



Hospitality Internship Program Terms and Conditions

Updated June 2023

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Hospitality Internship Program - Terms and Conditions

1. Parties

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

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 a complete and signed application form from the intern.

2.2 Termination of the Agreement

These terms and conditions will remain valid for the duration of the program pursuant to clause (termination)

3. Obligations of Australian Internships

3.1 Arrangement of Internship

Australian Internships must use reasonable endeavours to arrange the Internship Program in accordance with the application form and process guidelines within 6 months of approving the application.

3.2 Australian Internships will endeavour to secure the most suitable internship opportunity available for the intern based on their skills and training requirements, once an internship has been secured through a formal offer from a Host Organisation or in the form of a Training Agreement, it is expected that the intern will accept the opportunity.

3.3 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 moneys (additional to the hourly rate or wage agreed to in the Training Agreement) or future employment during the internship.

4. Intern's Obligations and Responsibilities

4.1 The intern must:

- i. Stay in regular contact with Australian Internships and respond to all communication from Australian Internships within three business days.
- ii. Attend all interviews, including face to face, Teams or telephone interviews, at the pre-arranged time that have been organised by Australian Internships in the process of arranging the internship or otherwise.
- iii. Be flexible with internship location. Positions are located all over Australia, including remote locations. Interns agree to be absolutely flexible with locations.
- iv. If the holder of a Subclass 407 Training visa, provide Australian Internships with evidence of sufficient funds on a monthly basis for the duration of their stay in Australia.
- v. If the holder of a Subclass 407 Training visa is accompanied by their spouse, the spouse must provide to Australian Internships evidence of sufficient funds on a monthly basis for the duration of their stay in Australia.

5. Payment

5.1 Application Fee

The intern must pay Australian Internships a program application fee in order to activate the application.

- i. The application fee is non-refundable. In no event will the non-refundable application fee be repayable by Australian Internships to the intern.
- ii. If this agreement is terminated in accordance with clause 10 Australian Internships will retain the non-refundable application fee, any program fees already paid and accommodation administration fee. Australian Internships will refund any booked accommodation, rental fee and insurance fees (see clause 7).

5.2 Program Fee

50% Deposit of Program fee

- i. The program fee has to be paid to Australian Internships within five business days of receiving the invoice.
- ii. Additional to the application fee, interns who are in possession of a Permanent Residency visa and all candidates currently holding any Australian visa with full work rights, as well as all candidates applying through the web enquiries process need to pay 50% of their program fee as a deposit in order to activate their application. This 50% deposit is non-refundable if this agreement is terminated under clause 10.
- iii. Candidates that have already secured an internship before applying with Australian Internships (Host Organisation referral or self-arranged) but would like to participate in Australian Internships program need to provide evidence of payment of their application fee plus 50% of the program fee as a deposit acknowledged in 5.2.

b. Payment of Additional Service Fees

- i. Where the intern requires arranged accommodation (pre-booked accommodation), Australian Internships shall advise cost and details of providers (as per individual service provider).
- ii. The program overview document outlines further details on additional service arrangements.

5.3 Bank Fees

The intern shall bear the cost of any bank fees or charges in relation to any payments provided for this clause 5.3. If any of these charges are levied on Australian Internships, Australian Internships will invoice the intern for these amounts.

6. Visas

6.1 Visa eligibility

- i. If eligible for a Subclass 407 Training visa, the intern will be expected to pay a visa application charge (VAC). Program access is subject to the grant of a Subclass 407 Training visa by the Department of Home Affairs.

- ii. Once all necessary supporting documentation has been compiled and collated for the visa application including the prospective intern's application for a Subclass 407 Training visa, Australian Internships will lodge these to the Department of Home Affairs.
- iii. The prospective intern acknowledges that Australian Internships as the program provider will be the only authorised parties to communicate with the Department of Home Affairs in respect to the visa application.
- iv. The intern will use best endeavours to maintain eligibility for the 407 Training Visa. This includes attending all interviews (face to face, skype or telephone), signing all forms and returning all necessary documents
- v. The intern agrees to provide any additional documents or requests in regards to the visa application. These may include:
 - Health Certificate
 - Police Clearance
 - X-ray
 - Interview
 - References
 - Further support information

6.2 Visa Fees and Approval

- i. 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 The Department of Immigration in accordance with clause 6.1(ii).
- ii. If this agreement is terminated before the visa has been lodged with The Department of Immigration by Australian Internships, Australian Internships will reimburse the intern for the visa application and nomination fee.
- iii. Once Australian Internship has commenced processing and collating the visa documentation the administration and processing fees will be non-refundable.
- iv. Australian Internships is not responsible for visa processing times.
 - a. Australian Internships makes no representations, undertakings or warranties that the prospective intern will be granted a Subclass 407 Training

visa on or before any anticipated processing times.

- v. Processing times vary, but an indication for the Subclass 407 Training visas is located in the link <https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/training-407>
- vi. Australian internships will not be liable for any visa changes which deem the intern ineligible following the application and activation of an intern. If this agreement is terminated following the activation of an intern due to visa regulation changes, Australian Internships will retain the non-refundable application fee.

6.3 Renomination

- i. Should Australian Internships be required to submit a second nomination the renomination fee will be paid by the intern, except if renominated under clause 9.2

6.4 No Warranty that Visa Application shall be Granted

- ii. Australian Internships makes no representations, warranties or undertakings that the prospective intern will be granted the Subclass 407 Training visa. This is entirely at the discretion of the Department of Home Affairs' delegate.

6.5 Visa Refusal

- i. If the Subclass 407 Training visa is refused by the Department of Home Affairs, the prospective intern shall not be eligible to participate in the program.

7. Insurance

7.1 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.

7.2 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. An acceptable insurance policy should include personal liability cover.

7.3 Accompanying Spouses to Provide Evidence of Insurance

If an intern on a 407 visa is accompanied by their spouse, the spouse 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 7.2 no less than ten business days prior to the internship commencement date.

7.4 Insurance Policy to Australian Internships Satisfaction

- i. The Medical, Accident, Travel and Personal Liability Insurance obtained by the intern under clause 7.1 must be to Australian Internships reasonable satisfaction (including with an insurer which Australian Internships approves).
- ii. 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.

7.5 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 4.1.

8. Cancellation and Termination

8.1 Cancellation by Interns Prior to Signing the Training Agreement

- i. Prior to Australian Internships issuing the Letter of Acceptance, the intern may give written notice to Australian Internships cancelling their application. Australian Internships will retain the non-refundable

application fee. The following applies for program and service fees:

- a. Where internship negotiations have not yet commenced, program fees may be refunded subject to clause 8.1(ii)
 - b. In cases where internship negotiations have commenced and/or
 - c. The intern has participated in one or more interviews and/or
 - d. If the prospective intern has secured an internship or the Host Organisation has signed the Training Agreement, 50% deposit of program fees will be retained by Australian Internships once internship program negotiations have commenced; refer to table in Schedule 1
- ii. A 25% cancellation fee (25% of program fee) will apply if cancellation occurs after the Letter of Acceptance has been issued by Australian Internships (interns who have paid a 50% deposit of the program fee according to clause 5.2 are exempt from the cancellation fee but forfeit the 50% deposit). The following applies for program and service fees:
- a. 50% deposit of program fee will be refunded in cases where internship negotiations have not yet commenced.
 - b. The 50% deposit of program fees will either be retained or is payable to Australian Internships once internship program negotiations have commenced; if an intern has participated in one or more interviews or if the intern has secured an internship or the Host Organisation has signed the Training Agreement.
 - c. The visa application and nomination fees will be refunded in cases where the visa has not been lodged with the department of immigration. Once the visa has been lodged, irrespective of regulation changes, the fees are non-refundable.
 - d. Service-related fees such as the accommodation rental fee (but not the one-off accommodation program/booking fee) is non-refundable

8.2 Cancellation after Signing the Training Agreement

- i. Should the prospective intern cancel the internship after the Training Agreement has been signed by either Host Organisation or Intern and prior to the internship commencement date full fees are payable to Australian Internships, as are set out in the price list.
 - a. Death in the family: Candidates are eligible for a refund of 25% of program fees should the internship be cancelled due to a death in the immediate family (Mother, Father, Brother, Sister, Child). Evidence should be provided in formal documentation from Government or Medical Practitioners. Candidates may choose to delay their internship at no additional cost.
 - b. The following applies for program and service fees:
 - i. The 50% deposit of program fees will be retained by Australian Internships once internship program negotiations have commenced; if an intern has participated in one or more interviews or if the intern has secured an internship or the Host Organisation has signed the Training Agreement.
 - ii. Service-related fees such as the accommodation rental fee (but not the one-off accommodation program/booking fee)

8.3 Cancellation after Internship Commencement Date

- i. 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 5.1 of this agreement.

8.4 No Certificate of Participation

- i. Interns that cancel their internship program will not be eligible to receive a Certificate of Participation or validation of completion for academic criteria.

9 Cancellations by Host Organisation

9.1 Fault of Intern

- i. Subject to clause 8.3, 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.

9.2 No Fault of Intern

- i. If the internship is cancelled by the Host Organisation prior to the internship completion date other than in the circumstances of clause 9.1, Australian Internships will, subject to The Department of Home Affairs approval use its best endeavours to find a substitute host organisation to complete the agreed training and substituted arrangements, where after clauses 9.3(i)(a) and 9.3(ii) of this agreement will apply.

9.3 Substitute Internship

- i. If the Host Organisation cancels the internship program under clause 10.1, subject to The Department of Home Affairs approval (if required) to the variation to the Subclass 407 Training visa, then:
 - a. 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 program and the Training Agreement will be amended accordingly to reflect these arrangements.
- ii. In the event that a substituted internship cannot be agreed under clause 9.3(i)(a), the parties agree that this agreement will terminate.

10 Termination

10.1 Australian Internships Right to Terminate

- i. 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 fails to produce evidence that they have the financial ability to remain in Australia;
- d. the intern fails to make payments on or before the due date of any payments provided for in clause 5.1.
- e. the intern fails to provide Australian Internships with evidence of insurance in accordance with clause 7 before the date of Subclass 407 Training visa commences in Australia.
- f. The intern breaches the warranty contained in clause 13.3.
- g. If an intern is unsuccessful in each individual interview, up to a maximum of three interviews, despite Australian Internships support and guidance. Australian Internships will not be offering multiple choices of suitable companies. An intern is deemed unsuccessful in an interview if rejected by the host organisation.

ii. Termination Prior to Signing the Training Agreement

- a. Prior to Australian Internships issuing the Letter of Acceptance, Australian Internships may terminate the internship. In this case Australian Internships will retain the non-refundable application (**refer to table in schedule 1**).
- b. A 25% termination fee (25% of program fee) will apply if cancellation occurs after the Letter of Acceptance has been issued by Australian Internships (interns who have paid a 50% deposit of the program fee according to clause 5.2 are exempt from the cancellation fee but forfeit the 50% deposit). (**refer to table in Schedule 1**).

iii. Termination after Internship Commencement Date

- a. Should Australian Internships terminate the internship on or after the internship program commencement date Australian Internships will be entitled to retain all payments made by the intern under clause 5 of this agreement. (**refer to table I Schedule 1**).

*** ***Please see Summary table for all refunds/credits due to cancellation or termination in Schedule One***

11. Failure to Arrange the Internship

- i. If Australian Internships cannot arrange the internship within the time provided in clause 3.1, this agreement will automatically terminate unless extended by mutual agreement.
- ii. If this agreement terminates under clause 10.1(a) or 10.2, Australian Internships will retain the non-refundable application fee and 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 5.2(iii) will not be refunded).

11.1 Intern's Right to Terminate

- i. 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 and a mutually agreeable timeframe.
 - c. Australian Internships is subject to an insolvency event.
- ii. Should the intern decline the opportunity without reasonable cause Australian Internships may terminate the agreement by giving notice to the intern.
- iii. If an intern is unsuccessful with three prospect Host Organisation interviews, Australian Internships may terminate this agreement by giving notice to the intern.

11.2 Termination for Want of Visa

If the intern is unable to obtain a Subclass 407 Training Visa by the projected date of approval, either party may terminate this agreement by giving notice to the other.

***** Please see Summary table for all refunds/credits due to cancellation or termination in Schedule One**

11.3 Effect of Termination

- i. 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.
- ii. 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.
- iii. Each party retains any rights, entitlements or remedies it has accrued before termination

12. Postponement Clause

12.1 Postponed Internship (prior to internship confirmation)

- i. In the event that the intern postpones their internship prior to their internship confirmation, the intern
 - a. is not eligible for a refund of the application fee
 - b. He/she can postpone for a maximum of 6 months from the date of postponement request, pending visa eligibility.
 - c. At the time of reactivation will be required to undergo program assessment.
 - d. At the time of reactivation will be subject to payment of any increase in program, service or visa fees incurred during the postponement period

12.2 Postponed Internship (after internship confirmation)

- i. In the event that an intern postpones after internship confirmation and placement, the intern:
 - 10.1 Is not eligible for a refund of the application fee;
 - 10.2 Can postpone for a maximum of 6 months from the date of postponement request;
 - 10.3 At the time of reactivation he/she will be required to undergo program assessment

- ii. There will be a postponement fee of AUD\$500 if the same placement is not available.

13. General

13.1 Indemnity

- i. 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

13.2 Exclusion of Liability

Save for rights of refunds of payments made by the intern under clause 5.1 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.

13.3 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.

13.4 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. The focus of the internship program is to provide hands on training and structured skill development.

14 Force Majeure

14.1 Force majeure

- i. Subject to clause 19, neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of

circumstances beyond the reasonable control of the applicable party.

- ii. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labour disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control.

14.2 Termination for Force Majeure

- i. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than twenty-one (21) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimise the impact.
- ii. If that delay or failure to perform exceeds twenty-one (21) business days, a party may immediately terminate this agreement by written notice to the other party.

14.3 Obligation to Pay Money

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

15 Governing Law and Jurisdiction

15.1 Governing law

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

15.2 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.

16 Inconsistency

16.1 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

16.2 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.

17 Notices

Any notice or communication between the parties for the purposes of this agreement shall be in writing and may be addressed to a party at that party's address shown in the details of Application Form and internship particulars or at such other address within Australia as that party may have advised by notice in writing.

18 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.

19 Waiver

19.1 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.

19.2 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.

20 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.

EXECUTION PAGE

Date:

Executed by Intern

.....
Signature of Intern

.....
Print Name of Intern

EXECUTED BY AUSTRALIAN INTERNSHIPS PTY LTD

Pursuant to s127 Corporations Act

.....
Signature – Director/Secretary

.....
Print Name



SCHEDULE ONE – Table of Refunds and Credits

Note: * Program activation is the time when the Internship Program Supervisor is allocated to the intern and internship advice and/or program negotiation commences

Stage Define	Eligible Refund	Notes
Application Fee	\$0	Not refundable
50% deposit Program Fees	\$0	Non refundable after *Program Activation
50% deposit Program Fees	100% Refundable	Prior to *Program Activation
Cancellation Prior Program Activation	50% Program Fees Refundable	
Cancellation after signature of Training Agreement	No refund of Program Fees	
Cancellation of Internship Program after start date	No refund of Program Fees	
Cancellation of Internship Program by Host after start date	No refund of Program Fees	Eligible for replacement if no fault of intern
Postponement of Internship	No refund of Program Fees	Reactivation fee of \$500 for eligible candidates
Force Majeure	No refund of Program Fees	No additional fees if eligible to resume program at latter date
Insurance Fees	100% Refundable	100% refundable prior to activation of policy
Insurance Fees	Refundable balance of fees	Cancellation of insurance - refund for balance of weeks
Visa Fees	\$0	Not refundable after visa submission or upon visa refusal
Visa Administration Fee	\$0	Not refundable after visa preparation and collection/assessment of visa supporting documents
Accommodation Admin and Booking Fee	\$0	Not refundable after accommodation booking
Accommodation Admin and Booking Fee	100% Refundable	Prior to any booking arrangements
Accommodation Fees	100% Refundable	Refund is subject to the accommodation agreement provided. Cancellations provided within the advised timeline are eligible for full refund.