

## Gina & Partners (NZ) Ltd Studying Abroad & Internships Terms and Conditions

### Article 1 (Application Conditions)

1. Applicants must be physically and mentally healthy and able to fully understand the application requirements for Gina & Partners (NZ) Ltd (hereinafter referred to as "the Company" and including any agents of the same that are authorised by the Company) programs, travel for the purpose of language training, study abroad and internships. Applicants must also be able to comply with the regulations of the company, the study abroad and internship hosting organizations, as well as the laws and regulations of New Zealand.
2. Applicants must notify the Company at the time of application if there are any health concerns or where there is a requirement for special consideration. In some cases, the Applicant may be asked to submit a doctor's certificate. Depending on the circumstances, the Applicant may be denied participation in a program.
3. Parental consent is required for any Applicant under the age of 18.
4. Any Applicant under the age of 18 who applies for a study abroad program must agree to, and comply with the agreement and rules of conduct separately established by the Company. Even if the Applicant is over 18 years of age, the same regulations apply as those under 18 years of age while enrolled in a local high school in New Zealand.

### Article 2 (Application and Contract Formation)

1. An application and contract under these terms and conditions is deemed to be concluded when the Applicant submits to the Company the designated program application form based on these terms and conditions, pays the fee(s) specified on the invoice (hereinafter referred to as "the Applicable fee(s)"), and the Company confirms receipt of the application form and the Applicable fee(s). However, this does not apply if the time of contract formation is separately determined between the Company and the Applicant.
2. In the case of a group program, the contract will be concluded when the group manager pays the Applicable fee(s) to the Company and the Company accepts it. Regarding air tickets and overseas travel insurance, separate regulations of the airlines and insurance companies apply.

3. The Company may charge emergency arrangement fees if deemed necessary by the Company due to timing or other circumstances

### Article 3 (Rejection of application)

The Company will reject an application if it determines that any of the following circumstances exist:

1. When the Applicant is under 18 years of age and does not have parental consent to studying abroad.
2. There is an objectively poor chance that the Applicant will be accepted to study abroad, such as when the program or course of the Applicant's desired school or institution does not have capacity to accept the Applicant.
3. When the Company determines that it will be difficult for the Applicant to complete the necessary procedures by the application deadline of the desired school etc. or the start of internship etc.
4. If the Company determines that the Applicant is at risk of engaging in acts that violate national laws or public order and morals, or that the Applicant may hinder the smooth implementation of the program at the host school or host organization.
5. If the Company determines that an Applicant is unsuitable for studying or working abroad based on their past medical history or current mental and physical health condition.
6. Any other case(s) that the Company deems to be inappropriate.

### Article 4 (Scope of the Program)

The programs that the Company offers provide support based on the application conditions, including handling of the application process for admission to the desired program, offering information and counseling up to the point of departure. However, it does not guarantee admission to the Applicant's desired educational institute, work placement organisation, improvement of academic performance, completion or graduation from the course, or acquisition of any qualifications. The program services are as follows:

#### 1. *School Selection*

The Company will conduct counseling with the Applicant to assist the selection of the Applicant's NZ based school and course(s).

#### 2. *Admission procedures on behalf of the Applicant*

The Company will handle obtaining and preparing the necessary application forms, sending documents, transferring fees, and obtaining an admission certificate (or its equivalent).

#### 3. *Internship arrangements*

The Company will provide administrative support for arranging companies to accept paid or unpaid work experience and also for contract procedures.

4. *Accommodation procedures on behalf of the Applicant*

In accordance with the Applicant's wishes, the Company will handle applications for homestays and dormitories to suit the specific internship period.

5. *Applying for overseas travel or study abroad insurance*

When participating in the study abroad program, educational institutes require travel insurance, specified by the New Zealand government.

6. *Local support*

The Company will provide local consultation and problem-solving support during the Applicants stay in New Zealand. In addition, if the Applicant is under 18 years of age and applying for a study abroad program at an intermediate school, a high school, or a language school, the Applicant is required to apply for local support. Even if the Applicant is over 18 years old, the Applicant is required to apply for local support while enrolled in a local high school in New Zealand.

Article 5 (Miscellaneous Expenses)

1. *Services that the Company provides*

This will be clearly stated in the quotation under study abroad/internship fees.

2. *Services that the Company does not provide*

All expenses other than those mentioned in the previous paragraph.

Including, but not limited to:

- International flight ticket fare
- Visa application medical examination fees
- Medical expenses in the event of injuries or illnesses
- Transportation costs from the homestay accommodation or intern accommodation to the language school or internship location

3. If, for any reason, the applicant is unable to secure a job placement within the number of interviews deemed legitimate by the Company, the applicant may arrange up to three additional interviews by paying an additional NZ\$575.00 (inclusive of GST).

Article 6 (Payment of Expenses)

1. After submitting the program application form, the Applicant must transfer the Applicable fee(s) to the account specified on the invoice by the due date as specified by the Company.
2. Until the Applicant pays the Applicable fee(s) set forth in the preceding paragraph, the Company cannot begin any

arrangements, and if payment is not confirmed by the due date, the Company may suspend provision of the program to the Applicant.

3. All bank transfer fees required for payment of expenses and bank transfer fees required when the Company refunds the Applicant shall be borne by the Applicant.

Article 7 (Cancellation and change of fees after application)  
Should the Applicant cancel the offer after the contract has been concluded as provided for in Article 2, the following provisions shall apply. Any cancellation must be reported to the Company in writing (including by email) by the Applicant himself/herself; oral reports will not be accepted. However, this does not apply if separate provisions regarding cancellation and change of fees after an application has been made are established between the Company and the Applicant.

1. Of the Applicable fee(s) paid at the time of application, the Cancellation fees stated in the attached document will be treated as cancellation fees.
2. The refundable amount shall be calculated based on the calculation in the attached document.
3. The Company may deduct the Cancellation fees set forth in Paragraphs 1 from the Applicable fee(s) received from the Applicant. Please note that for institutions other than the Company (such as schools, insurance companies, airlines, travel agencies, bus companies, etc.) involved in the program, their respective refund policies will apply separately.
4. If the Applicant wishes to change the conditions of the Applicants study abroad program, including the location, change fees will be charged and the changes will be made accordingly. However, in the situation where a program needs to be canceled which the Applicant has already applied for, it might be necessary to apply for a new program depending on the arrangement.

Article 8 (Termination by the Company)

If the Company determines that the Applicant is subject to any of the following cases, the Company may immediately cancel this agreement, regardless of whether the program has commenced or not. In this situation, except for case 2 (3), the Applicant cannot demand any monetary payment from the Company for any reason, including penalties, damages, etc.

1. When the Applicable fee(s) is not paid by the due date outlined in Article 6.
2. If the following circumstances occur regarding visa application procedures:
  - (1) When travel documents, etc. are not submitted by the specified date.
  - (2) When it is determined that the submitted travel documents are incomplete.
  - (3) If an application for an NZETA or visa is denied by the authorities of the country of

- travel (this is determined by the Immigration Department of New Zealand, and the Company shall not be held responsible in the case of a failure to obtain an NZeTA or visa). In this case, all the Applicable fee(s) already paid will be refunded, excluding cancellation fees and non-refundable fees paid at the time of application.
3. When the Company needs to contact the Applicant, but despite reasonable efforts, the Applicant does not respond for one month or more.
  4. When it is discovered that the information about the Applicant, which the Applicant has provided to the Company contains falsehoods or significant omissions.
  5. When the Company determines that the Applicant is a member of an organized criminal group, a quasi-member of an organized criminal group, or a person connected to an organized criminal group or other anti-social force.
  6. When the Applicant makes violent or unreasonable demands against the Company or a business partner.
  7. When the Applicant acts in a manner that violates the law or public order and morals.
  8. Any other case equivalent to any of the provisions in this document where the Company determines that a situation has arisen that makes it impossible to maintain a trusting relationship with the Applicant.
2. If the Company incurs damages due to the Applicant's intentional or negligent acts, the Applicant shall be liable to compensate the Company for damages.
  3. If the Company determines that the Applicant has engaged in conduct that damages the trusting relationship between the Company and the internship host organization, the Applicant shall pay a penalty of NZ\$1,000.00 (including GST) to the Company. However, if the Applicant is unable to complete the internship contract period due to unavoidable circumstances, such as a doctor's certificate revealing that the Applicant has become injured or ill, or if the period is shortened after the program arrangements have begun, the Applicant and the Company may negotiate a waiver of all or part of the penalty.
  4. Applicants are responsible for entering into employment contracts with the host organizations, and the Company shall not be held responsible for any explanations regarding employment contracts.
  5. When terminating the employment contract with the host organization, the Applicant must follow the procedures to terminate the employment contract in accordance with the provisions of the employment contract set out by the host organization and the instructions given by the host organization's staff.

#### Article 9 (Disclaimer)

The Company shall not be liable for any failure to carry out a program due to reasons beyond the Company's control, such as the following:

1. Natural disasters, war, riots, and suspension of services such as transportation or accommodation. When the Applicant suffers damage due to an order from a governmental agency or other reasons beyond the control of the Company.
2. When the Applicant is unable to obtain a visa for New Zealand or when the Applicant is not granted permission to travel from the destination country (this is determined by the immigration bureau of each individual country)
3. When the applicant's enrolled school, internship host organization, work experience host organization or accommodation changes its conditions or is unable to accept the applicant due to unavoidable circumstances.

#### Article 10 (Applicant's Responsibilities)

1. After arriving in New Zealand, Applicants will act at their own risk, and the Company will not be held responsible for any accidents or issues that occur during their stay.

#### Article 11 (Changes to Program Content, etc.)

The Company will provide the services of this program based on the latest information sent by the local contractor and the host school. However, the program services may be subject to change due to unforeseen circumstances with the local contractor and the host school. In this case, the Company shall not bear any responsibility.

#### Article 12 (Personal information)

1. The Company will use the Applicant's personal information (such as name, address, telephone number, email address, etc.) that the Applicant enters on the Company's designated application form only to the extent necessary to communicate with the Applicant, to arrange transportation or accommodation, language schools or placement at internships, etc. for the program they are applying for, and to process the Applicant's visas.
2. The Company will maintain the accuracy of personal information and will manage it safely. In order to prevent the loss, damage, falsification, leakage, etc. of personal information, the Company will put in place appropriate security measures against unauthorized access, computer viruses, etc., and will take appropriate safety measures within reasonable limits.

Article 13 (Jurisdiction)

Any litigation relating to these terms and conditions shall be subject to New Zealand Law and heard within the jurisdiction of New Zealand.

Article 14 (Changes to Terms and Conditions)

This agreement may be subject to change without notice due to circumstances.

Article 15 (Governing Law)

These terms and conditions shall be governed by and construed in accordance with the laws of New Zealand

Gina & Partners (NZ) Ltd

NZBN:9429036550579

5 December, 2025

## Study Abroad/Internship Terms and Conditions Attachment - Regarding Article 7 (Cancellation/Change fees after Application)

### **Cancellation fees (Including GST)**

<Our Cancellation fees>

The following cancellation fees will apply regardless of the timing of the cancellation request after the application and contract have been made as stipulated in Article 2.1 of the above Terms and Conditions.

- (1) NZ\$150.00;  
If the application is for language study\* only and the price of our additional optional service is less than NZ\$1,000.00.
- (2) NZ\$1,000.00;  
If you apply for a program other than (1) above.

<Cancellation fees for third party\*\*>

After the application and contract have been made as stipulated in Article 2.1 of the Terms and Conditions, the following additional cancellation fees will be incurred if applicable.

Cancellation fees for services provided by third-party organizations\*\* (in accordance with the cancellation policies of the respective organizations)

### **Calculation of Refund (Including GST)**

In the event of cancellation, the refundable amount shall be calculated as follows:

- (1) If you are applying for language study\* only and our additional optional service is less than NZ\$1,000.00:

(The Applicable fee(s) – Cancellation fees) × the following percentage

Calculated from the day before arrival\*\*\*

- Cancellation 30 days or more before arrival: 100% refund
- Cancellation between 29 and 14 days before arrival: 80% refund
- Cancellation between 13 and 7 days before arrival: 70% refund
- Cancellation between 6 and 3 days before arrival: 50% refund
- Cancellation from 2 days to the day of arrival or after arrival: No refund (0%)

- (2) Refunds for programs other than (1) above:

(The Applicable fee(s) – Cancellation fees) × the following percentage

Calculated from the day before arrival:

- Cancellation 45 days or more before arrival: 100% refund
- Cancellation between 44 and 30 days before arrival: 90% refund
- Cancellation between 29 and 14 days before arrival: 70% refund
- Cancellation between 13 and 7 days before arrival: 50% refund
- Cancellation from 6 days to the day of arrival or after arrival: No refund (0%)

Remarks:

\* "Language study abroad" refers to enrollment in an English language course at a language school.

\*\* "Third party" refers to any company other than the Company that is involved in the arrangement of the program.

\*\*\* If the applicant is in New Zealand at the time the contract is concluded, the period shall be counted from "the day before the start of the program", not "the day before the arrival".