

Winter Work Canada Terms & Conditions

I, the undersigned have applied to become a participant on the **Winter Work Canada** program (the Program), offered by the American Institute for Foreign Study (Australia) Pty Ltd (AIFS) ABN 58 087 638 499 and its partner SWAP in Canada.

I acknowledge and agree that the Program is offered by AIFS subject to these Terms and Conditions (Terms). I accept these Terms and agree to be legally bound by them.

1. Declaration

- a) I confirm that I will use AIFS/SWAP Resume Guide to put my resume (CV) into the format required by Canadian employers.
- a) I understand that my Canadian employer will expect me to remain in for the entirety of the employment contract.
- b) I understand that AIFS and SWAP will do their best to find me a job offer in the role(s)/location I've selected and if so, I will accept this role.
- c) I understand that although I am being placed in a job in Canada, my employer can terminate my contract should I not be able to perform my work responsibilities to the employer's satisfaction.
- d) I understand that in the case of a placement termination, I will continue to be offered SWAP's support services, including job search support.

2. Eligibility & Compliance

- b) I confirm that I am eligible for a Working Holiday Visa and understand that it's my responsibility to apply for this visa in time for my job start date.
- c) I will comply with all visa and screening requirements. I will be responsible for maintaining a valid passport and complying with all vaccinations and immunisation requirements.
- d) I will purchase and hold international medical insurance for the full duration of my Program. before departure.
- e) I will review all preparatory materials provided to me before and upon arrival in Canada.
- f) I have at least one year of recent employment experience (casual, part-time, or full-time).
- g) I will abide by all appropriate regulations and instructions of the Canadian Government and obey all applicable laws.

3. Application Review, Interviewing & Placement

- a) While AIFS will endeavour to secure you a placement, your placement is not guaranteed. Placements will depend upon your application, experience and available jobs at the time of your application.
- b) Interviewing and placements typically occur from June to November.

- c) Most employment will commence from the last week of November or the first week of December and will conclude at the end of March. Applicants who wish to start at a later date or finish earlier will only be accepted onto the Program if AIFS has confirmed that these dates can be offered.
- d) Most Winter Work Canada jobs are located at Banff and Whistler. Applicants can nominate location and job type preferences however AIFS and its partner cannot guarantee the location nor the position. Work will be offered according to availability, the applicant's experience, and the time of year that the applicant applies to the Program.
- e) You will be contacted by either AIFS or AIFS' partner to request an interview for a position. Failure to respond within 48 hours is grounds for cancellation of your application with no refund payable.
- f) While AIFS will endeavour to secure you a placement, your placement is not guaranteed. Placements will depend upon your application, experience and available jobs at the time of your application.
- g) Your contract will include a work placement, subsidised accommodation, and a lift pass. It is your responsibility to read your contract carefully and understand any related costs outlined in your contract. These may include your contribution to the cost of your accommodation, a holding deposit for your lift pass and other placement related costs.
- h) Employment contracts are non-negotiable. Position descriptions and employment criteria including start/end dates, remuneration, work hours, accommodation costs and all other inclusions are non-negotiable. It is ultimately your responsibility to assess the suitability of the employment offered to you.
- i) Offers are communicated via email. You are required to respond within 48 hours to accept your offer.
- j) Resorts may require police checks or fingerprinting as a requirement of your employment.
- k) At the completion of your visa, you are required to return to your home country on or before the expiry of your 'duration of stay' as determined by Canadian immigration and will not attempt to return subsequently to Canada without a valid and current visa.

4. Program Fees & Other Costs

- a) 2025 program fee: \$1550, payable in 3 instalments:
 - a. \$299 (non-refundable) – due upon application
 - b. \$450 – due within 14 days of CV/passport review or within 48 hours of your initial interview
 - c. \$801 – due within 14 days of receiving your contract. Failure to do so may result in your cancellation from the Program without refund.

- b) Combi Discount: \$100 off third instalment for participants who completed another AIFS program within 12 months.
- c) Payments are due within 14 days of invoice.
- d) The third instalment must be paid within 14 days of your placement offer.
- e) If AIFS fails to place you by November 30, you will be refunded your 2nd instalment.
- f) If you withdraw before placement, all paid instalments will be forfeited unless due to certified medical reasons (excluding the first payment).
- g) If you withdraw after placement but before departure, no refund will be issued.

5. Cancellations and Refunds

- a) No refund is applicable to the Registration payment.
- b) If I wish to cancel my Program greater than 28 days prior to my scheduled start date I will be eligible for a 50% of my Final Payment.
- c) I understand that if I withdraw or cancel from the Program for any reason, within 28 days prior to the commencement of my Program, no refund will be payable. Refund requests must be made in writing.

6. Background Information & Privacy

- a) I understand that my details will be forwarded to AIFS in Australia and its Canadian partner and to prospective employers in order to facilitate a job placement for me. By providing information to AIFS, I consent to the processing of this information in accordance with Terms of the Program and the Australian Privacy Act 1998.
- b) I understand that failing to provide full and accurate responses to the questions asked in this application, may result in the rejection of my application for pre-placement in employment.
- c) I hereby warrant that the information I have given in the application form completed by me is accurate. I also declare that all qualifications gained and certificates and references provided, including photocopies are genuine. AIFS reserves the right to decline an application. Reasonable precautions are taken to protect personal information from loss, misuse, unauthorised access, unauthorised disclosure, alteration and destruction.

7. Indemnity

- a) I will indemnify AIFS, its staff, agents and all affiliated organisations from any damages, losses or claims resulting from my participation on the Program.

- b) I agree that AIFS may take such actions as it considers necessary regarding my health and safety during my time on the Program, including securing medical treatment for me and transporting me to my home country.
- c) I release AIFS from any liability relating to the medical care received and agree to pay for any medical or transportation expenses that are not covered by insurance.

8. Warranty and Dispute Resolution

- a) There is no warranty as to the satisfaction or compatibility of any candidate as an Applicant for a particular Employer. Where a dispute arises, the parties must use reasonable endeavours to resolve any dispute, controversy or claim arising out of, relating to or in connection with these Terms through negotiation between them.
- b) This clause shall survive termination of the Program and these Terms.

9. Force Majeure

- a) If the placement is cancelled due to Force Majeure, AIFS will endeavour to find another placement however AIFS will not be liable for refunds or pay any compensation to you.
- b) Force Majeure includes but is not limited to natural disasters, acts of government or authorities, war or the threat of war, pandemics, acts of terrorism, airline strikes or any other major event which is out of the control of AIFS.

10. Release of Claims Against AIFS

- a) I unconditionally release AIFS from any claims for damage, injury, loss, or expense of any sort incurred in connection with the Program. This release includes, but is not limited to, liability for any intentional or negligent acts or omissions by me while my Program is active.
- b) Every effort is made by AIFS to ensure the suitability of the Applicant to the work offered by an Employer for pre-placed employment however it is the responsibility of I, the Applicant to be satisfied as to the appropriateness of the employment offered to me.

11. Privacy Consent

- a) I understand that the application to the Program requires me to disclose sensitive and personal information. I understand that if I request a preplaced job, this application will be sent to AIFS and AIFS will then forward my application to prospective employers in an effort to obtain a placement for me in the Program. In the unlikely event of a legal claim, lawsuit or arrest in connection with my participation in the Program, it may be necessary to provide my application to

attorneys or insurers, if AIFS receives a valid court order or subpoena, to whatever entity is determined to have a legal right to obtain this information.

- b) The AIFS Privacy Policy provides that my personal information will not be disclosed to any other parties unless I am given notice and an opportunity to object, AIFS takes reasonable precautions to protect personal information from loss, misuse and unauthorised access, disclosure, alteration and destruction. By completing and submitting this application, I am authorising AIFS to disseminate the information that is contained in my application in the manner and for the purposes set forth above.
- c) I understand that I may revoke this consent at any time and I can request access to my personal information by sending a written request to AIFS.

By submitting your details, you're subscribing to our emails and confirming that you are 16 or over. This will give you access to exclusive updates, offers and invites to our events!

Remember you can unsubscribe at any time. Simply contact us at winterwork@aifs.com.au or follow the "unsubscribe" links at the bottom of our emails. Click here to view our full [Privacy Policy](#).