



Host Organisation TERMS & CONDITIONS

1. PARTIES

Hoxlp Recruitment & Staffing and the organisation. (The Organisation, defined by the completed 'Organisation Details' section of the submitted Internship Vacancy Lodgement Form)

2. TERMS

The Agreement between the Organisation and HOXLP commences upon acceptance of these terms and conditions by the Organisation and represents the relationship between the Organisation and HOXLP. HOXLP reserves the right to amend these terms and conditions from time to time. Either party may terminate this agreement by giving the other party 14 days written notice of their intention to terminate the agreement.

3. INTERNSHIP PLACEMENT

- a. HOXLP will use its best endeavours to place an intern (or interns) (Intern) in an internship program (Internship) with the Organisation and agrees that it has received an acknowledgement from the relevant Intern that the Internship is to be unpaid and that there is no guarantee of a job outcome as a result of a Intern's participation in the Internship.
- b. The parties agree that all placements will require the approval of the Organisation and HOXLP and that the Intern will have the opportunity to be interviewed by the Organisation for the purpose of this approval.
- c. HOXLP agrees that the Intern has acknowledged to HOXLP that approval of the Internship is at the discretion of the Organisation.
- d. The parties agree that the Intern is not an employee of the Organisation and that there is no obligation to provide the Intern with future employment.
- e. HOXLP is not liable for any loss or damage whatsoever suffered by the Organisation as a result of:
 - i. The introduction of an Intern by HOXLP to the Organisation or any delay in said introduction; or
 - ii. An Intern refusing to accept an offer by the Organisation to the Intern for an Internship.

4. ORGANISATION ACKNOWLEDGEMENTS

- a. Comply with the relevant Employment and Job standards under State/Country Law as if the Intern were its employee.
- b. Provide a safe and supportive business environment including by identifying all relevant hazards at the workplace and assessing and controlling all risks and, if such risks are not controlled, informing HOXLP before the Internship commences.
- c. Provide the Intern with an appropriate level of supervision and work, taking into account the Intern's individual capacities and abilities and allowing the Intern to gain exposure to the Organisation's projects, operations and activities.
- d. Provide the Intern with the necessary tools to undertake the Internship, for example, by providing the Intern, if appropriate, with such items as a workstation, computer, telephone, protective equipment, etc.
- e. Allocate a mentor or supervisor from the Organisation to oversee the Intern and the Internship.
- f. Alert HOXLP to any issues of concern about the Intern including anything that occurs during the Internship affecting the health or wellbeing of the Intern.
- g. Immediately contact HOXLP about any critical incidents during the Internship involving the Intern including but not limited to bullying, discrimination or harassment.
- h. Notify HOXLP of any illness, absences or injuries in relation to the Intern during the Internship.
- i. Conduct an appraisal and provide feedback to the Intern at the end of 12 weeks of the Internship and report this information to HOXLP.
- j. Ensure that English is the primary language used at the workplace throughout the Internship.
- k. Ensure that the Internship takes place at a business workplace and not at any person's place of residence.



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- l. Provide a professional reference and/or a certificate to the Intern acknowledging the completion of the Internship.
- m. Allow HOXLP to use the Organisation's name, trademarks, logo or other intellectual property for marketing purposes.
- n. Whilst HOXLP makes every effort to verify information provided to HOXLP by Interns the Organisation agrees that HOXLP will not be liable for any errors, inaccuracies or misrepresentations contained in any information provided by HOXLP to the Organisation.
- o. The Organisation agrees to pay the fees contained in the fee schedule to HOXLP.
- p. The Organisation agrees to fully indemnify HOXLP in respect of any and all loss and damage arising from or in connection to:
 - i. Any act or omission of an Intern, wherever that act or omission takes place, whether that act or omission be intentional, reckless or negligent;
 - ii. The failure of an Intern to perform their duties or obligations;
 - iii. The injury or death of an Intern;
 - iv. Any damage to property arising from or in connection to the Internship;
 - v. Any misrepresentation by the Organisation to HOXLP;
 - vi. Any claim arising from or in connection to the Internship.

5. INSURANCES

The parties agree that the Intern will be responsible for taking out any insurance policies required during the Internship.

6. EMPLOYMENT OF THE INTERN

If an offer of employment is made by the Organisation to the Intern which is accepted, the parties agree that the Intern is then deemed to be under the sole responsibility of the Organisation from the beginning of the Internship and that any negotiations concerning wages, schedules, bonuses, holidays, etc, are those which took place between the Organisation and the Intern.

7. CONFIDENTIALITY AND NON-DISPARAGEMENT

- a. Both parties agree to keep all confidential information expressed by a party (Confidential Information) as 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;
 - 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. The obligations imposed under this clause will survive the termination of this agreement.
- e. The parties agree that they will refrain from any disparagement or criticism of each other.

8. PRIVACY



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The Organisation agrees to comply with the Privacy Acts of the State/Country, any approved Privacy Codes, and with HOXLP's Privacy Policy and Guidelines as amended from time

9. GOVERNING LAW

- a. This agreement is governed by the laws of the State/Country where the organisation is operating. The parties submit to the exclusive jurisdiction of the courts of the State/Country and any courts which may hear appeals from those courts.

10. VARIATION

- a. This agreement may only be varied by mutual agreement by both parties in writing.

11. 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 (the 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 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.

12. INDEMNIFICATION

The Organisation 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 Intern's part, or from any breach or default of this agreement which is caused or occasioned by the acts of the Intern or failure by the Intern to comply with its agreement with HOXLP.

FEE SCHEDULE

Cancellation Fee: A Cancellation fee of \$300 is payable by the Organisation once HOXLP has received the online vacancy lodgement form and has started the screening process or has advertised the vacancy.

Industry Specific Fees: Industry specific fees payable by the Organisation are listed on the online Internship Vacancy Lodgement Form.