



PROFESSIONAL INTERNSHIP Training Program

Terms and Conditions (latest update August 2014)

1. Terms of the agreement

1.1 Commencement of the agreement

This agreement will commence when Career of the Day receives from the intern a completed application form. Application Fee of \$550 + GST (\$605 payable) is required to commence and the remaining balance of \$1430 + GST (Internship Fee, \$1573 payable) is due within 10 working days. If entire amount paid in full upfront, total fee payable is \$1980.00

1.2 Termination of the agreement

This agreement will end on the internship termination date or as otherwise agreed.

1.3 Duration of the placement

The placement will be for no longer than 12 weeks in duration, in both full time and part time capacity. Any intention to extend or decrease the placement duration must be mutually agreed by all parties prior to commencement of the agreement.

2. Introductory service

2.1 Application form confirmation

To be considered for an internship, a candidate must submit to Career of the Day:

- A completed application form
- Electronic version of Curriculum Vitae (CV) and motivation letter
- Any other relevant references/ certificates
- Certified copies of your academic transcripts
- Electronic professional photo

The intern's program shall be placed on hold by Career of the Day until all the necessary documentation is received from the intern.

3. Training

Career of the Day shall provide the intern with our "first impressions/ diversity" training.

4. Facilitation of internship

Career of the Day must use reasonable endeavours to facilitate the Internship in accordance with the application form within 24 weeks of commencement. This 24 week period does not include any on-hold periods that the candidate self-imposes.

As a candidate, if you are only available for interviews on a part time basis or you put your application on hold, then the 24 week guarantee period is exclusive of these unavailable days contributing to 24 weeks of working days.

Career of the Day shall facilitate an entry level placement with a Host company in the intern's requested field.

The intern's requested field will be the one specified on the intern's application form.

Part-Time internships within the 12 weeks can be arranged upon approval but interns must commit to at least 20 hours per week.

Any changes to an intern's requested field must be submitted in writing prior to attending interviews.

The intern shall not be permitted to change their requested field subsequent to being placed in a host-company.

The intern acknowledges:

- The program is designed to develop the intern's practical and professional skills, via training, mentoring and support.
- The placement shall be "entry level", based on the intern's individual qualifications and skill-set, and may involve some administrative tasks.
- The intern must answer all email correspondence within 24 hours. Once placed into host company, intern must reply to email correspondence within one week and complete all questions and assessments when stated.
- In order to secure a position in a large, top 100 company a high grade point average (80% or higher) is often required.
- Selection of the host company will at the final discretion of Career of the Day.

5. Code of conduct

The intern must:

- be upfront about any commitments outside of the program.
- advise Career of the Day of any changes of details including visa status, contact details, travel plans, availability.
- attend any and all interviews, including telephone interviews, arranged by Career of the Day or its agents in respect of the internship and otherwise.
- attend the offices of the host company in relation to the internship in accordance with and at the times and days as noted in the internship particulars or as otherwise directed.
- comply with all rules, policies, instructions and requirements of the host company.
- observe and respect Australian culture as per the training provided in our "First Impressions" training program and comply with all laws and regulations of Australia (including but not limited to all laws in relation to the Visa).

The intern must NOT:

- attempt to negotiate a paid job offer or a sponsorship arrangement with the host-company at the interview or after the intern has commenced their placement without prior consultation with Career of the Day.
- engage in conduct that could prejudice the reputation of the host-company or negatively impact on the host-company's purpose in any way.
- engage in conduct that could be damaging towards Career of the Day in any way.
- harass, bully or discriminate any staff at Career of the Day or the host-company.
- act in a manner that is likely to be inconsistent with the companies rules, policies and procedures.
- mislead or deceive any staff at Career of the Day or the host-company in any way.
- participate in illegal activities or conduct that is likely to conflict with Australian culture (e.g. bribing the host-company or Career of the Day).
- act aggressively towards or manipulate any staff at Career of the Day or the host-company.

The intern acknowledges that if the intern's conduct is deemed unacceptable by Career of the Day, the program may be cancelled.

6. Relationship with Host Company

The Intern acknowledges that:

- The intern's relationship with the Host Company is NOT one of employment.
- The intern is not entitled to remuneration by either the Host Company or Career of the Day.
- The program is not probationary employment or unpaid trial work.
- The host-company is not obligated to offer the intern employment at the end of the program.
- Career of the Day makes no guarantee of any employment opportunity with the host company.
- Career of the Day is not liable to find the intern employment after the program.

7. Workplace insurance

Career of the Day agrees to provide workplace insurance for the intern.

The intern shall not do or allow anything to be done which would invalidate the intern's insurance policy or increase the premium and the intern shall pay Career of the Day all increased premiums and all other expenses as a breach of this term. Please read the fully understand the terms and conditions of your Insurance policy.

8. Alternative Placement

The applicant may ask to be placed with another organisation only should the following occur:

- Sexual/racial harassment or discrimination
- Inability of the company to continue operations
- Inability of the company to offer the applicant an internship
- If the applicant is dismissed from the company due to their English level provided the applicant has not misled Career of the Day Pty Ltd organisation about their English level at the time of application.

Applicants must attend any interviews with companies as arranged by Career of the Day. Career of the Day has the right to refuse arranging any further interviews for the applicants and excluding the applicant from the program if the applicant refuses to attend interviews or there's evidence that the applicant performs inadequately at the interview purposely.

Once applicant has commenced in workplace, applicants are not allowed to reject their placement offer for any of the following reasons:

- Size of the company
- Number of employees at the company
- Location of the company
- Change of preferences after application
- Changes in internship hours. A normal working week in Australia is approximately 40 hours. Applicants undertaking a full time internship may be required to do their internship for any period up to 30 to 40 hours per week (excluding lunch and other breaks)
- Conflict with other staff members and the internship supervisor
- Level of supervision provided. Training and supervision will vary from one company to another. There are no minimum hours that the supervisor is obliged to spend with the applicant on a daily basis
- Level of responsibility and tasks allocated. This is ultimately determined by the company and is dependent on the qualification/experience and performance of the applicant.

No alternative placement will be offered to applicants in the event of the applicant being asked to leave by the company for the following reasons:

- Negligence by the applicant in terms of misconduct or disobeying company procedures and policies
- Inability to perform training provided by the company due to inaccurate information provided by applicants on their application documents (CV, covering letter and any other documents)
- Leaving the company without informing Career of the Day at least two weeks prior and/or without being given approval to do so by Career of the Day.
- Taking time off for holidays, personal reasons without prior agreement with the company
- Taking sick leave without providing your company with an adequate medical certificate if asked to do so by the company
- Changing internship hours without prior permission from the supervisor at the company
- Not abiding by company rules
- Demanding payments from the host company if the internship is unpaid
- Acting in any way that adversely affects the smooth running or operations of the company. For example; unauthorised Internet downloads, using company resources in an unacceptable manner etc.
- Any breach of the Career of the Day Code of Conduct.

9. Damages

Career of the Day is in no way responsible for any damages caused by the intern during the internship program, where the damages may be of any nature.

The intern accepts all responsibility personally and understands that they are in no way to be regarded as employees of Career of the Day.

10. Confidential information

All Confidential Information is and shall be the sole and exclusive property of the Host Company.

The intern shall not disclose the names of host-companies on Career of the Day's database without prior written consent from Career of the Day.

11. Termination

11.1 Career of the Day

Career of the Day may terminate this agreement, with immediate effect, by giving notice to the intern at any time if:

- the intern breaches this agreement and the breach is not capable of remedy
- 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
- the intern is subject to an insolvency event
- the intern fails to make payments on or before the due date of any payments
- the intern breaches the code of conduct

11.2 Termination in certain circumstances

If the candidate does not accept more than two proposed internships, or if in the course of facilitating the internship the candidate breaches these terms and conditions, Career of the Day may terminate this agreement by giving notice to the candidate. If there are no breaches by the candidate, then Career of the Day will still fulfil the internship guarantee.

Intern is NOT allowed to reject placement offer for the following the reasons:

- Size of company
- Number of employees at the company
- Location of company
- Commuting distance to the company (commuting distance of 1 hour is accepted in all Australian cities due to the geography of the country)
- International profile of the company
- Changes of preference after application

11.3 Automatic Termination

The agreement will automatically terminate:

- upon the expiry of any period of notice of cancellation of the internship given by the intern
- if the host company cancels the internship due to breach of agreement or company policy

11.4 Effect of termination

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

- Each party retains any rights, entitlements or remedies it has accrued before termination
- If this agreement is terminated due to the fault of the intern for whatever reason or cause, under no circumstances will Career of the Day be liable to the intern for any losses, costs or inconvenience suffered.

12. Refund Policy

Career of the Day agrees to partially refund the internship fee if Career of the Day has not secured a placement within 24 weeks of confirmation of the internship program. (see table below)

The application fee is non-refundable after consultation for eligibility

The Insurance fee is fully refundable upon cancellation of the internship program, prior to placement.

Training is free if you undertake an internship. If you choose to cancel the internship within 24 week period associated costs for training will be deducted.

Refund of fees is calculated on a pro-rata basis. The following table sets out Career of the Day's refund procedure.

Approximate* Time frame may vary	Tasks Completed:	Refundable Amount:
Week 1 - 2	-Sign Into the CD Program -Registration process begins, amendments to CV and profile is created	The Application Fee is non-refundable
Week 3	-Pay balance of fee's (unless payment plan arranged) -Training class	70% of the Internship Fee is refundable at this stage
Week 4	-Updated CV sent to suitable host companies	50% of the Internship Fee is refundable at this stage
Week 5	-Staff follow up on application with calls and emails	25% of the Internship Fee is refundable at this stage
Week 6	-Setting interviews	10% of the Internship Fee is refundable at this stage
Week 7 - 24	-Attending interviews	Insurance Fee is refundable

The intern acknowledges that the amounts Career of the Day is entitled to retain for cancellation of the internship constitutes a valid pre-estimate of costs incurred and services rendered by Career of the Day up to the date of cancellation

13. Cancellation of internship by Host Company

If the host company cancels the internship prior to the internship termination date due to or alleging fault by the intern, the internship will be deemed completed. If the internship is cancelled by the host company prior to the internship termination date due to no fault of the intern Career of the Day will use its best endeavours to find a substitute internship subject to the agreement of the intern to the substituted arrangements.

Where Career of the Day arranges a substitute internship for the benefit of the intern which if agreed to by the intern, it will be deemed to constitute a continuance of the internship and the internship particulars will be amended accordingly to reflect these arrangements.

14. Grievances

Where an intern has a grievance concerning a decision or a situation, the intern/candidate has the right to raise the grievance and to have that grievance considered with courtesy, in a timely fashion, and without fear of prejudicial treatment.

The following table sets out the procedures which the intern should follow when they have a grievance.

	Step 1: Informal Process	Step 2: Formal Process
Dissatisfaction with level of service from Career of the Day	Raise the matter with the staff member concerned – it could be a simple miscommunication.	Lodge a complaint with the relevant staff member in writing.
Application for refund	Refer to refund policy. Contact relevant staff member. Discuss the situation which is the source of the grievance, as this is likely to lead to a resolution in the most straightforward way.	Submit an application in writing to the relevant staff member. Notice of decision will be made, in writing, within 30 days.
Dissatisfaction with decision to refund of student contribution or remission of debt	Request a review of decision. Review is considered by the relevant staff member. Notice of decision will be made, in writing, within 30 days.	Lodge an appeal in writing. The appeal is considered by the Director, whose decision is final. Notice of final decision will be made, in writing, within 30 days.
Response to a finding of misconduct	Refer to the student guide. Response to the finding of misconduct in writing. The response is directed to the relevant staff member. Informal mediation with relevant staff member may be required.	Formal mediation with Director and relevant staff member. Intern placed on probation.
Dissatisfaction with decision to terminate internship	Request a review of decision. Review is considered by the relevant staff member. Notice of decision is made, in writing, within 30 days.	Lodge an appeal against termination in writing. The appeal is considered by the Director, who's decision is final. Notice of final decision will be made in writing within 30 days.

Where an intern/candidate grievance or appeal includes allegations concerning the conduct or actions of a staff member, and the substance of those allegations is not minor in nature, the particular staff member will be immediately notified by the authority responsible for dealing with a formal grievance or appeal of the particulars of the grievance. The affected staff member must be given an adequate opportunity to respond to the relevant authority.

The intern acknowledges that the meeting and mediations held between both parties shall be recorded. This recording shall only be used in accordance with the relevant privacy laws.

15. Student Complaints

You have the right to appeal any decisions that Career of the Day has made in your consideration.

Should you wish to appeal, please complete this form and return it to our Head Office.

Career of the Day Pty Ltd
admin@careeroftheday.com
(03) 9867 5077

Personal Details:

Name: _____ Address: _____ Telephone: _____

Date: _____

Unit of Competency Name / program: _____

Have you utilised any or all of Career of the Day's services:

Yes No

Date you joined _____

Complaint Issue: Please provide details of issue/decision you would like to appeal. Why do you believe the statement against you is not correct?

Applicant signature _____

Private and Confidential