

Procedure

Complete application form and submit to Borchleeman.

On acceptance of an offer into the internship program (the program), interns are required to pay an application fee of \$550.00.

To secure a place in the program, applicants are required to pay the remaining balance of fees within 14 days of acceptance of offer.

Applicants (interns) who fail to pay by the due date will have their application withdrawn without further

PROFESSIONAL INTERNSHIP Terms and Conditions

1. Term of the agreement

1.1 Commencement of the agreement

This agreement will commence when Borchleeman receives from the intern a completed application form.

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.

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 Borchleeman:

- 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 Borchleeman until all the necessary documentation is received from the intern.

3. Training

Borchleeman shall provide the intern with our "first impressions/ diversity" training.

The intern shall attend the "first impressions/ diversity" training prior to attending interviews.

4. Facilitation of internship

Borchleeman must use reasonable endeavours to facilitate the Internship in accordance with the application form within 24 weeks of commencement.

Borchleeman 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.

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.
- The placement may involve some administrative tasks.
- 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 be at the final discretion of Borchleeman.

5. Fees

An application fee of \$550.00 AUD is due and payable on acceptance into the program.

The internship fee of \$ 2300.00 AUD is due and payable within 14 days on acceptance into the program.

There is a 2% surcharge on all credit card transactions, to be paid by the intern.

The intern will not be sent to interview until the internship fee has been paid in full.

Failure to pay by the due date will result in the withdrawal of the intern's application without further notification.

6. Code of conduct

The intern must:

- be upfront about any commitments outside of the program.
- advise Borchleeman of any changes of details including visa status, contact details, travel plans, availability.
- attend any and all interviews, including telephone interviews, arranged by Borchleeman 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 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 Borchleeman.
- 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 Borchleeman in any way.
- harass, bully or discriminate any staff at Borchleeman or the host-company.
- act in a manner that is likely to be inconsistent with the company's rules, policies and procedures.
- mislead or deceive any staff at Borchleeman 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 Borchleeman).
- act aggressively towards or manipulate any staff at Borchleeman or the host-company.

The intern acknowledges that if the intern's conduct is deemed unacceptable by Borchleeman, the program may be cancelled, and the intern will not be entitled to a refund.

7. 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 Borchleeman.
- 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.
- Borchleeman makes no guarantee of any employment opportunity with the host company.
- Borchleeman is not liable to find the intern employment after the program.

8. Workplace insurance

Borchleeman 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 Borchleeman all increased premiums and all other expenses as a breach of this term.

9. 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 Borch Leeman Pty Ltd/partner organisation about their English level at the time of application.

Applicants must attend any interviews with companies as arranged by Borch Leeman. Borch Leeman 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)
- Personal issues 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 Borch Leeman at least two weeks prior and/or without being given approval to do so by Borch Leeman.
- 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.

10. Damages

Borch Leeman 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 Borchleeman.

11. 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 Borchleeman's database without prior written consent from Borchleeman.

12. Termination

12.1 Borchleeman

Borchleeman 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

12.2 Termination in certain circumstances

If the intern does not accept more than two proposed internships, or if in the course of facilitating the internship the intern is not accepted for an internship by more than two prospective host companies (and whether the intern is interviewed by such prospective host companies or not), Borchleeman may terminate this agreement by giving notice to the intern.

12.2 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

12.3 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 for whatever reason or cause, under no circumstances will Borchleeman be liable to the intern for any losses, costs or inconvenience suffered or incurred by the intern

13. Refund Policy

Borchleeman agrees to refund the internship fee if Borchleeman has not secured a placement within 24 weeks of confirmation of the internship program.

The application fee is non-refundable under any circumstances.

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 associated cost for training will be deducted.

The Internship fee is partially refundable upon cancellation of the internship program (see Table below).

Refund of fees is calculated on a pro-rata basis. The following table sets out Borchleeman’s refund procedure.

Approximate: *Time frame may vary	Tasks completed:	Refundable amount:
Week 1	<ul style="list-style-type: none"> • Sign Into the BL Program • Resume and Cover Letter Amendments 	The application fee is non-refundable
Week 2	<ul style="list-style-type: none"> • Pay Balance of Fees • “First Impressions” Training class 	50% of the Internship Fee is refundable at this stage
Week 3	<ul style="list-style-type: none"> • Updated CV is sent to H/C that are suited to 100+ companies (Mail Merge) 	25% of the Internship Fee is refundable at this stage
Week 4	<ul style="list-style-type: none"> • Staff following up on all application with phone calls and emails 	15% of the Internship Fee is refundable at this stage
Week 5	<ul style="list-style-type: none"> • Setting interviews 	10% of the Internship Fees is refundable at this stage
Week 6 -12	<ul style="list-style-type: none"> • Attending Interviews 	NO Refunds available

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

14. 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 and Borchleeman will be entitled to retain all monies paid to it by the intern.

If the internship is cancelled by the host company prior to the internship termination date due to no fault of the intern, Borchleeman will use its best endeavours to find a substitute internship subject to the agreement of the intern to the substituted arrangements.

Where Borchleeman 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.

15. 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 service from Borchleeman	Raise the matter with the staff member concerned- it could be a simple miscommunication.	Lodge a complaint with the relevant business manager in writing.
Application for refund	Refer to refund policy. Contact relevant Business Manager. Discuss 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 business manager. Notice of decision will be made, in writing, within 30 days
Dissatisfaction with decision to refuse refund of student contribution or remission of debt	Request a review of decision. Review is considered by the relevant Business Manager or Business Administrator. Notice of decision will be made, in writing, within 30 days.	Lodge an appeal in writing The appeal is considered by the Director (Pauline Borch), 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. Respond to the finding of misconduct in writing. The response is directed to the relevant Business manager. Informal mediation with relevant Business Manager may be required.	Formal mediation with Director and relevant Business Manager. Intern placed on probation
Dissatisfaction with decision to terminate internship	Request a review of decision. Review is considered by the relevant	Lodge an appeal against termination in writing.

	business manager. Notice of decision will be made, in writing, within 30 days	The appeal is considered by the Director, whose decision is final Notice of final decision will be made in writing within 30 days.
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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.

16. Student Complaints

You have the right to appeal any decisions that Borch Leeman has made in your consideration.

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

Borch Leeman Pty Ltd
608/343 Little Collins Street
Melbourne 3000
(03) 9670 3199



Personal Details:

Name: _____ Address: _____ Telephone: _____

Date: _____

Unit of Competency Name / program: _____

Have you utilised any or all of Borch Leeman'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