



Hospitality Internship Program

Terms and Conditions

Updated October 2019

Contents

1.	Parties.....	3
2.	Terms of the Agreement	3
3.	Specifications of the Hospitality Internship Program.....	3
4.	Service.....	3
5.	Payment.....	5
6.	Visa Application	6
7.	Accommodation Service	6
8.	Insurance	7
9.	Intern’s Obligations and Responsibilities	7
10.	Cancellations by Interns.....	8
11.	Cancellations by Host Organisation.....	9
12.	Postpone Clause	9
13.	Rights of Intern	10
14.	Termination.....	11
15.	Indemnity	13
16.	Exclusion of Liability	13
17.	Intern’s Warranty	13
18.	Internship not Employment.....	14
19.	Entire Agreement.....	14
20.	Force Majeure	14
21.	Governing Law and Jurisdiction.....	14
22.	Inconsistency.....	14
23.	Notices	15
24.	Relationship between Parties	16
25.	Rights, Powers and Remedies Cumulative	16
26.	Severability	16
27.	Time of the Essence	16
28.	Waiver.....	16

Hospitality Internship Program - Terms and Conditions

1. Parties

Professional Education Programs Abroad (PEPA), Po Box 2405, Strawberry Hills, NSW,2012.

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 PEPA and Australian Internships receives a complete and signed application form from the intern.

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 Hospitality Internship Program

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

- a. Position options: Food and Beverage, Front Office & Culinary (alternative roles may be available pending Host Organisation preferences and availability).
- b. Positions are available for 6 months.
- c. Positions include shift work and working in rosters (e.g. early morning or night shifts)
- d. Positions will average 30 hours per week over the course of the internship (some weeks less, some weeks more than 30 hours)
- e. Positions are located all over Australia, including remote locations. Interns agree to be absolutely flexible with locations.

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) / Certificates of qualifications.
 4. Letter of Reference from a current or previous employer or university.
 5. Evidence of payment of AU\$1000 application fee.
 6. Complete and signed application form agreeing to the Terms and Conditions.
 7. Evidence of current studies or employment within the internship field.
 8. Application video.

Note: Academic and/or professional referees will be contacted, as part of the PEPA and Australian Internships eligibility assessment process.

- b. Once these documents are submitted the intern is notified whether he/she is eligible for the program and the visa. Reference checks will be completed throughout the application process.
- c. Once PEPA & Australian Internships has completed the application assessment the intern will be issued the Application Feedback letter. The Application Feedback outlines the field of the internship and terms of the program. Within two business days of receipt of the Application Feedback, the intern must sign and return the Application Feedback to Australian Internships.
- d. To fully activate an application, a candidate must further submit:
 1. Evidence of financial support (AU\$2100 per month in Australia), e.g. copy of bank statement.
 2. Complete and verified Skills Audit form.
 3. Complete and verified Competency review form.
- e. Special requirements to fully activate the application:
 1. All candidates need to provide evidence of payment of AU\$1000 application fee plus 50% (AU\$500) of the program fee as a deposit.

4.2 Once all the required application documents have been submitted:

- a. Once PEPA and Australian Internships has received the signed Application Feedback together with all outstanding application documents as listed in 4.1.a, d & e, a Letter of Acceptance will be issued to the intern. Sending out the Letter of Acceptance to the intern fully activates the application. Not submitting all the required application documents will delay the internship start date.
- b. If the intern acknowledges that he or she does not agree with the terms of the Application Feedback that are materially consistent with the Application Form and no agreement can be reached within ten business days, this agreement will terminate.

4.3 Arrangement of Internship

Subject to clause 4.2, PEPA and Australian Internships must use reasonable endeavours to arrange the Internship in accordance with the application form and Application Feedback within 6 months of providing the Letter of Acceptance under clause 4.2.a.

- 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 intern tasks and training schedule 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 50% deposit (as outlined in 4.1.e) will not be refunded.

4.4 Termination in Certain Circumstances

- a. PEPA and 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. Should the intern decline the opportunity without reasonable cause

PEPA and Australian Internships may terminate the agreement by giving notice to the intern.

Invalid reasons for rejecting or cancelling an internship are set out in clause 13.4.

- b. If an intern is unsuccessful with three prospect Host Organisation interviews, PEPA and Australian Internships may terminate this agreement by giving notice to the intern.

4.5 Failure to Arrange the Internship

If PEPA and 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, PEPA and Australian Internships will retain the non-refundable application fee and cancellation fee 50% deposit(as outlined in 4.1.e) will not be refunded.

4.6 Not a Recruitment Agency

The intern acknowledges that PEPA and Australian Internships are not recruitment agencies 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.

5. Payment

5.1 Application Fee

The intern must pay PEPA an AU\$1000 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 PEPA to the intern.

5.2 50% Deposit of Program fee

- a. Additionally to the application fee, interns 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 4.4, 10, 11 or 12.
- b. Candidates that have already secured an internship before applying with PEPA and Australian Internships (HO Referral or self-arranged), but would like to use PEPA and Australian Internships as Service Provider's need to provide evidence of payment of AU\$1000 application fee plus 50% of the program fee as a deposit.

5.3 Program fee

The program fee has to be paid to PEPA within seven days of receiving the invoice.

5.4 Payment of Additional Service Fees

a. Accommodation Fees

1. Accommodation fees for the length of your internship are included in the program fees you pay to PEPA.

b. Visa Fees (Visa Administration, Nomination and Application Fee)

1. The visa application and nomination fees represents fees payable by the intern to The Department of Immigration in conjunction with an application to The Department of Immigration for a 462 working holiday visa.
2. In no event will the visa application fee be repayable by PEPA or Australian Internships to the intern after the amount paid for the visa application fee has been to The

Department of Immigration. It is the responsibility of the intern to apply for this visa prior to entering Australia.

- 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 PEPA or Australian Internships, PEPA will invoice the intern for these amounts.

6. Visa Application

6.1

PEPA and 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 PEPA and Australian Internships will retain the non-refundable application fee. The following applies for the remaining 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 be retained by PEPA and 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 and signed the Training Agreement.
- c. Once full program fees are paid, 50% of the program fee following the signing of the Training Agreement will be reimbursed in cases if deemed ineligible due to visa regulation changes post application activation.

7. Accommodation Service

7.1 Accommodation Service

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

7.2 Payment for accommodation

The accommodation rental will be made by PEPA once full payment has been received for all PEPA program fees associated with the Internship.

7.3 Accommodation Location

PEPA and 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.

7.4 Change of Accommodation

Save for the circumstances set out in clause 7.7, the intern must give a minimum of notice to PEPA and 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.

7.5 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.

7.6 Termination of Tenancy

Unless otherwise agreed by PEPA and 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).

7.7 Liability of PEPA and Australian Internships

- a. PEPA and Australian Internships makes no representations, warranties or undertakings as to the condition or state of the accommodation.
- b. In no event is PEPA and 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 through PEPA and Australian Internships.

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. This will be arranged for all interns via PEPA and Australian Internships and is included in your program fees.

9. Intern's Obligations and Responsibilities

9.1 Intern's Obligations

The intern must:

- a. Stay in regular contact with PEPA and Australian Internships and respond to all communication from PEPA and Australian Internships within three business days.
- b. Attend all interviews, including face to face, skype or telephone interviews, at the pre-arranged time that have been organised by PEPA and 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 Organisation.
- d. Observe and respect Australian culture and comply with all laws and regulations of Australia.
- 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 PEPA and Australian Internships he or she possesses.

9.2 Intern's Responsibilities

Notwithstanding the intern's obligations under clause 4.1., 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 Special requests for holidays must be submitted to PEPA and 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 PEPA and Australian Internships issuing the Letter of Acceptance, the intern may give written notice to Australian Internships cancelling their application. PEPA and Australian Internships will retain the non-refundable application fee. 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 be retained by PEPA and 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.

A 50% cancellation fee (50% of program fee) will apply if cancellation occurs after the Letter of Acceptance has been issued by PEPA and Australian Internships. The following applies for program and service fees:

- c. 50% deposit of program fee will be refunded in cases where internship negotiations have not yet commenced.
- d. The 50% deposit of program fees will be retained by PEPA and 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.

10.2 Cancellation after Signing the Training Agreement

Should the 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 PEPA and 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. 50% deposit of program fee will be refunded in cases where internship negotiations have not yet commenced.
 - ii. The 50% deposit of program fees will be retained by PEPA and 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.

10.3 Cancellation after Internship Commencement Date

Should the intern cancel the internship on or after the internship commencement date PEPA and 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 PEPA 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, PEPA and Australian Internships will use their best endeavours to find a substitute internship subject to the agreement of the intern to the substituted arrangements, where after clauses 13.5 and 13.6 of this agreement will apply.

11.3 Substitute Internship

If the Host Organisation cancels the internship under clause 11.1, PEPA and 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. Postpone Clause

12.1 Postponed Internship (prior to internship confirmation)

In the event that the intern postponed their internship prior to their internship confirmation:

- a. he/she is not eligible for a refund the application fee
- b. There will be no postponement fee charged
- c. He/she can postpone for a maximum of 12 months from the date of postponement request, pending visa eligibility
- d. At the time of reactivation he/she will be required to undergo program assessment

- e. At the time of reactivation he/she will be subject to any increase in program, service or visa fees incurred during the postponement period

12.2 Postponed Internship (after internship confirmation)

In the event that the intern postponed their internship after internship confirmation:

- f. he/she is not eligible for a refund of the application fee or the 50% program fees
- g. If the same placement is available there will be no postponement fee charged
- h. If the same placement is not available there will be a postponement fee of AUD\$1000
- i. He/she can postpone for a maximum of 12 months from the date of postponement request
- j. At the time of reactivation he/she will be required to undergo program assessment

13. Rights of Intern

13.1 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 PEPA and Australian Internships by providing a detailed written statement of the allegations of any of the events referred to in clauses 13.1.

13.2 PEPA and Australian Internships to Investigate

PEPA and Australian Internships must use best endeavours to investigate the intern's allegations referred to in clause 13. The intern acknowledges that PEPA and 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 PEPA and Australian Internships' investigations.

13.3 PEPA and Australian Internships Determinations

In the event PEPA and Australian Internships reasonably determines that the intern's allegations in clause 13.1 are made out and satisfy the requirements of this clause, PEPA and Australian Internships shall notify the intern that the internship has concluded where after PEPA and Australian Internships will use best endeavours to facilitate a substitute internship subject to the agreement of the intern to the substitute arrangements.

13.4 Invalid reasons for rejecting or cancelling an internship

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

- a. Size of Host Organisation.
- b. Location of Host Organisation
- c. Number of employees at the Host Organisation.
- d. Commuting distance to the Host Organisation from accommodation.
- e. International profile of the Host Organisation.
- f. Change of preferences after application.
- g. Changes in internship hours.
- h. Personal issues/relationships with other staff members and the internship supervisor.
- i. Level of supervision offered. Each Host Organisation has differing Training and Supervision policies which it adheres to.
- j. 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 intern. PEPA and Australian Internships will ensure that the specified tasks in the Training Agreement are aligned to the interns skills, capabilities and industry feedback.

13.5 Agreement of Intern

In the event that the intern agrees to the substituted arrangements in clause 13.3, these arrangements will be deemed to constitute a continuance of the internship and the internship particulars shall be amended accordingly to reflect these arrangements.

13.6 Termination of Internship

In the event that a substituted internship cannot be agreed under clause 13.3, the parties agree that this agreement will terminate.

13.7 Right to Repayment

If this agreement is terminated under clause 13.6, the intern will be entitled to a refund of all monies paid to PEPA and Australian Internships under clause 5, save the non-refundable deposit and any unrecoverable accommodation fees.

14. Termination

14.1 PEPA and Australian Internships Right to Terminate

In addition to any other rights of termination granted to PEPA and Australian Internships under this agreement, PEPA and 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 PEPA and Australian Internships with evidence of insurance in accordance with clause 8 before the date provided for in that clause

- f. The intern breaches the warranty contained in clause 17.
- g. If an intern is unsuccessful with three prospect Host Organisation interviews.

14.2 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 PEPA and Australian Internships at any time if:

- a. PEPA and Australian Internships breaches this agreement and the breach is not capable of remedy.
- b. PEPA and Australian Internships breaches this agreement and the breach is capable of remedy but PEPA and 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. PEPA and Australian Internships is subject to an insolvency event.

14.3 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.

14.4 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 PEPA and 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 PEPA and Australian Internships terminates this agreement under clause 14.1 or 14.3, the following refund and payment conditions apply:
 - a. Termination Prior to Signing the Training Agreement
Prior to PEPA and Australian Internships issuing the Letter of Acceptance, PEPA and Australian Internships may terminate the internship. In this case PEPA and Australian Internships will retain the non-refundable application

- i. A 50% termination fee (50% of program fee) will apply if cancellation occurs after the Letter of Acceptance has been issued by PEPA and Australian Internships.
- b. Termination after Signing the Training Agreement
Should PEPA and Australian Internships terminate 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 PEPA and Australian Internships, as are set out in the price list.
- c. Termination after Internship Commencement Date
Should PEPA and Australian Internships terminate the internship on or after the internship commencement date PEPA and Australian Internships will be entitled to retain all payments made by the intern under clause 5 of this agreement.
- d. No Certificate of Participation
Interns that get terminated by PEPA and Australian Internships will not be eligible to receive a Certificate of Participation.

14.5 Intern's Acknowledgement

The intern acknowledges the amounts PEPA and Australian Internships is entitled to retain under clause 14.4.d constitute a valid pre-estimate of the costs incurred and services rendered by PEPA and Australian Internships up to the date of termination of the agreement by PEPA and Australian Internships under clause 14.4.d.

15. Indemnity

The intern indemnifies PEPA and Australian Internships in respect of any claim, action, proceeding, judgment or demand made or brought by or against PEPA and Australian Internships or in respect of any

loss, liability, cost expense, damage, charge or penalty suffered by PEPA and 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.

16. Exclusion of Liability

Save for rights of refunds of payments made by the intern under clause 5 as provided for in this agreement, PEPA and 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.

17. Intern's Warranty

The intern warrants that any and all information, statements and representations made by the intern to PEPA and 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.

18. 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.

19. 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.

20. Force Majeure

20.1 Force majeure

Subject to clause 19, 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.

20.2 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.

20.3 Obligation to Pay Money

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

21. Governing Law and Jurisdiction

21.1 Governing law

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

21.2 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.

22. Inconsistency

22.1 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 Application Feedback
- d. The Letter of Acceptance

e. The Confirmation Letter.

f. The Training Agreement

22.2 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.

22.3 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.

23. Notices

23.1 General

Subject to clause 22.3, 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.

23.2 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.

23.3 Addresses for notices

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

23.4 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.

24. Relationship between Parties

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

25. 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.

26. 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.

27. Time of the Essence

Time is of the essence in this agreement.

28. Waiver

28.1 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.

28.2 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.

