



Terms and Conditions for the Professional Internship Program

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Terms and Conditions For the Professional Internship Program

1. Parties

Australian Internships, Suite 1, Savoir Faire, 20 Park Road, Milton, Brisbane, QLD 4064, Australia.

The intern whose details are specified in the application form (intern).

2. Terms of the Agreement

2.1 Commencement of the Agreement

This agreement will commence when Australian Internships receives from the intern a completed application form.

2.2 Termination of the Agreement

This agreement will end on the internship termination date or as otherwise terminated in accordance with the provisions of this agreement.

3. Specifications of the Professional Internship Program

The training positions of the Professional Internship Program have the following specifics:

- a. Positions are available for 6-26 weeks
- b. Positions are non-paid
- c. Positions are full-time (5 days per week)
- d. Interns are not entitled to annual leave or time off during the internship
- e. Interns need to be flexible with the location of the internship.

4. Service

4.1 Application

- a. To be considered for an internship, an intern must submit:
 1. Current Curriculum Vitae (CV) – in Word version with colour photo.
 2. Letter of Objectives – in Word version.
 3. Official Academic Transcript (courses and grades).
- b. Once these documents are submitted the intern is notified whether he/she is eligible for the program and the visa.
- c. To fully activate an application, a candidate must further submit:
 1. Completed, signed and dated Application Form.
 2. Evidence of financial support (AU\$1500 per month), e.g. copy of bank statement.
 3. Evidence of current Medical, Accident, Travel and Personal Liability Insurance (not required if the insurance is to be purchased through Australian Internships).
 4. Completed and signed Credit Card Payment form.
 5. Signed and dated Terms and Conditions.
 6. Evidence of payment of AU\$500 application fee.
- d. Special requirements to fully activate the application:
 1. Interns in the fields of Architecture, Graphic Design and Journalism & Media are additionally required to submit a sample/portfolio of their work.

2. Permanent Residents need to provide evidence of payment of AU\$500 application fee plus 50% of the placement fee as a deposit.
3. Interns from India, Indonesia, Iran, Iraq and Nepal need to provide evidence of payment of AU\$500 application fee plus 50% of the placement fee as a deposit.

4.2 Once all the required application documents have been submitted:

- a. Australian Internships will arrange a pre-screening interview with the intern.
- b. The intern is then either accepted or declined.
- c. If successful in the interview the intern will be notified via an Interview Feedback letter. The Interview Feedback outlines the field of the internship. Within three business days of receipt of the Interview Feedback, the intern must sign and return the Interview Feedback to Australian Internships.
- d. Once Australian Internships has received the signed Interview Feedback together with all outstanding application documents as listed in 4.1.a, c, and d, a Letter of Acceptance will be issued to the intern. Sending out the Letter of Acceptance to the intern fully activates the application.
- e. If the intern acknowledges that he or she does not agree with the terms of the Interview Feedback that are materially consistent with the application form and no agreement can be reached within ten business days, this agreement will terminate and Australian Internships will retain the non-refundable application fee.

4.3 Arrangement of Internship

Subject to clause 4.2, Australian Internships must use reasonable endeavours to arrange the Internship in accordance with the application form and Interview Feedback within 90 business days of providing the Letter of Acceptance under clause 4.2.d.

- a. Once the internship is arranged a Training Agreement that has been signed by the Host Organisation will be sent to the intern. The Training Agreement outlines the tasks the intern will be trained in during the internship. Within three business days of receipt of the Training Agreement, the intern must sign and return it.
- b. If the intern acknowledges that he or she does not agree with the terms of the Training Agreement that are materially consistent with the application form and no agreement can be reached within ten business days, this agreement will terminate and a cancellation fee of 25% of the program fees is payable to Australian Internships as are set out in the price list (or if applicable the 50% deposit as outlined in 4.1.d will not be refunded).

4.4 Termination in Certain Circumstances

If the intern does not accept more than two proposed internships as set out in documents provided to the intern under clause 4.2.c, or if in the cause of arranging the internship under clause 4.3 the intern is not accepted for an internship by more than two prospective host companies (and whether the intern is interviewed by such prospective host companies or not), Australian Internships may terminate this agreement by giving notice to the intern.

4.5 Failure to Arrange the Internship

If Australian Internships cannot arrange the internship within the time provided in clause 4.3, this agreement will automatically terminate unless extended by mutual agreement. If this agreement terminates under clause 4.4 or 4.5, Australian Internships will retain the non-refundable application fee.

4.6 Not a Recruitment Agency

The intern acknowledges that Australian Internships is not a recruitment agency and thus does not guarantee employment with the Host Organisation after the internship finishes. The intern shall not ask the Host Organisation for pay or future employment during the internship.

5. Payment

5.1 Application Fee

The intern must pay to Australian Internships a AU\$500 application fee in order to activate the application.

- a. The application fee is non-refundable. In no event will the non-refundable application fee be repayable by Australian Internships to the intern.

5.2 50% Deposit of Placement Fee

- a. Additionally to the application fee, interns who are in possession of a Permanent Residency visa need to pay 50% of their placement fee as a deposit in order to activate their application. This 50% deposit is non-refundable if this agreement is terminated under clause 4.4, 10, 11 or 13.
- b. Additionally to the application fee, interns who are from India, Indonesia, Iran, Iraq and Nepal need to pay 50% of their placement fee as a deposit in order to activate their application. This 50% deposit is non-refundable if this agreement is terminated under clause 4.4, 10, 11 or 13.

5.3 Placement Fee

The placement fee has to be paid to Australian Internships within five business days of receiving the invoice.

5.4 Payment of Additional Service Fees

- a. Accommodation Fees
 1. An accommodation placement fee has to be paid to Australian Internships before a booking has been made.
 2. The accommodation fee has to be paid on a monthly basis. The first payment is due within five business days after the booking has been confirmed.
- b. Visa Fees (Visa Administration and Application Fee)
 1. The visa administration fee represents a fee payable by the intern to Australian Internships to cover the costs incurred and work undertaken by Australian Internships in conjunction with an application to the Department of Immigration and Citizenship (DIAC). In no event will the visa administration fee be repayable by Australian Internships to the intern.
 2. The visa application fee represents a fee payable by the intern to DIAC in conjunction with an application to DIAC for a 416 or Occupational Trainee Visa which is non-refundable by DIAC.
 3. In no event will the visa application fee be repayable by Australian Internships to the intern after the amount paid for the visa application fee has been sent by Australian Internships to DIAC in accordance with clause 6.4.
 4. If this agreement is terminated before the amount paid for the visa application fee has been sent to DIAC by Australian Internships, Australian Internships will reimburse the intern for the amount it has received from the intern in respect of the visa application fee.
- c. English Language Course, Insurance, RSA course Fees

The fees for the above services have to be paid within five business days of receiving the invoice.

d. Bank Fees

The intern shall bear the cost of any bank fees or charges in relation to any payments provided for this clause 5. If any of these charges are levied on Australian Internships, Australian Internships will invoice the intern for these amounts.

6. Visa Application

6.1 Application of this Clause

This clause 6 will only apply to this agreement if the intern does not hold a Visa and has stated this where required in the application form.

6.2 The intern acknowledges that the intern and/or Australian Internships as the program provider are the only parties authorized to communicate with DIAC regarding the visa processing.

6.3 Intern's endeavours

The intern must use best endeavours to obtain a 416 or Occupational Trainee Visa including attending all interviews, including telephone interviews, signing all forms and documents, and providing all photos and doing all matters and things that are reasonably necessary in order to obtain a 416 or Occupational Trainee Visa.

These may include:

- Health Certificate
- Police Clearance
- X-ray
- Interview
- Further support information

6.4 Provision of 416 or Occupational Trainee Visa

Once completed, Australian Internships will send to DIAC the intern's application for a 416 or Occupational Trainee Visa together with the visa application fee.

6.5 Projected Date of Visa Approval

The standard processing time for visas is 28 days. However, the projected date of approval is an estimated date only and Australian Internships makes no representations, undertakings or warranties that the intern will obtain a 416 or Occupational Trainee Visa on or before this date.

6.6 No Undertakings as to Obtaining Visa

- a. Australian Internships makes no representations, warranties or undertakings that the intern will be able to obtain a 416 or Occupational Trainee Visa.
- b. Australian Internships is not liable to the intern if the intern is unable to obtain a 416 or Occupational Trainee Visa.

6.7 Termination for Want of Visa

If the intern is unable to obtain a 416 or Occupational Trainee Visa by the projected date of approval, either party may terminate this agreement by giving notice to the other.

6.8 Retention of Moneys in Case of Termination for Want of Visa

If this agreement is terminated in accordance with clause 6.7, Australian Internships will retain the non-refundable application fee (and if applicable the 50% deposit of the placement fee according to clause 5.2) and will refund:

- a. 50% of the placement fee
- b. The accommodation rental fee (but not the one-off accommodation placement fee)
- c. The visa application fee if clause 5.4.b.4 applies.

6.9 Visa Denial

If the 416 or Occupational Trainee Visa is denied by the Department of Immigration, this agreement is terminated.

6.10 Retention of Moneys in Case of Visa Denial

If this agreement is terminated in accordance with clause 6.9, Australian Internships will retain the non-refundable application fee and 50% deposit of the placement fee and will refund:

- a. 50% of the placement fee
- b. The accommodation rental fee (but not the one-off accommodation placement fee)

7. Accommodation Service

7.1 Accommodation Service

Following the internship agreement date, Australian Internships must use reasonable endeavours to arrange the accommodation in respect of the internship.

7.2 Payment for accommodation

All rental payments other than the accommodation rental will be made by the intern as directed by Australian Internships or the accommodation's landlord.

7.3 Standard of Homestay Accommodation

The intern acknowledges that the standard of the accommodation will be in accordance with the usual standards of student household accommodation in Australia.

7.4 Accommodation Location

Australian Internships must use the best endeavours to procure that the accommodation is not located more than one hour (by public transport) from the Host Organisation.

7.5 Change of Accommodation

Save for the circumstances set out in clause 7.7, the intern must give a minimum of notice to Australian Internships to change accommodation, failing which the intern will forego any rentals or monies paid which are referable to this notice period. In no event will the intern be entitled to a refund of the accommodation rental.

7.6 Additional Fees

The intern acknowledges that the landlord of the accommodation may require payment in addition to rental for cleaning, linen, security keys, bond or other items the payment for which will be the responsibility of the intern. The intern will be directly liable to the landlord for any damage to the accommodation arising from any act or omission of the intern.

7.7 Termination of Tenancy

Unless otherwise agreed by Australian Internships, if the intern wishes to change the accommodation, he/she will be responsible for making all arrangements for this change

(including but not limited to complying with all his/her obligations to the accommodation's landlord and finding new accommodation).

7.8 Liability of Australian Internships

- a. Australian Internships makes no representations, warranties or undertakings as to the condition or state of the accommodation.
- b. In no event is Australian Internships liable to the intern arising from the termination of any tenancy agreement regarding the accommodation or as a result of the state or condition of the accommodation or any death, injury or loss suffered or incurred by the intern in relation to the accommodation by whatever reason or cause.

8. Insurance

8.1 Intern to obtain Medical, Accident, Travel and Personal Liability Insurance

An intern must obtain comprehensive Medical, Accident, Travel and Personal Liability Insurance, which policy must insure the intern on an indemnity basis for death and personal injury, physical or mental illness, public liability for an amount regarding any one event of not less than AU\$2 million, hospital cover, and transportation to the Intern's country of residence.

8.2 Intern to Provide Evidence of Insurance

No less than ten business days prior to the internship commencement date or when requested by Host Organisation, the intern must provide to Australian Internships an insurance policy or other evidence of insurance that Australian Internships reasonably deems acceptable in relation to the insurance requirements of clause 8.1.

8.3 Insurance Policy to Australian Internships Satisfaction

The Medical, Accident, Travel and Personal Liability Insurance obtained by the intern under clause 8.1 must be to Australian Internships reasonable satisfaction (including with an insurer which Australian Internships approves). If Australian Internships notifies the intern it is not reasonably satisfied with the insurance policy, the intern must immediately obtain an insurance policy to Australian Internships' reasonable satisfaction.

8.4 Internship about to Commence

The intern acknowledges that the internship will not commence until such time as the intern has complied with its obligations under clauses 8.1-3.

9. Intern's Obligations and Responsibilities

9.1 Intern's Obligations

The intern must:

- a. Stay in regular contact with Australian Internships and respond to all communication from Australian Internships within three business days.
- b. Attend all interviews, including telephone interviews, at the pre-arranged time that have been organised by Australian Internships in the process of arranging the internship or otherwise.
- c. Attend the offices of the Host Organisation in relation to the internship in accordance with and at the times and days as directed and comply with all rules, policies, instructions and requirements of the Host Company.

- d. Observe and respect Australian culture and comply with all laws and regulations of Australia (included but not limited to all laws in relation to the Visa or the 416 or Occupational Trainee Visa).
- e. Abide by all rules, policies and regulations of the landlord or manager of the accommodation.
- f. The intern will perform the duties outlined in the Training Agreement at a high standard and with all due skill, care and attention with regard to the level of the knowledge, experience or education the intern has represented to Australian Internships he or she possesses.

9.2 Intern's Responsibilities

Notwithstanding the intern's obligations under clause 4.1.a, c and d, the intern is responsible and liable for:

- a. Payment of all transport costs to, from and within Australia.
- b. All health and medical expenses incurred by the intern.
- c. All living expenses for the duration of the intern's stay in Australia.

9.3 Interns are not permitted to take holidays during their internship. Special requests for holidays must be submitted to Australian Internships before internship commencement, there is no guarantee that requests will be approved.

10. Cancellations by Interns

10.1 Cancellation Prior to Signing the Training Agreement

Prior to commencement of the placement process (i.e. confirmed interview with a Host Company), the intern may give written notice to Australian Internships cancelling the internship. Australian Internships will retain the non-refundable application fee.

- a. A 25% cancellation fee (25% of placement fee) might apply if cancellation occurs after the placement process has begun (interns who have paid a 50% deposit of the placement fee according to clause 5.2 are exempt from the cancellation fee, but forfeit the 50% deposit).

10.2 Cancellation after Signing the Training Agreement

Should the intern cancel the internship after the Training Agreement has been signed and prior to the internship commencement date full fees are payable to Australian Internships, as are set out in the price list.

10.3 Cancellation after Internship Commencement Date

Should the intern cancel the internship on or after the internship commencement date Australian Internships will be entitled to retain all payments made by the intern under clause 5 of this agreement.

10.4 No Certificate of Participation

Interns that cancel their internship will not be eligible to receive a Certificate of Participation.

11. Cancellations by Host Organisation

11.1 Fault of Intern

Subject to clause 10.3, if the Host Organisation cancels the internship prior to the internship termination date due to or alleging fault by the intern, the internship will be deemed completed and Australian Internships will be entitled to retain all monies paid to it by the intern under clause 5.

11.2 No Fault of Intern

If the internship is cancelled by the Host Organisation prior to the internship termination date other than in the circumstances of clause 11.1, Australian Internships will, subject to DIAC approval (if required) to the variation or provision of a new visa or 416 or Occupational Trainee Visa, use its best endeavours to find a substitute internship subject to the agreement of the intern to the substituted arrangements, where after clauses 12.5 and 12.6 of this agreement will apply.

11.3 Substitute Internship

If the Host Organisation cancels the internship under clause 11.1, subject to DIAC approval (if required) to the variation or provision of a new visa or 416 or Occupational Trainee Visa, Australian Internships may arrange for a substitute internship for the benefit of the intern which if agreed to by the intern, will be deemed to constitute a continuance of the internship and the Training Agreement will be amended accordingly to reflect these arrangements.

12. Rights of Intern

12.1 Allegations by Intern

In the event that the intern alleges during the course of the internship that:

- a. he/she is the victim of any sexual harassment, bullying, racial or religious vilification
- b. the Host Organisation substantially fails to provide the internship as noted in the internship particulars
- c. the language spoken at the offices of the Host Organisation is not the language as noted in the internship particulars
- d. if the internship particulars notes the internship is to be remunerated and the intern has not been paid for a period exceeding seven days from when such money is due and payable then, the intern will notify Australian Internships by providing a detailed written statement of the allegations of any of the events referred to in clauses 12.1.a to d above.

12.2 Australian Internships to Investigate

Australian Internships must use best endeavours to investigate the intern's allegations referred to in clause 12.1. The intern acknowledges that Australian Internships is at liberty to make inquiries of any appropriate persons or parties including the host company. The intern will cooperate and make himself/herself available in the process of Australian Internships' investigations.

12.3 Australian Internships Determinations

In the event Australian Internships reasonably determines that the intern's allegations in clause 12.1 are made out and satisfy the requirements of this clause, Australian Internships shall notify the intern that the internship has concluded where after Australian Internships will use best endeavours to facilitate a substitute internship subject to the agreement of the intern to the substitute arrangements.

12.4 Invalid reasons for rejecting or cancelling an internship

Applicants are not allowed to reject a placement offer made by Australian Internships or leave their placement after starting for any of the following reasons:

- a. Size of company.
- b. Number of employees at the company.
- c. Commuting distance to the company from accommodation.
- d. International profile of the company.
- e. Change of preferences after application.
- f. Changes in internship hours.
- g. Personal issues/relationships with other staff members and the internship supervisor.
- h. Level of supervision offered. Each company has differing Training and Supervision policies which it adheres to.
- i. Level of responsibility and tasks allocated. This is ultimately determined by the Host Organisation and is dependent on the qualifications/experience and performance of the applicant.

12.5 Agreement of Intern

In the event that the intern agrees to the substituted arrangements in clause 12.3, these arrangements will be deemed to constitute a continuance of the internship and the internship particulars shall be amended accordingly to reflect these arrangements.

12.6 Termination of Internship

In the event that a substituted internship cannot be agreed under clause 12.3, the parties agree that this agreement will terminate.

12.7 Right to Repayment

If this agreement is terminated under clause 12.6, the intern will be entitled to a refund of all monies paid to Australian Internships under clause 5, save the non-refundable deposit and the visa application fee.

13. Termination

13.1 Australian Internships Right to Terminate

In addition to any other rights of termination granted to Australian Internships under this agreement, Australian Internships may terminate this agreement, with immediate effect, by giving notice to the intern at any time if:

- a. the intern breaches this agreement and the breach is not capable of remedy
- b. the intern breaches this agreement and the breach is capable of remedy but the intern fails to remedy the breach within ten business days of the date of written notice of the breach from the intern
- c. the intern is subject to an insolvency event
- d. the intern fails to make payments on or before the due date of any payments provided for in clause 5
- e. the intern fails to provide Australian Internships with evidence of insurance in accordance with clause 8.2 before the date provided for in that clause
- f. the intern breaches the warranty contained in clause 16.
- g. the intern is not accepted for an internship by more than two prospective host companies

13.2 Intern's Right to Terminate

In addition to any other rights of termination granted to the intern under this agreement, the intern may terminate this agreement by giving notice to Australian Internships at any time if:

- a. Australian Internships breaches this agreement and the breach is not capable of remedy.
- b. Australian Internships breaches this agreement and the breach is capable of remedy but Australian Internships fails to remedy the breach within ten business days of the date of written notice of the breach from the intern.
- c. Australian Internships is subject to an insolvency event.

13.3 Automatic Termination

The agreement will automatically terminate:

- a. Upon the expiry of any period of notice of cancellation of the internship given by the intern under clause 10.
- b. If the Host Organisation cancels the internship under clause 11.1.

13.4 Effect of Termination

- a. If this agreement is terminated, then in addition to any other rights or remedies provided for by law each party is released from its obligations under this agreement, other than in relation to any obligations intended to survive the termination of this agreement.
- b. Each party retains any rights, entitlements or remedies it has accrued before termination.
- c. If this agreement is terminated for whatever reason or cause, under no circumstances will Australian Internships be liable to the intern for any losses, costs or inconvenience suffered or incurred by the intern arising from such termination, including but not limited to, any return airfares.
- d. If Australian Internships terminates this agreement under clause 13.1 or 13.3, Australian Internships will be entitled to retain all monies paid by the intern under clause 5 up to the date of termination.

13.5 Intern's Acknowledgement

The intern acknowledges the amounts Australian Internships is entitled to retain under clause 13.4.d constitute a valid pre-estimate of the costs incurred and services rendered by Australian Internships up to the date of termination of the agreement by Australian Internships under clause 13.4.d.

14. Indemnity

The intern indemnifies Australian Internships in respect of any claim, action, proceeding, judgment or demand made or brought by or against Australian Internships or in respect of any loss, liability, cost expense, damage, charge or penalty suffered by Australian Internships arising out of:

- a. any action or omission by the intern

- b. any breach of the terms of this agreement by the intern
- c. the internship.

15. Exclusion of Liability

Save for rights of refunds of payments made by the intern under clause 5 as provided for in this agreement, Australian Internships, to the fullest extent permissible by law, excludes all and any of its liability to the intern (including but not limited to indirect or consequential loss) and whether under this agreement or otherwise.

16. Intern's Warranty

The intern warrants that any and all information, statements and representations made by the intern to Australian Internships under this agreement (and whether contained in the application form or otherwise) will be accurate, correct, true, complete and not misleading or deceptive or likely to mislead or deceive.

17. Internship not Employment

Unless stated to the contrary in the internship particulars, the relationship between the intern and the Host Organisation will not be deemed to be one of employment.

18. Entire Agreement

This agreement constitutes the entire agreement between the parties about its subject matter and supersedes all previous communications, representations, understandings or agreements between the parties on the subject matter.

19. Force Majeure

19.1 Force majeure

Subject to clause 19.3, a party will not be liable for any failure or delay to perform its obligations under this agreement if that failure or delay is due to circumstances beyond that party's reasonable control.

19.2 Termination for Force Majeure

If that delay or failure to perform exceeds ten business days, a party may immediately terminate this agreement by written notice to the other party.

19.3 Obligation to Pay Money

This clause 18 does not relieve or suspend a party's obligation to pay money.

20. Governing Law and Jurisdiction

20.1 Governing law

This agreement is governed by the law in force in the state of Queensland, Australia.

20.2 Jurisdiction

The parties submit to the non exclusive jurisdiction of courts of the state of Queensland and any courts that may hear appeals from those courts about any proceedings in connection with this agreement.

21. Inconsistency

21.1 Documents forming the entire agreement

The entire agreement between the parties is comprised of the following documents:

- a. the Application Form
- b. the Terms and Conditions
- c. the Interview Feedback
- d. the Letter of Acceptance
- e. the Training Agreement
- f. the Confirmation Letter.

21.2 Order of interpretation

If there is any inconsistency between the documents forming part of or contemplated by the entire agreement between the parties, then the provisions should be read in order of the following priority and interpreted as follows:

- a. the provisions of the Training Agreement prevail to the extent of the inconsistency
- b. if the inconsistency is between the terms and conditions and the application form, the provisions of the terms and conditions will prevail to the extent of the inconsistency.

21.3 Special conditions

Without derogating from the generality of clause 21.2, any special conditions which relate to the internship will be contained in item 19 of the internship particulars.

22. Notices

22.1 General

Subject to clause 22.4, unless this agreement expressly states otherwise, a notice, consent, approval, waiver or other communication (notice) in connection with this agreement must be in writing and signed by the sender or a person authorised by the sender. A notice may be given by hand delivery, prepaid post, facsimile or by electronic message to the recipient's current address for service for notices as set out in this agreement or as amended by notice from time to time.

22.2 When effective

A notice given under clause 22.1 will be deemed to be received:

- a. if hand delivered, at the time of delivery
- b. if sent by pre-paid post, three business days after the date of posting or seven business days after the date of posting if posted to or from a place outside Australia
- c. if sent by facsimile, when the sender's fax machine produces a report confirming the successful transmission of the entire notice including the relevant number of pages and the correct destination fax machine number or name of recipient

- d. if sent by electronic message, when the sender receives an automated message confirming delivery or eight hours after the message has been sent (as recorded on the device from which the sender sent the message) unless the sender receives an automated message that the electronic message was not delivered or the sender knows or reasonably should know that there is a network failure and accordingly knows or suspects that the electronic message was not delivered,

unless a notice is received after 5.00 pm on a business day in the place of receipt or at any time on a non business day, in which case, that notice is deemed to have been received at 9.00 am on the next business day.

22.3 Addresses for notices

The addresses and details for delivery of notices are noted in the internship particulars.

22.4 Requirements for electronic messages

A sender is not required to sign a notice in the form of an electronic message unless this agreement otherwise provides.

23. Relationship between Parties

This agreement does not create a relationship of employment, agency, partnership or joint venture between the parties.

24. Rights, Powers and Remedies Cumulative

The rights, powers and remedies given in this agreement are in addition to other rights, powers and remedies given by law independently of this agreement.

25. Severability

If any provision of this agreement is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done, the entire provision is to be severed from this agreement without affecting the validity or enforceability of the remaining provisions of this agreement.

26. Time of the Essence

Time is of the essence in this agreement.

27. Waiver

27.1 No waiver

No failure to exercise or delay in exercising any right given by or under this agreement to a party constitutes a waiver and the party may still exercise that right in the future.

27.2 Waiver must be in writing

Waiver of any provision of this agreement or a right created under it must be in writing signed by the party giving the waiver and is only effective to the extent set out in that written waiver.