



Cancellation Guarantee



Background

This document sets out the terms and conditions of the cancellation option a Participant may choose to purchase in relation to a program offered by WEP (the **WEP Cancellation Guarantee**).

The WEP Cancellation Guarantee allows the Participant to terminate the relevant contract and thereby cancel participation in the program they have enrolled in, prior to departure, and to obtain a refund of certain amounts paid for the program in the circumstances described below.

The WEP Cancellation Guarantee operates in addition to the Participant's rights under applicable laws.

Cost of the WEP Cancellation Guarantee

The WEP Cancellation Guarantee is not included in the program fee. The cost of the WEP Cancellation Guarantee (the **WCG Fee**) is 6% of the full fee of the program the Participant has enrolled in. The WCG fee must be paid in full at the time of enrolment, or with the first instalment of the program fee at the very latest. Once paid, the WCG Fee is non-refundable in any circumstances.

Effective date and duration of the WEP Cancellation Guarantee

The WEP Cancellation Guarantee covers only certain amounts paid for the services subscribed as part of the program chosen when the Participant initially enrolls. Additional services booked at a later date are not covered.

Coverage under the WEP Cancellation Guarantee:

- commences at the time WEP receives payment of the WCG Fee; and
- ends at the time the Participant is scheduled to leave for the country in which the program takes place

Scope of the WEP Cancellation Guarantee

The WEP Cancellation Guarantee grants the Participant the option to terminate the relevant contract in the following cases only:

- The Participant or a parent or sibling of the Participant dies.
- The Participant or a parent or sibling of the Participant suffers a serious health problem (other than a pre-existing illness or condition) which prevents or seriously impacts Participant's ability to participate in the program. The Participant (or their legal guardian(s)) must promptly notify WEP in writing of any such serious health problem, and within 24 hours of the notification, must provide relevant medical information from a qualified medical practitioner which substantiates the serious health problem and its impact on participation in the program.
- The Participant is unable to participate in the program due to a requirement to repeat a year of school, which prevents the Participant from completing or postponing the Program. Any such situation must be promptly notified to WEP in writing, by the relevant school.

- The Participant is required to undertake further studies or examination in their home country because of poor results. Any such situation must also be promptly notified to WEP in writing by the relevant school, along with evidence of academic results and a declaration from the relevant school substantiating the circumstances.
- The Participant is unable to participate in the program due to refusal of the project by the Participant's school (for programs offered to secondary school students). In this case, an official written declaration from the school substantiating the circumstances must be received by WEP no later than 4 months before the scheduled program start date.
- The Participant's identity documents required for expatriation are stolen within 72 hours preceding the scheduled departure and it is materially impossible to replace such documents within 15 days after the scheduled departure. In this case, WEP must be promptly notified in writing of the circumstances and provided with a report from police authorities acknowledging the theft.
- The Participant is unable to reach the relevant place of departure at the relevant time because of a serious natural disaster. In this case, the Participant must provide written evidence to WEP substantiating the circumstances.

Cancellations and/or modifications to the program caused directly or indirectly by causes that cannot be objectively documented, by mental illness or by pre-existing illnesses/conditions, as well as anything that is not expressly indicated in the points above, are excluded from coverage under the WEP Cancellation Guarantee.

If substantiation or other information or evidence is required, but is not provided in time, or when provided does not, in the reasonable opinion of WEP, clearly establish the entitlement to exercise the WEP Cancellation Guarantee, the WEP Cancellation Guarantee may not be exercised.

If the WEP Cancellation Guarantee is not exercised, the article "Cancellation and Refunds – Cancellation by Participant" of the applicable WEP General Conditions will be applied to determine the parties' entitlements to sums already paid.

Exercise of the WEP Cancellation Guarantee

A Participant who is entitled to and wishes to exercise the WEP Cancellation Guarantee must promptly inform WEP by email (with acknowledgment of receipt) or registered mail (with acknowledgment of receipt), documenting the request and providing all required substantiation or other information or evidence before the scheduled departure date. WEP will then undertake the necessary checks.

Where the WEP Cancellation Guarantee has been validly exercised, all amounts paid (other than the WCG Fee) will be refunded within 30 days from the date WEP receives the request from the Participant.

The WEP Cancellation Guarantee is not a contract of insurance for any purpose including the *Insurance Contracts Act 1984* (Cth).

The WEP Cancellation Guarantee is governed by Australian law.