

## **Terms and Conditions**

Student Down Under LTD / Intern LTD hereafter called SDU

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

1.1 The Internship does not constitute an Employment Agreement or any offer of employment with either SDU or the Host Company;

1.2 All interns must have medical insurance and public liability insurance. This is at responsibility of the intern.

1.3 All interns must provide SDU with a copy of their return ticket prior to their arrival.

1.4 All interns must have a minimum English level of IELTS 5.5 or equivalent to participate on the Program.

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

### **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 applicant understands and agrees that no refund will be payable if the Applicant turns down an Internship Offer provided by SDU.

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

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

A 'Host Company' means a business or legal entity offering an Internship opportunity to SDU.

Requests for a change of Host Company will only be considered under the following circumstances:

The Intern 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 intern;
- c) Racial or religious vilification against the intern;
- d) Breach of Occupational Health and Safety regulations affecting the intern;
- e) Bankruptcy of the company before or at arrival of the intern;

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

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

4.2 In the event that the Host Company will not accommodate the postponement, the cancellation and refund policy will apply;

4.3 The intern agrees to notify SDU immediately if the internship ends prior to the agreed date on the signed Internship Offer.

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

All Interns must adhere to SDU Code of Conduct for the duration of their internship which includes.

5.1 The intern 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 Intern's Supervisor at the Host Company at the commencement of business on the day that leave is to be taken. Only messages by the intern 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 SDU and are subject to the approval of SDU;

5.4 No leave requests will be accepted after the commencement of Internship;

5.5 The Intern is not permitted to request leave directly to the Host Company other than bona fide sick leave;

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

5.7 The Intern is not permitted to negotiate payment or any other benefit with SDU or the Host Company after receipt of their Internship Offer;

5.8 The Intern will be responsible for any loss or damage resulting from his or her acts while taking part in the Program. The Intern agrees to indemnify SDU, the Host Company, or any other party that may suffer loss by reason of the Intern's conduct; As an Intern you must be insured for any possible damage you can cause during your internship. SDU is not responsible for this.

5.9 The Intern must adhere to the Host Company's house rules and company culture during business hours. The Intern 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 Intern 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 'Program' means the service package mentioned on the website [www.studentdownunder.com](http://www.studentdownunder.com)

6.2 Payment 1: A deposit is required for acceptance onto the Program. SDU cannot commence the placement process until this deposit is received.

6.3 Payment 2: The balance of the program fee, accommodation costs will be payable within the time frame mentioned on the invoice;

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

6.5 Changes in currency rates are non refundable.

## **7. Cancellations & Refunds**

7.1 In the event of cancellation prior to the receipt of the Internship Offer a full refund 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 SDU to the Applicant;

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 for any reason SDU is unable to provide an Internship Offer;

7.5 All interns must have a minimum English level of IELTS 5.5 or equivalent to participate on the Program. Any intern that misleads SDU in regards to their level of English may be removed from the Program with no refund being payable;

7.6 Any intern that misleads SDU in regards to their level of experience or skill(s) relevant to the Internship may be removed from the Program. In this event no refund will be payable;

7.7 If a cancellation is requested due to visa denial, the full program fee less administration fees will be refunded to the Applicant ;

7.8 All cancellations must be received in writing by SDU.

## **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 SDU, who shall use his/her best endeavours to resolve the complaint within a reasonable time.

8.2 If SDU 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**

All accommodation provided is fully furnished. The occupying student is responsible for any material damage to the apartment occurring during his/her stay.

Any special requests in regard to accommodation must be made 21 days before commencement of the Program at the latest. These requests may include all-male/female housing or requests to share an apartment with a particular person or group of persons. In case that a student wants to change accommodation for any reason, a request can be made. However, success of such a request cannot be guaranteed.

## **10. Prices & Validity**

Prices given are for the program of the duration indicated only. SDU 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**

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 SDU shall not be responsible for any supporting documents necessary for your travel needs or other purposes. You agree that SDU 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 SDU's control.

## **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/INTERN 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 SDU 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 SDU. YOU HEREBY FULLY, PERMANENTLY AND IRREVOCABLY RELEASE, FOREVER DISCHARGE AND AGREE NOT TO SUE SDU, 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 SDU (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 SDU, WHETHER OR NOT FORESEEABLE OR CONTRIBUTED TO BY THE NEGLIGENT ACTS OR OMISSIONS OF SDU OR OTHERS.

12.3 Acknowledgment. You agree, understand and acknowledge that you release and waives in favour of the Released Parties effectively releases and discharges the Released Parties from any liability or claim that You may have against the Released Parties with respect to any Claims that may result from Your participation in any Placement and/or Project. You also agree, understand and acknowledge that SDU does not assume any responsibility or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance, in the event of injury, illness, death, or property damage. You agree, understand and acknowledge that You are solely responsible for Your own safety and health care needs and for the protection of Your property.

12.4 Insurance. You agree, understand and acknowledge that SDU 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 SDU from any responsibility or obligation to do so. You agree, understand and acknowledge that SDU 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 SDU.

### **13. Indemnity**

13.1 Your Indemnity of SDU. You agree to fully indemnify and hold SDU 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 SDU as a result of Your actions, inaction or omissions; or (iii) any contractual claim or other cause of action asserted against SDU as a result of Your conduct and/or Your failure to perform the volunteer services required hereunder.