

Development Together Pty. Ltd.

BOOKING TERMS AND CONDITIONS –

REMOTE INTERNSHIPS for UNIVERSITY STUDENTS

Please read the following Booking Terms and Conditions (“Booking Terms and Conditions”) carefully as they form the basis of the contract agreement (“Agreement”) between You (“Participant”, “Participants”, “You” and/or “Your”,) and Development Together Pty. Ltd. (“Development Together”, “Us”, “We” and/or “Our”) in relation to a Development Together Placement (“Placement”, “Program”, “Internship” and/or “Remote Internship”).

By asking Development Together to confirm this booking We are entitled to assume that You have read and understood these Booking Terms and Conditions and agree to be bound by them as part of the Agreement with Us. These Booking Terms and Conditions are valid for Placements from 1 May 2020 unless otherwise indicated.

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1. BOOKING TERMS AND CONDITIONS

1.1. Making a Booking

(a) Bookings for a Placement with Development Together are made by You by submitting a request to our Managing Director, in writing, and providing the following:

- I. Your name and contact details;
- II. Your course of study/discipline;
- III. The current semester You are enrolled in;
- IV. The length of placement You require;
- V. Any special requirements You may have (such as discipline specific supervision or documentation).

(b) Development Together will confirm receipt of Your booking and Placement in writing (via email).

(c) A deposit of 25% of the total payment is required at least four weeks prior to commencement of the program. Upon receipt of this deposit a contract will exist between You and Development Together. This contract is personal to You, and You shall not assign the benefit of this Contract without the prior written consent of Development Together.

(d) Once Development Together has received Your deposit it is counted towards the overall fee of the cost of the Placement. It is not an additional cost.

(e) It is Your responsibility to ensure that the information You provide is completed honestly and accurate, and You are required to advise Development Together of any pre-existing condition, medical (physical or mental health) or otherwise, that may affect Your ability to participate on the Placement, or any condition that may impact the Placement experience for other Participants, Development Together staff, Our Host Organisation/Partner Group staff, or the Local Community we are working with.

(f) Development Together offers You a position on the Placement on the strict understanding that You have read and understood these Booking Terms and Conditions, and that You accept and agree to abide by all Development Together policies (as outlined on the website). Once accepted You become an official Development Together Participant.

(g) You agree that You will abide by the decisions of the Development Together staff/team leader/supervisor and/or local Host Organisation/Partner Group staff engaged by Development Together whilst a Placement is in progress.

1.2. Placement Fees

(a) The price of all Placements offered by Development Together is based on the information provided by our suppliers and such prices are accurate at the time of publication.

(b) All prices are quoted in AUD and are subject to change if there are increases in costs related to taxes, services fees, airport fees or currency fluctuations.

(c) Where indicated, the Placement includes the following for the Participants:

- I. Program Briefing;
- II. Introduction to Host Organisation;
- III. Online Induction and Orientation to Partner Site;
- IV. 2 Days of Skills Development Workshops;
- V. A Professional Supervisor as per scheduled itinerary;

- VI. Access to Simulation Exercises and Case Studies;
- VII. One Feedback Session with Partner Site;
- VIII. One Feedback Session with Professional Supervisor and completion of relevant documentation;
- IX. One Debriefing Session with Development Together;
- X. Certificate of Completion;
- XI. Administration Support.

(d) Unless expressly listed in the detailed Schedule as an inclusion, the following costs are NOT included in the Placement. These costs will be at Your expense, and detailed under the appropriate sections of the Placement information, and any supplementary written communications or instructions sent to You:

- I. Costs associated with gaining National Police Clearance or Working with Children Check;
- II. Fees associated with gaining academic credit;
- III. Costs associated with accessing online delivery of the Program, such as Internet fees, WiFi Access etc.;
- IV. Costs associated with installation of nominated Communication Technology applications;
- V. Materials utilised for demonstration during therapy sessions;
- VI. University uniform, clothing, equipment etc.
- VII. Professional Indemnity and Workers Compensation Insurance etc.

(e) Development Together endeavours to maintain its advertised price but reserves the right to increase this price without notice at any time up to and including the day of commencement of the Placement.

(f) Development Together reserves all decision-making rights in relation to Placements, including but not limited to Placement partners.

1.3. Payment Process

(a) The Booking Deposit refers to the mandatory deposit to be paid by You to reserve this booking for your Placement in the amount We notify You at the time the booking is placed.

(b) A deposit of 25% of total payment is required at least four weeks prior to commencement of the program. Your Placement Booking will not be confirmed if We do not receive the Booking Deposit by the advised date.

(c) At the time of submitting a Booking Deposit please note that this deposit is a non-refundable and non-transferable deposit, except in circumstances where We are responsible for cancelling a Placement.

(e) The 2nd (and final) instalment (the 75% balance remaining of the Placement costs) shall be paid to Development Together no later than two weeks prior to the commencement date of the scheduled Placement.

(f) We also reserve the right to pass on a 2% surcharge for any payment amount made by credit card or Pay Pal. No additional charge for payments made by direct credit will be made (bank transfer/EFT).

(g) The Participants Placement cannot be confirmed until the initial deposit has been paid. Specific details about the Placement host including address, phone number and contacts can only be

provided after the deposit has been received. Failure to make the deposit will result in the loss of the Placement with no refund.

(h) If You cannot make these payments at the required times, You must contact us and make suitable alternative arrangements. If You fail to make a payment by the due date and You have not contacted us at least 14 days prior to make alternative arrangements, we reserve the right to remove You from the Placement. Instalment payments already made will be refunded unless You give us less than 14 days' notice of withdrawal from the Placement, in which case all payments will be forfeited.

(i) Development Together reserves the right to impose an administrative charge of up to \$100AUD per Participant for any payments that fail to reach us by the due date. We also reserve the right to pass on a 2% surcharge for any payment amount made by credit card or Pay Pal. No additional charge for payments made by direct credit will be made (bank transfer/EFT).

(j) A Variation Fee of \$300AUD, plus additional costs charged by third parties, including service providers, will be charged for any variation to the original Placement purchased. The variation fee is on account of administrative expenses incurred by Us in varying the Placement and is a genuine and reasonable pre-estimate of Our expenses. We will accept or reject Your request for variation at Our discretion.

(k) We may vary the Placement Fee at any time where there is an increase to the Placement costs for reasons outside Our control including fuel, government taxes and charges, exchange rate fluctuations or other Placement related cost or tariffs.

(l) If You have not paid the full Placement Fee and We must vary the Placement Fee due to an increase in Placement cost outside Our control, any increase We apply to the Placement Price will be only to the extent required to meet such additional costs.

(m) All prices are quoted in AUD, unless otherwise indicated.

1.4. Cancellation and Change of Dates and Duration

(a) If You, wish to cancel the Placement with Development Together, We must be advised of this in writing by the person responsible for signing the Booking Form as soon as possible and the following charges will apply:

- I. Cancellation more than 30 days before commencement of the Placement will result in total loss of deposit, and You may also be liable for cancellation or change fees to any third parties;
- II. Cancellation less than 30 days before the commencement of the Placement, or, after commencement of the Placement will result in total loss of Placement costs, including deposit.

(b) If a refund is applicable, Your refund payment will be processed 4-8 weeks following written notification.

(c) Your booking is conditional on Us receiving a minimum number of Participant bookings to operate the Placement and ensure an enjoyable group atmosphere. Where sufficient numbers cannot be achieved, We may cancel or delay a scheduled Placement. The minimum number is typically 4 participants, although this depends on the specific Placement and is at Our sole discretion.

(d) If We need to We will endeavour to make any decision to cancel or delay a Placement at least 30 days prior to the scheduled Placement Commencement Date

(e) Where We cancel a Placement, for whatever reason before departure, We will use reasonable endeavours to offer an alternate Placement at the closest possible departure date. Where the proposed alternate Placement is:

- i. Cheaper than the Your original Placement, We will refund the difference to You or,
 - ii. More expensive than Your original Placement, You must pay the difference to Us.
- I. If You accept the proposed alternative Placement, You will be bound by the new contract made up of these Terms and Condition and an amended Itinerary.
 - II. If You do not accept the proposed alternative Placement with 7 days of being notified by Us of the alternative, Our Contract with You will terminate, and We will refund all monies paid directly to Us back to You and We will have no further liability to You.

(f) We are not liable for any third party costs You may incur, when we have not booked on Your behalf.

1.5. Insurance

(a) You acknowledge that Workers Compensation and Professional Indemnity Insurance is not provided by Development Together or included in the cost of the Placement.

(b) It is Your responsibility to provide evidence of comprehensive and valid Workers Compensation and Professional Indemnity Insurance prior to the date of commencement of the Placement and that this will cover You for the entirety of the Placement.

(c) You acknowledge that You have been advised that You are required to have evidence of Professional Indemnity and Workers Compensation Insurance that may cover some but not all circumstances.

(c) You must not ignore this advice.

1.6. Health Requirements

(a) It is the obligation of each Participant to ensure that You are in good physical, emotional and mental health prior to the Placement, having regard to the destination and undertakings of the Placement.

(b) Each Participant confirms that they have answered the questions on the Application Form and the *Development Together Fitness to Participate Physical and Mental Health Declaration Form* accurately and agree to promptly inform Development Together if any of the information supplied becomes incorrect before the scheduled departure date of the Placement.

(c) If the Participant declares any pre-existing physical or mental health condition/s on the *Development Together Fitness to Participate Physical and Mental Health Declaration Form* they will require a medical clearance from a qualified Medical Practitioner or relevant Health Professional. Prior to commencement of the Placement they must have their Medical Practitioner, or relevant Health Professional, complete the *Development Together Fitness to Participate Healthcare Practitioner Assessment Form* advising whether

or not, in their professional opinion, they believe the Participant to be “fit to participate” on the Placement.

(d) If the Participant is deemed “fit to participate” but requires some adaptations, or, an action plan to assist them whilst on the placement, this should be clearly communicated by their Medical Practitioner, or relevant Health Professional with Us in writing. At our discretion we will share this information with relevant Development Together staff and our partner group staff if in the best interest of the participant/group.

(e) Development Together reserves the right to withdraw any Participant, at any time, if at its sole discretion, it deems the Participant’s physical, emotional or mental health could compromise the safety of the Participant, OR the safety of any other Participants’/Development Together Staff/Partner Group Staff/Local Community Members etc. where the Participant in question has been placed. In such circumstances, the Participant will be treated as having cancelled his or her participation in the Placement.

(h) The countries in which Development Together conducts Placements are often poor and may have different standards than what we are used to in Australia. When You undertake a Placement with Development Together the You acknowledge and accept that these standards are endemic in the country You are partnering with. We acknowledge that some practices in other countries may cause physical and emotional stress. You agree that it is Your responsibility to take care and caution in relation to their own physical health and mental well-being. You agree to assume that some of the things they may be exposed to are part of the experience, and You agree to the contents of the *Development Together Conduct and Indemnity Form*.

(i) By signing this document each Participant agrees that Development Together, their agents, officers, directors, employees, participant, volunteers, and representatives are not responsible for any death, illness, injury, loss or damage of any kind sustained by any person while the Participant is participating in the Placement and all related activities, caused in any manner whatsoever.

(j) When the Participant joins Us on a Placement, they are accepting that there may be a risk to their personal safety during the Placement. Development Together advises each Participant on a Remote Internship to use recommended equipment and to review the ergonomics of their homework place set up – including desks, chairs, computers, audio and visual equipment etc. and to work as closely to Australian standards as possible. We also request that each Participant ensures they have adequate internet access to ensure connectivity as per the proposed schedule. Each Participant acknowledges that they will be working remotely, and there may be times when audio and visual equipment does not always work effectively. If this is the case, we request that each Participant undertakes a test run each day to ensure that if a problem is identified it can be resolved prior to any online sessions with the Host Organisation.

(k) Accidents can on occasion occur, sometime due to no-one’s fault, and sometimes due to someone’s negligence. Each Participant agree to release Us from any and all liability in relation to the above and to waive any claims They may have against Us, Our owners, Our employees and contractors, supplier partners and any person or groups associated with Us, and each Participant expressly assume all risks associated with participation in one of our Placements.

(l) If an accident/incident does occur in relation to this Placement the Participant is required to inform Us as soon as possible. Participants are also required to complete the *Development Together Incident/Hazard Report* and submit within 24 hours to Us.

(m) Development Together agrees to follow the *Development Together Critical Incident Response Policy* should an incident warrant it.

1.7. Schedule

(a) Development Together makes all decisions in the planning process of the Placement. This includes without limitation decision making as to the identity of any Host Organisation, the commencement date, the proposed schedule etc.

(b) Every effort will be made to operate Development Together Placements as advertised but Our Placements are planned in advance and due to circumstances out of Our control it is sometimes deemed necessary to alter some aspect of a Placement. We will use reasonable endeavours to provide the Placement that You have booked in accordance with the proposed Schedule however, it may not always be possible for Us to adhere strictly to the Proposed Schedule. Development Together shall be entitled to make any or all of such alterations and changes without prior notification to or consultation with the Participant and We will not be liable to You for such variations.

(c) Where changes occur due to circumstances outside of Our control, this may result in Us being unable to provide the Placement in accordance with the Proposed Schedule. If this occurs, We will use reasonable endeavours to provide or arrange appropriate alternatives or substitutions. Circumstances outside Our control may include, but are not limited to:

- i. Changes to the commencement or finish dates;
- ii. Size of the Placement group;
- iii. Local Placement operators;
- iv. National or local holidays affecting the closure of public buildings and attractions;
- v. Strikes, civil disturbances and advices by government or other Force Majeure Events;
- vi. Or for any other circumstances beyond Our control.

(d) If a modification is made to a Placement that Development Together deems significant, You will be provided with three options:

- i. Accept the change; or
- ii. Transfer the booking payment to another Placement offered by Development Together (if available),
- iii. Or, receive a full refund if more than 60 days prior to Placement commencement date.

(e) Where We delay a commencement date of a Placement, for whatever reason, for more than 7 days, You may terminate this Contract and We will either:

- i. Provide You with a full refund for all monies paid to Us or;
- ii. Provide You with a credit for future Placements with Us, which will be valid for 24 months from the date You notified Us of the termination of this Contract.

(a) Any changes to the Proposed Schedule will be notified to each Participant:

- I. If prior to the proposed Placement Commencement Date – we will notify by phone, email or post;
- II. Or, if during the Placement - we will notify You personally.

(g) Should there be a need for You to alter the Proposed Schedule after the Placement Commencement Date, You must pay

for all expenses, which arise due to these changes. This includes changes due to illness or other personal reasons.

1.8. Conduct and Withdrawal

(a) By submitting a booking form and deposit to Development Together each and every Participant agrees to abide by the decisions and instructions from Our staff and any third-party providers of facilities and services engaged by Us.

(b) All Participants agree to follow Development Together's:

- i Code of Conduct Policy,
- ii Child and Vulnerable Adult Safeguarding Policy,
- iii Social Media Policy,
- iv Privacy Policy,
- v Responsible Travel Policy,
- vi Photographic and Video Images Policy,
- vii Recruitment of Ex-Offender Policy,

along with Our staff and Our Partner Group's instructions, at all times, to ensure Placement safety. Each Participant acknowledges that failure to do so will result in restricted access to areas on Placement, and if necessary, for Participants safety and that of the other Participant(s), withdrawal from the Placement.

(c) Participants will complete the *Development Together Conduct & Indemnity Form* and in signing this agreement, they understand and agree that as per *Development Together's Booking Terms and Conditions* We reserve the right to withdraw a Participant at any time, at its sole discretion, due to poor conduct or breach of one or more of Our policies and We will not be responsible for any costs incurred by the Participant.

(d) We require each Participant to comply with the laws of the country they reside in. If a Participant is found to be using illicit drugs or alcohol during the Placement will be asked to leave the Placement immediately and will not be permitted to participate in any further team activities.

(e) All Participants agree to provide a current (not less than 6 months old) National Police Clearance (or similar) OR Working with Children Check (or similar) at least 2 weeks prior to commencing this placement. We expect that Participants will not have any offences recorded on this document that may bring Our organisation into disrepute, or potentially harm Our participants, or the Organisations (staff and clients) that we partner with. It will be at the sole discretion of the Development Together Managing Director to make a decision as to each Participants eligibility to participate using Our Recruitment of Ex-Offender Policy for guidance IF any offences have been recorded against a Participant. If a Participant does not provide a valid National Police Clearance (or similar) OR Working with Children Check (or similar) they will not be eligible to commence the placement until it has been provided to Development Together staff for review.

(f) All Participants must make their own enquires regarding this Placement, including being aware of the relevant government safety warnings and legislation.

(g) Development Together advises that out of our Duty of Care if we are alerted to any significant concerns relating to a Participants behaviour OR physical/mental health, that may impact on Themselves/other Participant(s)/Our Staff/Our Partners/the Local Community, We reserve the right to contact the Our Partner Group AND the Participant's Next of Kin and/or University Representative to alert them, or to seek advice, at our discretion. We will inform You if we make this decision.

(h) All Participants undertaking a Placement with Us should be aware that We may notify their University Representative should the following occur:

i A breach of Our *Code of Conduct*, or other policies, which results in significant action being taken, or the removal of the participant from the Placement;

ii An incident/event related to the behaviour, or medical condition (physical or mental) of a Participant that requires Us to facilitate significant intervention/s to ensure the safety of the Participant/Other Participant(s)/Our Staff/Our Partners/the Local Community;

iii Any other significant incident that has the potential to result in harm or injury to the Participant/Other Participant(s)/Our staff/Our Partners/the Local Community;

(i) If, in the unlikely circumstances that a Participant is unable to work constructively, or We determine the continued presence of the Participant prejudices the Placement's good order or discipline, results in implications for the reputation of Development Together or our Partner group, whether involving contravention of Development Together's Code of Conduct, or the law of any country through which a Placement passes, or they are likely to cause offence, danger, damage or distress to Themselves/Other Participant(s)/Our staff/Our Partners/the Local Community the Participant is hereby advised that they may be terminated from the Placement.

(j) If such a situation arises We will advise the Participant and/or their University Representative that if the situation does not resolve (within a set time frame) that they may be removed from the Placement:

i In these circumstances, if Our staff or any third-party providers of facilities and services, and any local service operator considers that the behaviour of a Participant is damaging the effectiveness of Our Program, or is likely to disrupt or limit the achievement of the goals of the Placement, then They may issue the Participant with a *Verbal Warning of Pending Placement Removal*. We will advise the Participants University Student Mobility/Clinical Placement Coordinator of this action (if applicable).

ii If in the opinion of Our staff or any third-party providers of facilities and services, and any local service operator considers the behaviour of the Participant has not improved following this warning, then, after consultation with the Participant and the Development Together Managing Director, the Participant may be issued with a *Written Removal from Placement Notice*. We will advise the University Representative of this action (if applicable).

iii If this occurs, the Participant will be required to leave the Development Together Placement immediately. The Participant will not receive any further services or support from Development Together. No funds will be reimbursed to You in any circumstances as a consequence of their removal. Development Together shall not be responsible for a Participant once they have been withdrawn from a Placement or for any costs incurred by or associated with a withdrawn Participant. In addition, We will not consider or accept any claims for compensation or refund following the withdrawal of a Participant. We will advise the University Representative of this action (if applicable).

2. INDEMNITY AND LIABILITY

(a) Each Participant acknowledges that the enjoyment and excitement of the Placement is derived in part by being engaged with our Host Partner Organization located in the developing world.

(b) Each Participant accepts all the inherent risks of the Placement and all activities associated or ancillary thereto. By signing the booking form the Applicant agrees to be bound by the conditions set out in this agreement.

(c) Such general risks include, but are not limited to:

- i Placement variations or interruptions caused by illness; poor internet connection; clients not attending therapy sessions; public holidays; epidemics, pandemics or illness in regions without means of rapid evacuations or medical facilities; accidents; road, river or weather conditions; national or local holidays affecting the closure of public buildings and attractions; strikes, civil disturbances and advices by governments; hazards associated with travelling in undeveloped areas; travel by boat, train, automobile, aircraft or other means of transportation; high water levels; low water levels; flooding; lock closures; unscheduled vessel or vehicle maintenance;
- ii The acts, omissions or default, whether negligent or otherwise, of a Participant for providing incorrect information about, but not limited to, his/her health or failing to secure the correct and necessary documentation;
- iii The acts, omissions or default, whether negligent or otherwise, of third-party providers of facilities and services over who Development Together has no direct control (such as airline carriers and activity operators); or
- iv Any other event amounting to "force majeure" which includes any event which we or the supplier of the facility or service in question could not, even with all due care, foresee or forestall. Such events include but are not limited to; war or threat thereof, riot, civil action, political unrest acts of government, semi government or other authorities, inability to obtain any necessary license or consent and delays caused by sub-contractors, suppliers or other third parties (including telecommunications carriers), material shortages, acts of terrorism or other criminal acts, industrial dispute, natural disaster, adverse weather conditions, fire, floods or any other extreme weather conditions, loss of power, viruses, epidemics or pandemics, industrial disputes, slow-downs or other strike activities, changes to government visa or travel requirements, acts of God or any similar event, or other disruption to the Placement;
- v Or any other circumstances beyond Our control.

(d) All Participants agree to indemnify Development Together from any liability associated with the above. Further, each Participant waives any and all claims You may have now, or in the future, against Development Together and its employees and agrees not to sue Development Together or its employees except to the extent permitted by law in relation to nonexcludable contractual rights. The Participant agrees to assume these risks as a necessary part of the Placement experience and agrees to the Terms and Conditions outlined in the *Development Together Conduct & Indemnity Form*, and sign both the *Conduct Agreement* and the *Indemnity Agreement Clause*. By signing these documents, each Participant agrees that Development Together, their agents, officers, directors, employees, participants, volunteers, and representatives are not responsible for any death, illness, injury, loss or damage of any kind sustained by any person while participating in the Placement and all related activities, caused in any manner whatsoever.

(e) Each Participant acknowledge and agree that We accept no responsibility and will not be liable to You (or any third party) for any loss, cost or damage (including loss of enjoyment) suffered directly or indirectly in connection with:

- i Any Placement risk or other aspects of the Placement notified to each Participant in the Contract;
- ii Any change to the Proposed Schedule during the conduct of the Placement;
- iii Any personal injury or death from the acts or omissions or negligence of any third parties providing goods or services to the Participant during the Placement;
- iv Any loss or damage to your computer, phone or other IT device used in relation to this Placement;
- v Any loss to the Participants enjoyment due to circumstances outlined in the Contract or otherwise beyond Our control;

a. Each Participant acknowledge and agree that where the Placement, part of the Placement, or any other goods or services is not directly provided by Us or Our staff, but is provided by a third party providers of facilities and services, in the event of any dispute or claim including for loss, damage, breach of contract or negligence arising from the conduct of the local Service operator, each Participant must pursue their claim directly against the relevant third party providers of facilities and services.

b. Each Participant is responsible for protecting Your computer, phone or other IT devices from malicious or destructive content and programs such as viruses, worms and Trojans, and You are advised to protect your information as you deem appropriate.

c. Despite any other provisions of the Contract, and to the extent permitted by law, Our maximum liability to You or any third party (including any claims of negligence by Us) is limited to the Placement Price the You paid Us.

d. Each Participant acknowledge and agree that We are not liable to under any circumstances, for any loss of enjoyment, opportunity, profit, saving, revenue or interest or any other consequential or indirect, incidental, special or punitive loss, damage or expenses.

e. Each Participant acknowledge and agree that We are not liable for any delay or failure by Us or a Service Provider to perform Our obligations under the Contract, resulting from or as a consequence of a Force Majeure Event.

f. If a failure or event occurs or is anticipated due to a Force Majeure Event, Our obligations are suspended for the duration of the Force Majeure Event.

g. We may immediately terminate the Contract, if the Force Majeure Events delays performance of the Placement by Us or a Service Provider for a period of 7 days or more, calculated from the date We will notify You of the Force Majeure Event.

h. To the extent permitted by law, all express or implied warranties, guarantees, representations, or terms are expressly excluded.

i. Where the law implies any guarantee, condition or warranty which cannot be excluded, Our liability to You for breach of such an implied guarantee, condition or warranty is limited, to one or more of the following:

VI. In the case of goods: repair of goods, replacement of goods, the supply of equivalent goods or the cost of repair, replacements or supply of equivalent goods; or

VII. In the case of services: supplying the services again or payment of the cost of supplying the services again.

(f) Nothing in these Terms and Conditions operates to exclude, restrict or modify the application of any provision of the Competition and Consumer Act 2010 (Cth) or any equivalent State and Territory legislation, the exercise of a right conferred by such a provision, or any of Our liability for breach of a guarantee, condition or warranty implied by such a provision, where it is unlawful to do so.

3. IMPORTANT NOTICES ABOUT THIS PLACEMENT

(a) Participants with a known disability:

i We welcome Participants living with a disability or other special needs and encourage them to engage with us and participate as per the proposed Schedule. If a companion is required to provide assistance, please advise us. Please note that although We will use reasonable endeavours to provide each Participant with all the activities on the Proposed Schedule, depending on the Participants disability, it may not be possible for the Participant to participate in every activity and We or the Professional Mentor/Supervisor will have the right to refuse participation if We or the Professional Mentor/Supervisor believe the health and safety of the Participant or other Participants in the Placement may be impacted by the Participant with a disability. You must advise Us of any disability, medical condition or dietary requirement at the time of booking.

ii We may, in Our absolute discretion, decline a Participants position in the Placement if We are of the view that:

- We cannot provide for any or all of their special needs;
- Their health, safety or enjoyment, or that of any other Participants attending the Placement may be at risk;
- or the Participant cannot or will not abide by any reasonable directions of the Professional Mentor.

(b) Language.

i The main language on the Placement is English and all announcements and online sessions will be conducted in English (unless otherwise indicated). Please note that our Host Organisation may provide an interpreter depending on the English language ability of their staff and clients.

(c) Medical Care.

i We are not, and Our Service Providers are not, liable regarding the provision of any medical (physical and mental health) care for any Participant that they may require or choose to accept during the Placement. If medical attention is required, we encourage the Participant to see their regular General Practitioner (GP)/Doctor.

ii We will assist, where able, to identify the closest health care facility, if the Participant does not have a regular GP.

(d) Number of participants.

i The number of Participants on our group Placements will be limited to 4 guests, unless we otherwise advise You in writing.

(e) Internet Access

i We recommend that each Participant ensures they have appropriate access to a reliable internet source that will allow

them to engage in daily online communication sessions with our group and our Host Organisation.

ii Any costs involved in accessing internet, WiFi, download or upload costs, and/or appropriate software to communicate is at each Participants own cost.

iii It is important to note that: We are unable to assist Participants with setting up internet, computers, communication devices, audio, visual devices, etc. or attend to any IT needs.

4. PRIVACY POLICY

4.1. Internet Privacy Policy

This web site is owned and operated by Development Together Pty. Ltd. and will be referred to as "We", "Our" and "Us" in this Internet Privacy Policy. By using this site, You agree to the Internet Privacy Policy of this web site ("the web site"), as set out on this web site page. The Internet Privacy Policy relates to the collection and use of personal information that the Participant may supply to us through our web site.

We may modify or remove portions of this Internet Privacy Policy at any time. This Internet Privacy Policy is in addition to any other terms and conditions applicable to the web site. We do not make any representations about third party web sites that may be linked to the web site.

We recognise the importance of protecting the privacy of information collected about visitors to our web site, applicants for our placements and Participant who actually attend a placement and any information that is capable of identifying those individual ("personal information").

This Internet Privacy Policy governs the manner in which personal information, obtained through the web site, via an application or submitted as a necessary part of attending a program, will be dealt with. This Internet Privacy Policy should be reviewed periodically so that You are updated on any changes. We welcome comments and feedback.

We provide links to Web sites outside of our web sites, as well as to third party Web sites. These linked sites are not under our control, and we cannot accept responsibility for the conduct of companies linked to our website. Before disclosing personal information on any other website, we advise each Participant to examine the terms and conditions of using that Web site and its privacy statement.

4.2. Personal Information

Development Together will only collect personal information, such as Your name, address and email address that is provided voluntarily by themselves. From time to time, Development Together may send marketing information to Participants, such as new product information or special offers. If Participants elect not to receive this information, we will respect their wishes. Participants can opt not to receive marketing information from Development Together at any time by simply contacting Us.

As part of applying to participate with us, we collect personal information about Participants in order to assess their application and for them to take full advantage of our services. To do this it may be necessary for Participants to provide additional information to us as set out on our Application page on our website. Participants may access this information at any time by logging in and going to their account.



Any information gathered will not be sold or transferred to a third party. Personal information gathered will only be disclosed as needed to satisfy any law, regulation or legal request, to protect the integrity of the site, or to fulfill Participants requests.

Participants are entitled to access, change or request deletion of any personal information, or stop any further use of this information by contacting us.

It is our intention that this policy will protect Participants personal information from being dealt with in any way that is inconsistent with applicable privacy laws in Australia.

It may be necessary from time to time for Development Together to change this privacy policy, so Participants are encouraged to check here regularly. Any changes made to this policy will not be applied retrospectively and we will not change how we handle previously collected information without Participants consent.

Development Together is committed to protecting Participants personal information, and by providing personal information to Us, Participants consent to Us collecting, using and disclosing their personal information as follows:

- i Participants agree that in certain circumstances We are permitted to disclose Participants personal information to overseas recipients, including our overseas associated entities. These service providers will in most cases receive Participants personal information in the country in which they will provide a service to You or in which their business is based;
- ii Generally, we will only disclose Participants personal information to these overseas recipients in connection with facilitation of a Participants Placement and/or to enable the performance of administrative and technical services by them on Our behalf;
- iii Where We disclose Participants personal information to any person (including any overseas recipients), We will use reasonable efforts to ensure the recipient's compliance with relevant privacy laws; however, Participants acknowledge that We cannot control the privacy practices of the recipient and therefore will not be liable or accountable for how the recipient handles their personal information; and
- iv We encourage Participants to review the privacy policies of any third-party service provider whose services We arrange on Your behalf. When used above, "disclose" includes to transfer, share, send, or otherwise make available or accessible to another person or entity.
- v Copies of correspondence sent from the web site, that may contain personal information, are stored as archives for recordkeeping and back-up purposes only.
- vi Credit Card details are only stored for the processing of payment and will be deleted once payment is processed.
- vii Apart from where Participants have consented or disclosure is necessary to achieve the purpose for which it was submitted, personal information may be disclosed in special situations where believe in good faith that the law requires disclosure.
- viii If Participants have any questions regarding Development Together 's Internet Privacy Policy, You can contact us.

4.3. Personal Information of clients/staff at our Partner Sites

Development Together may require you to collect personal health information from our Partner Sites or their clients, as part of Your Placement. Information may only be collected if voluntary, with consent, or authorised by law for research within the Development Together Placement.

By accepting these Booking Terms and Conditions you agree that you will NOT:

- i. Infringe on the intellectual property rights of Development Together;
- ii. Transmit, distribute, disclose or make available any of the materials and/or private health information from this Placement, to any person, without the written consent of an authorised person of Development Together;
- iii. Transmit, or input via communication software used in the Placement, any:
 - a) Harmful code;
 - b) Unlawful, defamatory, obscene, offensive or scandalous material,
 - c) OR any material that constitutes or encourages conduct that would contravene any law or which may harass or cause distress or inconvenience to any person.

4.4. Data Protection

- (a) Any personal information the Participant provides Development Together is carefully secured and will not be sold or swapped to any third party. We may use Participants personal information to contribute to statistics and for future marketing purposes (unless they have told us that they do not wish Us to do so).
- (b) As with most websites, the Development Together website uses cookies, which are small data files which Our website server stores on a Participants computer in order to collect information about their visit and to remember when Participants visit Our site again so that they can log into their account with Us. Participants may disable or delete such cookies through their internet browser however, doing so may mean they will be unable to access Our website or parts of it, and/or they may not receive information which is relevant to their Placement.
- (c) We take appropriate technical and organisational measures which are intended to prevent unauthorised or unlawful processing of personal information and accidental loss or destruction of, or damage to, personal information.
- (d) We strive to ensure the security, integrity and privacy of personal information submitted to our sites, and we review and update our security measures in light of current technologies. Unfortunately, no data transmission over the Internet can be guaranteed to be totally secure.
- (e) However, we will endeavour to take all reasonable steps to protect the personal information Participants may transmit to us or from our online products and services. Once we do receive Participants transmission, we will also make our best efforts to ensure its security on our systems.
- (f) In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality of any personal information held by us. However, we will not be held responsible for events arising from unauthorised access to Participants personal information.

(g) Our web servers gather Participants IP address to assist with the diagnosis of problems or support issues with our services. Again, information is gathered in aggregate only and cannot be traced to an individual user.

(h) We use cookies to provide Participants with a better experience. These cookies allow us to increase Participants security by storing their session ID and are a way of monitoring single user access. This aggregate, non-personal information is collated and provided to us to assist in analysing the usage of the site.

(i) We will endeavour to take all reasonable steps to keep secure any information which we hold about University, and to keep this information accurate and up to date. If, at any time, You discover that information held about You is incorrect, You may contact Us to have the information corrected.

(j) In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality of any personal information held by Us.

(k) If We become aware of any ongoing concerns or problems with our web sites, We will take these issues seriously and work to address these concerns. If Participants have any further queries relating to our Privacy Policy, or Participants have a problem or complaint, please contact Us.

(l) For more information about privacy issues in Australia and protecting Participants privacy, visit the Australian Federal Privacy Commissioner's web site <http://www.privacy.gov.au/>.

5. PHOTOS AND MARKETING

(a) Each Participant consents to Development Together using images, video footage or testimonials (quotes) of the Participant taken during the Placement for advertising and promotional purposes.

(b) The Participant grants Development Together a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

(c) The participant agrees to abide by Development Together's Photography and Social Media Guidelines when taking photographs and/or publishing (on social media and in any other forms) images of people and Placement settings.

6. GENERAL INFORMATION

6.1. Feedback and Complaints

If a Participant has a complaint about any of the services arranged by Development Together whilst on a Placement the Participant must report this to the Placement operator so that it can be resolved immediately. Any feedback or complaint following the conclusion of a Placement must be made within 14 days of completion of the Placement in writing to by contacting Us.

Any delay in providing feedback or complaint may impede our ability to investigate the matter.

If a Participant is unhappy with something that does or does not happen on their Placement, the Participant must first use reasonable endeavours to negotiate with Us in good faith to settle the dispute before commencing proceedings in any court or tribunal.

6.2. Help understanding this Contract

If the Participant does not understand the Terms and Conditions, or any aspect of this Contract, please seek advice from Us, or an appropriately qualified professional. In Australia, for communication assistance, please call the National Relay on 133 677. If the Participant require an interpreter, the Translating and Interpreting Service may be able to assist on 131 450. 7 Dispute Resolution

6.3. Governing Law

This Agreement shall be governed and construed in accordance with the laws in force in Western Australia for the time being and the parties hereby submit to the exclusive jurisdiction of the courts of that State.

Any dispute or difference arising out of or in connection with this Contract shall be submitted to arbitration in accordance with, and subject to, the Institute of Arbitrators and Mediators Australia Fast Track Arbitration Rules. There shall be one arbitrator, the language of the arbitration shall be English, the place of the arbitration shall be Perth, Western Australia.

This clause does not affect the right of any party to seek at any time urgent injunctive relief from a court of competent jurisdiction.

These Terms and Conditions are governed by the laws in force in Western Australia, Australia. Subject to Clause 7, the Courts of Western Australia shall have exclusive jurisdiction to deal with all disputes arising out of, or in connection with, this Contract.

Any terms, which is, by its nature, intended to survive termination of these Terms and Conditions survives termination.

In any arbitration, a certificate in writing signed by a director of Development Together as to any facts or matters in dispute shall be prima facie evidence as to the truth of the facts or matters so certified.

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****Disclaimer: Reasonable precautions have been taken to ensure information in this publication is accurate. However, it is not intended to be legally comprehensive; it is designed to provide guidance in good faith, without accepting liability. If relevant, we therefore recommend each Participant take appropriate professional advice before taking any action on the matters covered herein.***

