

Candidate Application TERMS & CONDITIONS.

1. PARTIES

- a. This Agreement is between **Hoxlp Recruitment & Staffing Pvt Ltd**, and the intern (**the Candidate**).

2. TERMS

- a. The Agreement between the Candidate and Hoxlp commences upon acceptance of these terms and conditions by the Candidate and represents the relationship between the Candidate and Hoxlp. Hoxlp reserves the right to amend these terms and conditions at any time. Existing Candidates will not be affected if there is an increase in Program Fees by Hoxlp.
- b. Hoxlp may terminate this Agreement by written notice, if the Candidate:
- i. is in breach of any provision set out in this Agreement and fails to take reasonable steps to remedy the breach within a reasonable time as reasonably determined by the Hoxlp;
 - ii. is in breach of any applicable statute, regulation or policy; or
 - iii. Displays insufficient skill, professionalism or expertise to carry out the work to the standard required by the Host Organisation.
- c. Nothing in this agreement should be taken to the Consumer Guarantees contained in part 3 -2 Division 1, Subdivision B 'Guarantees relating to the supply of services' of the Australian Consumer Law. For the avoidance of any doubt Hoxlp Guarantees:
- i. That the service rendered under this agreement will be carried out with due care and skill; and
 - ii. The service rendered under this agreement will be fit for the purpose or give the results agreed by the parties to this agreement; and
 - iii. That the services rendered under this agreement will be delivered within a reasonable time frame.

3. INTERNSHIP INTERVIEW & PLACEMENT

- a. Hoxlp will use its best endeavours to provide the Candidate with an internship program (**the Internship**) at an Organisation working in an appropriate field of employment (**the Host Organisation**).
- b. The Candidate acknowledges that the Internship is to be unpaid and that there is no guarantee of a job outcome because of the Candidate's participation with Hoxlp or with the Host Organisation.
- c. The Candidate acknowledges that the purpose of the internship is to provide local work experience and to provide the opportunity for the candidate to build their professional networks.
- d. The Candidate acknowledges that at no time during the Internship will the Candidate be considered to be an employee of the Host Organisation.
- e. If a Candidate is offered employment by the Host Organisation then the Candidate must inform Hoxlp no later than 3 working days after commencing their employment.
- f. The Candidate acknowledges that Hoxlp operates as a recruitment company and may receive a recruitment fee from a Host Organisation that chooses to employ the Candidate.
- g. Hoxlp will use its best endeavours to produce an interview for the Candidate with a Host Organisation as soon as possible, but the first interview may take up to 16 weeks after the signing of this Agreement. For the purposes of calculating the 16 weeks in this clause the dates between 15 November and 20 January of any two consecutive years shall be excluded due to the holiday period.
- h. Hoxlp will endeavour to provide the Candidate with the opportunity to attend up to two interviews for Internship placements and, in doing so, Hoxlp will have fulfilled its obligations under this Agreement and the Candidate must pay all fees in full as set out in the Fee Schedule.

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- i. The Candidate acknowledges that the Host Organisation is responsible for the conduct of the interview process and that it is the sole responsibility of the Candidate and their performance in the interview that will lead to an Internship placement with the Host Organisation.
- j. The Candidate acknowledges that there is no guarantee by Hoxlp of a successful interview or internship placement.
- k. The name of the relevant Host Organisation to whom the Candidate is referred will only be disclosed to the Candidate after full payment has been made to Hoxlp. Candidate then will be made available to host Organisation(s) for interviews.
- l. The Candidate must not at any time make unsolicited contact with the Host Organisations.
- m. The Candidate will use their best efforts in the preparation and performance in the interview with the Host Organisation.
- n. The duration of the Internship is between 4 weeks to 24 weeks and is either part time or full time, depending on what is agreed between Hoxlp (The Host) and the Candidate.
- o. The type of work to be undertaken by the Candidate during the Internship and the hours of work is to be determined by the Host Organisation.
- p. Candidates are not allowed to reject a placement offer made by Hoxlp or leave their placement after starting an Internship, without permission from both the Host Organisation and Hoxlp, for any of the following reasons:
 - i. Size of the Host Organisation.
 - ii. Number of employees at the Host Organisation.
 - iii. Commuting distance to the Host Organisation from the Candidate's accommodation.
 - iv. International profile of the Host Organisation.
 - v. Change of the Candidate's preferences after application.
 - vi. Changes in the hours of the Internship.
 - vii. Personal issues or relationships with other staff members or supervisors at the Host Organisation.
 - viii. Level of supervision offered at the Host Organisation, noting that every company has differing training and supervision policies.
 - ix. Level of responsibility and tasks allocated in the Internship, noting that this is ultimately determined by the Host Organisation and is dependent on the qualifications, experience and performance of the Candidate. However, Host Organisations are obligated to allocate tasks to Interns which are related to that Interns field of study and developing skill set.

4. FEES

- a. The fee(s) payable by the Candidate to Hoxlp for the Internship placement are set out in the online Registration Agreement and the Hoxlp standard fee schedule(s) attached.
- b. All fees must be paid by the Candidate in accordance with the due dates agreed and if applicable as identified in any payment plan agreed between the Candidate and Hoxlp.
- c. Candidates may choose to enter a direct debit arrangement with Hoxlp or otherwise must pay all fees in full upon notification from Hoxlp of receiving an Internship Placement.
- d. Whether any fee or part thereof is refundable is indicated in the fee schedule(s) attached.
- e. A Cancellation Fee is payable if the Candidate terminates this agreement after being provided with the opportunity to attend at least one Interview.
- f. The Candidate acknowledges that any delay in the payment of fees may result in the Internship being delayed.

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- g. The Candidate acknowledges that any change in the Candidate's situation, for example, change of mind; finding a holiday job; health issues; leaving the country or any other issues; or failure to attend interviews or training, may result in the termination of this Agreement and that any fees paid will not be refunded subject to clause 2(c) above.
- h. Should the Candidate cancel the Interview or Internship on or after the Interview or Internship has been accepted by the Candidate, Hoxlp will be entitled to retain all payments made by the Candidate.
- i. In the event that the Candidate postpones their Internship prior to its confirmation, the Candidate is not eligible for a refund of any monies paid.
- j. If the Candidate pay fees by direct debit through a third party company, the Candidate agrees to comply with all of the terms and conditions of the third party, including that on the due date of any amount payable under this Agreement, the Candidate will authorize the third party will debit the amount due from the account duly nominated by the Candidate (**the Designated Account**) and should there be insufficient funds in the Designated Account the Candidate agrees to pay all amounts due and with the full amount of any deficiency to be immediately due and payable by the Candidate.
- k. Any request for refund must be made in writing to be eligible for a refund. A pro-rata refund of fees and charges paid may be granted if a participant withdraws for reasons of exceptional circumstances and at the discretion of Hoxlp CEO. Please refer to Hoxlp fees for any other charges for Hoxlp services.
- l. If the Candidate is required to complete a Migration Health Check the Candidate must pay the Migration Health Check Fee.

5. CANDIDATE OBLIGATIONS

- a. The Candidate must respond to all correspondence from Hoxlp.
- b. The Candidate must attend all training on time as required by Hoxlp. If the Candidate fails to complete initial training to the satisfaction of Hoxlp then the Candidate may be required to complete additional training.
- c. The Candidate must attend all interviews at the pre-arranged time and geographical location organized by Hoxlp.
- d. The Candidate must attend the Host Organisation on all days required by the Host Organisation as part of the Internship.
- e. The Candidate must be available for a minimum of three days each week (on Mondays, Tuesdays, Wednesdays, Thursdays or Fridays) to attend the Internship.
- f. The Candidate must perform all the duties required by the Host Organisation to an acceptable standard and with all due care, skill and attention required.
- g. The Candidate must pay Hoxlp all fees required under this Agreement as they fall due.
- h. The Candidate must provide Hoxlp with all documents requested, including, but not limited to, their resume, current certificates of public liability and other insurance matters including those set out in this Agreement.
- i. The Candidate must attend all mock interviews arranged by Hoxlp.
- j. The Candidate acknowledges that a delay in the provision of documents under this clause may result in a delay in providing the Internship.
- k. The Candidate must at all times hold a valid visa and the responsibility for obtaining the necessary visa lies solely with the Candidate. The Candidate must at all times obey the laws of State/Country.
- l. The Candidate must at the request of Hoxlp complete the feedback survey upon completion of their internship.
- m. A breach by the candidate of the any of above conditions entitles hoxlp to terminate the Agreement.

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- n. Any request to terminate this agreement or any notice purporting to terminate this agreement must be in writing.

6. TERMINATION

In addition to any other provisions as set out in this Agreement or as permitted by law, Hoxlp may terminate this Agreement in the following circumstances:

- a. The Candidate fails to attend any day of the Internship as set out by the Host Organisation unless the Candidate has a valid medical certificate for the date of absence;
- b. The Candidate fails to pay any monies owing to Hoxlp within 14 days of the monies being due;
- c. The Candidate provides any false, misleading, disparaging information about Hoxlp or the Host Organisation;
- d. The Candidate fails to obtain the required insurances outlined in this Agreement within 14 days of signing this agreement;
- e. The Candidate withdraws from the Internship either explicitly or by inference;
- f. The candidate gets his/her internship terminated by the Host Organisation;
- g. The Candidate engages in inappropriate conduct which includes but is not limited to the following:
 - i. Failing to comply with lawful directions of HOXLP or the Host Organisation;
 - ii. Unprofessional or discourteous behaviour;
 - iii. Attending the Internship under the influence of drugs or alcohol;
 - iv. Failing to comply with the laws of State/Country.

In the event that this contract is terminated under the above provisions, no refund will be available to the Candidate. Subject to the clause 2(c) above.

7. INSURANCE

- a. The Candidate agrees to take out any form of insurance required for the Internship by the Host Organisation or Hoxlp.
- b. Hoxlp is not liable for the upkeep of appropriate insurance by the Candidate while they undergo a trial period with a Host Organisation or while they undergo training and upskilling at a Registered Training Organisation.
- c. Upon the Candidate being referred to a Host Organisation and subsequently being hired in any capacity, Hoxlp is not liable for any claims, demands, charges or expenses incurred by the Candidate thereafter.
- d. A Candidate must obtain comprehensive medical, accident, travel and personal liability Insurance, which policy must insure the Candidate 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 \$2 million AUD, hospital cover and transportation to the Candidate's country of residence.
- e. The Candidate must provide evidence of all the above insurances to Hoxlp and the Host Organisation as required.

8. CONFIDENTIALITY AND NON-DISPARAGEMENT

- a. Both parties agree to keep all confidential information expressed by a party (**Confidential Information**) confidential and to use such information only for the purposes of performance of their respective obligations under this Agreement.
- b. A party must:
 - i. not disclose any Confidential Information of the other party to anyone else except as permitted under this Agreement;

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- ii. limit the disclosure of the Confidential Information within its own Organisation only to those of its officers and employees to whom such disclosure is strictly necessary for the purposes of this Agreement and who have been made aware of its confidential nature and have agreed to keep the information confidential in accordance with the terms of this clause; and
- iii. Not use the name of the other party in publicity releases, advertising or promotion of the party unless the other party has given its prior written consent (which shall not be unreasonably withheld).
- c. The obligations of confidentiality in paragraph (b) will not apply to information which:
 - i. is generally available in the public domain except where such availability is as a result of a breach of this Agreement;
 - ii. was known prior to the disclosure of the information by the other party; or
 - iii. Is required to be disclosed by an applicable law or court order.
- d. Notwithstanding anything else in this clause, Hoxlp may collect and hold personal information about the Candidate, that is, information that can identify the Candidate and is relevant to providing the Candidate with the services or products that the Candidate is seeking. This personal information may include details such as name, age, gender, contact information, products and services that the Candidate may be interested in or require more information about. If the Candidate purchases or requests products and services from Hoxlp, Hoxlp may also request the Candidate's preferences for receiving further marketing or promotional material.
- e. The obligations imposed under this clause will survive the termination of this Agreement.
- f. The parties agree that they will refrain from any disparagement or criticism of each other.

9. GOVERNING LAW

This Agreement is governed by the laws of the State/Country in which (client and Candidate is functioning). The Parties submit to the exclusive jurisdiction of the courts of the State court and any courts which may hear appeals from those courts.

10. DISPUTE RESOLUTION

- a. If a dispute arises between the parties in relation to this Agreement, the dispute must be dealt with in accordance with this clause.
- b. Any party claiming that a dispute exists must notify the other party to the dispute (**Second Party**) in writing of the nature of the dispute.
- c. If the dispute is not resolved by Agreement within five working days of the Second Party receiving the notice referred to in paragraph (b) above, either party may refer the matter to mediation conducted by a mediator agreed between the parties within a further five working days or failing Agreement within that period the dispute will be referred to the Resolution Institute for facilitation of a mediation in accordance with Resolution Institute's Mediation Rules. The costs of the mediator shall be borne equally between the disputing parties. The chosen mediator shall determine the procedures for the mediation. The chosen mediator will not have the power or authority to make any other determination in relation to the dispute.
- d. If the parties have not mediated a resolution of the dispute within 10 working days of the selection of a mediator, neither party shall be obliged to continue any attempt at mediation under this clause, and either party may then commence such legal proceedings as it thinks fit in relation to the dispute.
- e. In case of any dispute any one of the director will be present for the online (through video conferencing) hearing of the case.

11. INDEMNIFICATION

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- a. To the extent allowed by law, the Candidate indemnifies HOXLP against all liability arising from any claims, demands, charges or expenses made against or incurred by HOXLP as a result of any breach by the Candidate of this Agreement or any negligent or will-full act or omission of the Candidate.
- b. To the extent allowed by law, the Candidate shall defend, indemnify, hold harmless and insure HOXLP from any and all damages expenses or liability resulting from or arising out of any negligence or misconduct on the Candidate's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of the Candidate or failure by the Candidate to comply with the terms and conditions set forth in this Agreement and, without limitation, this indemnity given by the Candidate includes defending, indemnifying, holding harmless and insuring HOXLP from any and all damages expenses or liability resulting from or arising out of any claim made under the Employment and Work of the respective country.

12. NOTICES

Any notice to be given by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Notices delivered personally shall be deemed communicated as of actual receipt and mailed notices shall be deemed communicated as of five (5) days after mailing. The Candidate agrees to keep the HOXLP informed as to their current mailing addresses, as well as telephone, email and mobile numbers.

13. MISCELLANEOUS

- a. **Entire Agreement:** This Agreement along with any annexure is an entire document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto.
- b. **Amendment:** This Agreement may only be amended in writing.
- c. **Assignment:** A party will not assign or transfer all or any of its rights or obligations under this Agreement without the prior written consent of the other party.
- d. **Severance:** Any illegal or invalid provision of this Agreement will be severable and all other provisions will remain in full force and effect.
- e. **Waiver:** The failure of either party at any time to insist on performance of any provision of this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of the Agreement.
- f. **No merger:** This Agreement shall not be terminated by the merger or consolidation of HOXLP into or with any other entity the schedule sets out the fees payable and which refunds – if any – might be available and under what circumstances.

FEE SCHEDULE

Fees:

Option 1: \$300 initial upfront payment which includes administration fee which is **non-refundable** with subsequent payment of (Contract Value (minus) \$300) which can be paid on placement confirmation for a total fee of Contract Value. Alternatively, you may be eligible for a payment plan at the discretion of Hoxlp.

Option 2: If the candidate opt for full payment of contract value at the time of registration then he is eligible for 10% discount on the contract value i.e. (Amount to Pay = Contract Value – 10%) which includes \$300 that is non-refundable.

**Training materials, mock interviews and coaching is included in Hoxlp fees.*



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Refund Policy:

Hoxlp agrees to provide a refund of Amount paid (minus) \$300 for Option 2 only. Any payment made in Option 1 is non-refundable. If it is unable to provide the candidate with a minimum of two interviews within 12 weeks of signing this agreement. However Hoxlp will always endeavour to arrange an interview as soon as possible,

The candidate agrees that the refund policy does not apply if the candidate has a change of mind and the candidate agrees that their fees will be forfeited if they wish to remove themselves from the internship program.

The Refund policy only applies if Hoxlp is unable to successfully provide candidate with a minimum of 2 interviews within first 12 weeks of enrolment in case of option 2.

Please note: Registration fees of \$300 is non-refundable in any case.

Cancellation Policy:

Once the Initial deposit is made for Option 1 or Full Payment of contract value for Option 2 the candidate commits to the internship placement and must perform the Internship.

Interview No Show Policy:

If the candidate cannot attend the arranged interview for whatever reason, 2 Business days (being Monday to Friday not including public holidays) must be provided. If less than 2 Business days, notice is provided, the candidate acknowledges that they forfeit the opportunity to interview with the given company at their own discretion. If the candidate chooses to forfeit the interview, the refund policy does not apply.

Late payments:

Late fee will incur a late fee of \$50.

All credit/debit card payments will incur a 1.65% for Visa and MasterCard. Debit card attract a 0.88 cents transaction fee to cover bank charges.

Note: Please read all the conditions carefully.