



## **Praktikum Down Under Terms and Conditions ( 1 + 8 pages )**

Please read these terms and conditions and the FAQ carefully. Participation in the internship program indicates that you accept these terms and conditions.

### **Definitions**

#### **'Client'**

a person or group that uses the professional advice or services of an agency.

#### **'Employment Agreement'**

contract between employer and employee.

#### **'Mediating Company'**

company that's assists students in finding a suitable internship or accommodation.

#### **'Host Company'**

company where internship will take place.

#### **'Accommodation Company'**

company providing accommodation.

#### **'Internship'**

work experience.

#### **'Code of Conduct'**

a set of conventional principles and expectations that are considered binding on any person who is a member of a particular group.

#### **'Medical Certificate'**

written statement concerning a person's health .

## **General Terms & Conditions**

**The mediating company, Praktikum Down Under, hereafter called MC**

**The accommodation company, hereafter called AC**

### **1. General Terms & Conditions**

1.1 All clients must have medical insurance and public liability insurance. This is at responsibility of the client.

1.2 All clients must have a sufficient English level to participate on the Program.

1.4 The client is responsible for all of his or her acts along with any loss or damage resulting from those acts while on the Program.

1.5 The client agrees with communication, invoice and automatic reminders per email.

## **2. An Internship offer**

2.1 An 'Internship offer' means an offer of an internship with a business or other legal entity for a designated period of time;

2.2 The Internship does not constitute an Employment Agreement or any offer of employment with either the MC, or the Host Company.

2.3 The MC does not guarantee the location or business for any Internship Offer.

2.4 The search for a suitable internship according to your requirements will be carried out up to three times. When there is no match after communication between the student and three companies, no further placement procedure will be carried out.

2.5 When the first internship is found, this can be refused by the student based on a valid reason which will be explained to the MC. Then, a second internship is to be searched. When the MC starts its research for a second company, the first installment will not be entirely refunded. That is, when the provided internship satisfied the foregoing requirements.

2.6 The search for the internship takes place in Australia or New Zealand and occurs on behalf of education requirements and the concerning branch of study. Requirements should be notified in advance; to be passed on to the regarding contact person in Australia or New Zealand. After the provided internships, students cannot refuse according to unfamiliar information requirements at the MC internships.

2.7 The MC has the right to provide an internship within maximum three weeks before the internship starts. If the MC doesn't succeed before this period, the first instalment can be claimed back according to item 7.10 of these general conditions.

2.8 The search towards an internship and the use of personal customer information is yet to be carried out after settling the first instalment.

2.9 An internship agreement between student and company is to be made up after finding a suitable internship and the approval of the education. This agreement is to be send to the company after the student's consent. After that, the agreement will be send to the student to sign.

2.10 When the internship agreement is send to the regarding student or the student is informed about this; the MC has carried out the mediation commitments and this service, including costs, will therefore be passed on to the student.

2.11 When the applicant uses the provided contact details of potential internship companies for his/her own benefit; for instance by making an appointment about or with an internship company without notification of the MC or sharing contact details with others or other organisations. The MC has the right to pass on the costs of a completed internship mediation and caused damage to our image/reputation to the concerning customer.

2.12 After signing the internship agreement we will contact you about the accommodation. From this moment on the MC check the availability and prices of the accommodation.

2.13 The MC cannot guarantee any Internship placement within a certain timeframe. External factors (such as available companies, flights, visa approval, etc.) prohibited us from being able to guarantee a specific date or timeframe. As such, you agree that we will not be held liable for any inconvenience or loss of income arising from a delayed matching or placement process. You acknowledge that any expected timeframe for placement given by us is indicative only and not binding.

### **3. Change of Host Company**

A 'Host Company' means a business or legal entity offering an Internship opportunity to the MC. Requests for a change of Host Company will only be considered under the following circumstances: The Client has arrived and commenced their internship; AND one of the following occurs:

- a) Inability of the Host Company to continue the internship;
- b) Sexual harassment or discrimination against the client;
- c) Racial or religious vilification against the client;
- d) Breach of Occupational Health and Safety regulations affecting the client;
- e) Bankruptcy of the company before or at arrival of the client;

### **4. Change of the Internship start/end date**

4.1 Requests by the client to postpone the start date of their Internship will only be granted if the Host Company agrees to the postponement;

4.2 The client agrees to notify the MC immediately if the internship ends prior to the agreed date on the signed Internship offer.

### **5. Code of Conduct**

All Clients must adhere to the host companies Code of Conduct for the duration of their internship which includes.

5.1 The client will be punctual and adhere to the policies of the Host Company which may be set out verbally, in a staff handbook or provided through the course of training;

5.2 Requests for sick leave must be reported directly to the Client's Supervisor at the Host Company at the commencement of business on the day that leave is to be taken. Only messages by the client

given over the phone will be accepted. Sick leave of 2 days or more must be accompanied by a medical certificate;

5.3 Any request for holidays or other leave must be made in writing to the host company and are subject to the approval of the host company.

5.4 The Client is not permitted to enter into any direct Employment Agreement with the Host Company;

5.5 The Client is not permitted to negotiate payment or any other benefit with the MC or the Host Company.

5.6 The Client will be responsible for any loss or damage resulting from his or her acts while taking

part in the Program. The Client agrees to indemnify the MC, the Host Company, or any other party that may suffer loss by reason of the Client's conduct; As an Client you must be insured for any possible damage you can cause during your internship. The MC is not responsible for this.

5.7 The Client must adhere to the Host Company's rules and company culture during business hours. The Client must behave in an orderly and professional manner at all times whilst participating in their internship. Any serious misconduct or breach of this Code of Conduct will result in the cancellation of the Internship and immediate dismissal from the Program. No refund will be payable

to the Client in that event and the Department of Immigration and Multicultural Affairs will be duly notified. This notification may result in the cancellation of some visas.

## **6. Payment**

6.1 The 'Progam' means the service package mentioned on the website of the mediating company.

6.2 A deposit is required for acceptance onto the Program. The MC cannot commence the placement process until this deposit is received.

6.3 All bank fees levied in the client's country or as a result of a transfer they initiate will be payable by the Applicant;

6.4 Changes in currency rates are non refundable.

6.5 The tenant needs to settle the rent strictly upon maturity, that is about the 26th of every month; the rent for the following month. When an overdue direct debit occurs, € 5 per day will be charged. This happens for instance when there is not enough money on the tenant's account when processing the debits or when wrong factual information is passed on to the MC.

6.6 When an overdue or failed payment occurs the MC has the right to immediately terminate the lease contract, this without any permission, order or similar actions. The tenant gets three days notice to leave the MC properties.

6.7 When change of contract is necessary, € 15 will be passed on to the client.

6.8 It is the costumer's responsibility to receive the invoice per email. The costumer cannot refer to possible spam filters and/or no valid or correct invoice email address and/or other likely causes to not receive the invoice.

6.9 The choice between the MC packages needs to be made at least one month before the start of the tenant's stay in the MC properties. Supposing that this is not the case; the tenant will lose the right to his/her reservation and the deposit will be held by the MC.

6.10 While and after the booking request, the MC has the right to pass on costs to the client when cancelling or false information is passed on by the client. These costs will be recovered from the deposit and additional costs may be charged if the deposit is not sufficient.

6.11 The MC advises you to not book flights until you have received a internships or rental confirmation from the MC .

6.12 Any references to costs and prices overseas of goods and services in Australia and New Zealand in any information you receive, whether in print or via the website may fluctuate according to exchange rates and inflation. Therefore we advise you to research current prices and conditions within Australia and New Zealand before leaving for your internship.

## **7. Cancellations & Refunds**

7.1 In the event of cancellation prior to the Internship Offer a full refund of the first instalment will be payable except for the non refundable administration fee.

7.2 No refund will be payable for cancellations requested after issuance of the Internship offer by the MC to the client;

7.3 No refund will be payable for cancellations received after the commencement of the Internship.

7.4 A full refund less administration fees of the Program deposit will be payable if the MC is unable to provide an Internship offer.

7.5 Any client that misleads the MC by giving wrong information, relevant to the Internship may be removed from the Program. In this event no refund will be payable.

7.6 All cancellations must be received in writing by the MC.

7.7 Cancellation of the application because of changes in opinion, study or when credits are not obtained, does not count to be a valid reason for refunding the first instalment.

7.8 Cancellation of the application because of a valid reason is possible until one month before the start date of the internships, regarding to point 7.9.

7.9 When a student decides to cancel the application, the first instalment (minus € 25 administration costs) will only be refunded when there is a valid reason ( with proof )for this.

Such reasons are for instance;

(i) A internship remains forthcoming.

(ii) Rejection of the internship by concerning educational institute (approval of the education is obligatory).

(iii) Family circumstances (for instance death of close relatives).

7.10 The MC reserves the right to refuse your application for any reason whatsoever, without supplying such reasons. The MC also reserves the right to refuse your application or cancel your booking at any time in the event that you fail to complete the application process by

(a) not providing requested information within the acceptable timescale or

(b) in our reasonable opinion you fail to demonstrate sufficient interest in, or the necessary attributes for, either volunteering generally or your chosen placement, or

(c) have a criminal conviction for a serious offence or for one which is incompatible with your chosen placement or

(d) anything brought to our attention that in our opinion makes you unsuitable for your chosen placement.

## **8. Complaints**

8.1 If the Individual wishes to make a complaint in relation to the Program, he/she shall bring the complaint to the attention of the MC, who shall use his/her best endeavours to resolve the complaint within a reasonable time.

8.2 If the MC is unable to resolve a serious complaint, and the Individual leaves the Program before the completion date, the Individual shall provide the Program Host with a written version of events.

## **9. Accommodation**

9.1 All accommodation provided is furnished. The occupying client is responsible for any damage to the accommodation occurring during his/her stay.

9.2 Any special requests in regard to accommodation must be made 21 days before commencement of the Program at the latest. In case that a client would like to change accommodation for any reason, a request can be made. However, success of such a request cannot be guaranteed.

9.3 The hired room is a one person room, or a shared two -, three - or four persons room. The joint facilities are depending on the AC.

9.4 The MC is not responsible for the connection and speed of the Internet. Australia and New Zealand are behind on various techniques compared to Europe. Therefore, it is forbidden to send or download large files; such as games, films, music, pictures and other. Additionally, live streaming is prohibited as well.

9.5 The tenant is obliged to keep the hired room, the garden, common area, combined kitchen and covered terrace clean and tidy. Australia and New Zealand know a tropical climate and a dirty environment involves vermin. When pest control is needed and the pollution can be traced to one of the rooms, the concerned costs will be passed on to the tenant(s). In addition, the MC/AC or its partners have the right to carry out an inspection in the rooms at all times, provided that there is a notification at least 24 hours in advance.

9.6 Sanitary towels, tampons and other may not be thrown away in the toilets. Please use the provided sanitary bin for this.

9.7 Concerned costs of blockages of the sewerage and other are passed on to the tenants, which will be divided among the total number of tenants.

9.8 Please keep the shower - and toilet facilities clean after use, this is essential for everyone's hygiene.

9.9 When the tenant damages or breaks something belonging to the MC, AC or its partners, the tenant will be responsible for this. Possible compensations and costs will be deducted from the deposit and additional costs may be charged if the deposit is not sufficient.

9.10 The tenant may not make any changes to the hired room(s). Also, replacing, breaking down furniture or exchange it with other rooms is prohibited, that is without an expressly approval of the letter.



9.11 The tenant has no right to sublet the hired room(s) without approval of the letter.

9.12 Please spare our environment and be cautious of power and water. Australia and New Zealand have a very high rate of water and electricity and contends with severe water shortages. To maintain the current prices and be harmless for the environment; please avoid taking long showers, do not keep the fan spinning when not being in the room, and turn off the light when leaving.

9.13 In the AC properties are washing - and dry facilities available. Of course, when needed, hand-washing is excellent as well. The washing machines Down Under are generally of less quality than in Europe. A standard top loader is available at our properties; tenants can make use of this against a small price in Australian or New Zealand dollars.

9.14 In the AC properties are house rules posted in corridors, common areas and other. These rules are there for a reason. Please keep in mind that all tenants need to follow these rules to create and maintain a pleasant environment for themselves and others!

9.15 According to law is 10pm the set time to be quiet outdoors. Therefore, it is forbidden to make noise in the garden or in the streets in the late evenings. This in connection with noise pollution for neighbours and co-tenants of the AC properties.

9.16 The AC has the right to move tenants to other rooms in case of emergencies, such as renovations, discord and quarrels between tenants and other relevant situations.

9.17 The AC determines the room planning and takes the tenant's preferences into consideration. When there is no availability to the preferred room(s), the AC will determine the planning; rights cannot be derived from this. The final room planning will take place when arriving Down Under.

9.18 The House Manager is responsible for daily matters in the AC properties. The House Manager will act in his view when irregularities, problems or reparations occur.

9.19 Please do not leave leftovers on the terrace, tables or in the room(s). Leaving leftover brings vermin along. It is necessary to wash the dishes straight after use and to clean used materials right away. This is a prerequisite to avoid trouble with cockroaches and rats.

9.20 When guests of the tenant(s) are coming over to visit, the letter will consider the option to place them at the AC's properties. When possible, the price per night will be made up. This price depends on the season and other. Whether the guests can stay with the AC needs to be discussed with the House Manager and paid in advance. The House Manager will inform the tenant about the current prices. When it considers a stay for a week or over, the MC in Europe needs to be consulted.

9.21 A wrongful stay of guests in the AC properties can lead to immediate eviction for the responsible tenant(s). The House Manager needs to know the total sum of present guests at all times.

## **10. Prices & Validity**

Prices given are for the program of the duration indicated only. The MC reserves the right to change prices from one program to the next. Prices do not include airfares, travel insurance, visa costs, excess baggage charges, transfers, deposits or airport taxes.

## **11. Responsibility**

11.1 Responsibility for Travel. You agree, understand and acknowledge that you will be solely responsible for arranging and paying for your own travel, specifically including all airfare to and from the Host Country and local transportation. It is your responsibility to carry all necessary documents while you travel overseas. You agree that the MC will not be responsible for any supporting documents necessary or your travel needs or other purposes. You agree that the MC is not

responsible for any airfare or for any other charges that may result from cancelling, changing or transferring flights or other arrangements which may result or occur as a result of your Placement and/or Project being revised, cancelled, terminated or otherwise modified due to Force Majeure and/or any event and/or circumstances outside the MC control.

11.2 Please make sure that you have a full passport which is valid until at least 6 months after your planned return date. This is a stipulation made by most countries in the world. Having the correct passport or visa is your responsibility.

11.3 The MC transfers the Personal data you give us (including name, contact details, etc.) to our staff overseas and to your internship company where you will be working. This is done for your best interests. We are also allowed to use your personal details for communication with other students.

## **12. Releases and Waiver of Liabilities**

12.1 Assumption of personal risks. You hereby agree, understand and acknowledge that Your agreement to travel to, temporarily live in and provide volunteer/client Services on a project in a foreign host country necessarily involves a certain degree Of hazards, inherently dangerous activities and personal risks to you, both foreseen and unforeseen, all of which are fully accepted by and solely assumed by you. In addition, you hereby fully and permanently release and forever discharge the MC from any and all liability for your personal injury, emotional injury, illness, disease, Death, and/or property damage that may result or occur during your placement and/or the project period.

12.2 Release and waivers in favour of the MC. You hereby fully, permanently and irrevocably release, forever discharge and agree not to sue the MC, including any and all of its successors and assigns, its agents, managers, participants, applicants, members, employees, officers or representatives, and any country coordinators, volunteer coordinators, host families or other persons, entities, parties, organizations or agencies collaborating with the MC (collectively “released parties”), voluntarily and

without duress, from any and all actions, suits, liability, claims, demands, losses, costs and/or causes of action for damages or other legal or equitable relief of any nature including, without limitation, claims for personal injury, emotional injury, illness, disease, death, property damage or other losses, expenses and/or damages (collectively “claims”), which may hereafter arise from any cause whatsoever, Including, without limitation, that arising from your participation in any project or placement and/or any project, activity or event sponsored, managed, arranged, or Promoted by, or otherwise affiliated or associated with the MC, whether or not Foreseeable or contributed to by the negligent acts or omissions of the MC or others.

12.3 Insurance. You agree, understand and acknowledge that the MC does not carry or maintain any health, medical, disability, damage or other liability insurance coverage for your benefit or for any other participants, and you hereby expressly release the MC from any responsibility or obligation to do so. You agree, understand and acknowledge that the MC strongly recommends that You obtain

and maintain suitable insurance coverage on Your behalf during the Project Period and that You are solely responsible for obtaining and maintaining such insurance.

12.5 Medical Treatment. You also hereby release and forever discharge the Released Parties from any and all Claims whatsoever that may arise on account of any first aid or other medical treatment rendered during Your participation in any Project or Placement and/or any other project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with the MC.

12.6 The tenant is responsible for his/her belongings. The gate and doors connected to the streets must be locked, and at least closed, at all times. This is also applicable to the room doors and windows. The MC properties have many tenants and it will often not be noticed when an outsider with bad intentions enters the house. When the tenant finds the gate or doors not closed and unlocked, it is necessary that the tenant closes off these doors; it is for the tenants own safety.

12.7 When a legal procedure decides that the MC is responsible for a certain damage or claim, this responsibility will be limited to maximum € 250 per claim.

12.8. The costumer is responsible for his/her own safety and health at all times. Please keep in mind that you are in another country and act with respect towards this country and the people. When inappropriate behaviour and misbehaviour occurs, the MC has the right to interfere and to pass on possible costs to the costumer.

### **13. Indemnity**

13.1 You agree to fully indemnify and hold the MC harmless from and against any and all claims, demands, losses, causes of action, costs, expenses, fees and damages arising out of or related to:

- (i) any breach by You of this Agreement;
- (ii) any damages, losses, personal injury, property damage, fines, assessments, fees or costs that are caused to or asserted against the MC as a result of Your actions, inaction or omissions; or
- (iii) any contractual claim or other cause of action asserted against the MC as a result of Your conduct and/or Your failure to perform the volunteer services required hereunder.