Exchange Student:**

With respect to hosting the Exchange Student, the Parents/Guardians agree:

- To act as a host family to the Exchange Student, or to another exchange student as designated by EAC (e.g. in the event that the Exchange Student is unable to participate);
- To respect the dates, departure and arrival times as set by EAC;
- To respect the rights of the Exchange Student, as a minor child, which shall, at a minimum, be in compliance with the Children's Charter of Rights,
- To have one parent at home during the exchange (i.e. both Parents/Guardians may not leave the home to travel while hosting a student unless the Exchange Student travels with them);
- To provide the Exchange Student with his/her own bed, including private space;
- To provide a clean and secure home, including bathrooms, and provide the Exchange Student with access to required facilities at all times; and
- To provide healthy, complete meals and snacks to the Exchange Student as required, having regard to the Exchange Student's reasonable needs;
- To provide a packed lunch to the Exchange Student on school days or to pay for the cafeteria expenses;
- To provide safe transportation to and from school to the Exchange Student;
- To ensure that the Candidate will use all reasonable efforts to maximize time spent with the Exchange Student, such as refraining from working during the exchange period;
- To cover all costs for the Exchange Student when family activities are organized

### **4. Parental Authorization:**

The Parents/Guardians will provide EAC with a police record check (vulnerable sector) for each parent, legal representative or any member of the family 18 years of age or over, residing in the home, at the time of the exchange. The original copy will be retained by EAC, for the duration of the exchange, with a copy to be retained for solely for record-keeping purposes.

## **CANDIDATE'S EXCHANGE**

### **5. Candidate's Participation:**

With respect to the Candidate's participation in the Exchange Program, including the Candidate's travel to the Host Country, lodging with their host family, and other activities as set out herein or as set out by EAC and EAC's European partners.

Requesting a Change of Host Family for the Candidate:



## 6. Requesting a Change of Host Family for the Candidate:

A change of a host family will only be done at the discretion of EAC and EAC's European partners, or in the event of an emergency. **The Parents/Guardians must provide EAC with written request of a family change for the Candidate as set out in Appendix 2.**

EAC encourages the Candidate and Exchange Student to integrate with their host families. While EAC makes reasonable efforts to ensure that the Candidate/host family and the Exchange Student are well suited to the Exchange Program, EAC makes no guarantees as to the personal experience that each Candidate, host family and/or Exchange Student may have.

## 7. Early Return:

In the event that the Candidate is required to return prior to Canada prior to the completion of the Exchange Program for any reason whatsoever, including the Parents/Guardians' request for the early return of the Candidate ("**Early Return**"), the following provisions will apply.

- The Parents/Guardians acknowledge that modifications may be required to the return airline ticket, and agree to pay all costs assessed by the airline for such change, including any changes for an unaccompanied minor that may be charged by the airline.
- The Parents/Guardians also agree to be wholly responsible for any additional transportation, administrative or other costs incurred as a result of the Early Return.
- Payment for all such expenses will immediately be made to EAC or as directed by EAC, upon request, and in any event, before the Candidate returns to Canada.
- The Parents/Guardians also authorize EAC to take all action and make all necessary travel arrangements for the Early Return of the Candidate.
- In the event of an Early Return, the Parents/Guardians consent to the Candidate's travel to Toronto, Canada from Europe without EAC representatives.
- The return date will be based on flight availability and EAC will use reasonable efforts to consider the Parents/Guardians' preferences, but makes no guarantees on travel arrangements.
- Upon arrival in Toronto, the Candidate will be responsible for clearing Immigration and Customs controls. Parents/Guardians will assume custody of the Candidate upon his/her arrival at the destination airport.
- The Parents/Guardians acknowledge that there are no refunds or compensations, in whole or in part, by EAC or its partners in the event of an Early Return.

## 8. Authorization for medical and surgical procedures – Hospitalization:

The Parents/Guardians consent to all medical procedures, treatments, surgeries, hospitalization, testing, evaluation or other ("**Medical Treatment**") as deemed necessary for the Candidate by medical authorities. Except in the event of emergency, EAC or the host Parents/Guardians, will use reasonable efforts to contact the Parents/Guardians and keep the Parents/Guardians informed on a timely basis about Medical Treatments to be administered to the Candidate.

## 9. Travel Arrangements:

Students on an EAC Exchange Program must travel as a group, to ensure that they are accompanied by EAC personnel. EAC will travel with students on regular scheduled flights between Canada and the Host Country. EAC personnel and coordinators are with the students from the time of arrival, during transfers and until they are met by their host families. However, students flying to domestic destinations within the Host Country, are accompanied to the departure gate and are then met at the Arrivals Terminal by an EAC representative and the host families. Students travelling by train are accompanied at all times by an EAC representative. Students are escorted by EAC's representatives for the return to Canada.

Since students must travel as a group, all travel arrangements must be booked as a group by EAC. Therefore, travel arrangements



using airline loyalty points, such as Aeroplan or any other travel points, for travel to the Host Country is not permitted. **EAC discourages the Parents/Guardians from travelling to the Host Country to visit the Candidate during the Exchange Program.** If the Parents/Guardians wish to travel with the Candidate from the Host Country after the exchange, EAC must be notified before the Candidate's flight tickets are issued that they will be withdrawing the Candidate from the group travel. EAC will use reasonable efforts to book flights as requested, but will not be responsible for additional fees, higher fares or any other costs associated with such request.

The Parents/Guardians are responsible for ensuring that the Candidate has all necessary travel documentation, permissions, authorizations, visas, etc. necessary for travel to the Host Country. The Parents/Guardians acknowledge that EAC will not be responsible for the Candidate's passport. In the event that the Candidate loses his/her passport, EAC will provide assistance in obtaining a replacement passport at the Canadian Embassy, but the Candidate will be responsible for any fees, including replacement fees.

**Individual trips outside the scope of the exchange program (ex: traveling alone to visit family in Europe) are not allowed and EAC does not accept responsibility for these and no insurance coverage is provided.**

The Parents/Guardians must authorize the Candidate's participation in all trips with the host family and school field trips. Additional parental consent must be provided for planned school field trips.

## **10. Rules and Regulations for Participation:**

- The Candidate's attendance at the Exchange Student's school is mandatory;
- The Candidate must use reasonable efforts to adapt to the lifestyle of the host family (schedules, meals, outings, chores);
- The Candidate is expected to be courteous and polite, which standards also apply to social media communications, via internet (blog, Facebook, etc.);
- The Candidate is expected to communicate their whereabouts to the host family at all times. All other unauthorized travel alone is forbidden;
- The Candidate must comply with all applicable laws;
- The Candidate may not drive any type of motorized vehicles including motorcycles;
- The Candidate is forbidden to hitch-hike;
- Possession and use of cigarettes and alcohol are forbidden\*;
- Possession and/or use of drugs\*\* are cause for an immediate return home;
- Candidates are responsible for paying any and all debts before returning to Canada;

Breach of these rules and regulations may result in immediate expulsion or suspension from the program and may result in an Early Return.

*\*The minimum legal age for consumption of alcohol and smoking of tobacco is 18 in Europe and is 19 in Canadian provinces other than Alberta and Quebec. Nonetheless, alcohol and tobacco is strictly prohibited. Students may not carry alcohol or wine in their suitcases, even if it is a gift from their host family to their Parents/Guardians.*

*\*\* If a child requires medication for the treatment or management of an illness (e.g. diabetes, anorexia, bulimia, schizophrenia, asthma, or any other type of illness), this must be identified in the medical report and on the application form.*

## **11. Permission for display of photos, comments, films:**

Unless EAC receives written notice otherwise, the Parents/Guardians grant permission for the Candidate to be photographed or filmed in the course of participation in the Exchange Program, including preparatory meetings or during excursions, and consent to the collection, use, and publication of images of the Candidate, including in presentations by EAC or on the EAC web site.



**12. Waiver of Liability:**

The Parents/Guardians, on behalf of their respective heirs, successors and assigns, waive any rights, claims, demands, actions, or causes of action howsoever arising, against EAC, its directors, officers, agents, partners, employees, successors and assigns ("**EAC Parties**") with respect to the Candidate's participation in the Exchange Program, excepting any acts or omissions of gross negligence of EAC. Without limiting the generality of the foregoing and except in the case of EAC's gross negligence, EAC assumes no responsibility for any damages, losses, claims, expenses and costs as a result of the Candidate's failure to complete the Exchange Program for any reason, including but not limited to not getting along with the host family, requesting an Early Return, illness, missed or cancelled flights, connections or flight delays, strikes or natural disasters, or breaching the Rules and Regulations.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date below.

Signed on: \_\_\_\_\_, 20 \_\_\_\_ at \_\_\_\_\_

Candidate's Signature: \_\_\_\_\_

Father: \_\_\_\_\_ Mother: \_\_\_\_\_



**APPENDIX 2**  
**SAMPLE FORM OF REQUEST FOR HOST FAMILY CHANGE**

TO: Education Abroad Canada Inc.

RE: Change of Host Family or an Early Return for \_\_\_\_\_

We, \_\_\_\_\_ request that EAC organize a change of Host Family for our child, named above, presently in France. It is understood that EAC will inform us within 48 hours, of the address, telephone number and e-mail of the new family.

In the event that a change of Host Family is not possible, we consent our child's Early Return to Canada and we accept the conditions of an Early Return, as set out in Section 7 of the Exchange Student Contract. Further, we will pay all costs associated with the same, including but not limited to transportation to the airport, hotel accommodation and airfare charges. Specifically, children aged 14 and younger travelling on certain airlines, including, Air Canada and Air France, must be placed under the care of the flight attendant at our expense. We agree that EAC if incurs any such costs on our behalf, we will immediately reimburse EAC for the same upon request.