

General Terms & Conditions

Internship services for students

Student Internship

Malta

Please read these Terms & Conditions carefully. All the services/offers of Student Internship are subject to these Terms & Conditions. Performing an internship through Student Internship, or subscribing to our offers of accommodation or additional services means that the Terms & Conditions below are accepted, whether this agreement is signed or not.

Student Internship reserved the full right and discretion to refuse and reject the application of any person deemed unsuitable for an internship or for any of its offers, and need not provide a reason for the rejection.

This agreement sets out the entire understanding between the Parties and shall be construed to supersede any other prior arrangements or communication between the Parties. Any amendment to this agreement shall be done in writing between the Parties.

All Student Internship's clients are obliged to act in accordance with the rules presented hereunder:

1. Definitions

- a) “Provider” or “SI” means Student Internship;
- b) “Client” means the student or intern;
- c) “Host Company” means the company in which the Client is placed to perform his internship;

2. Services

- a) The Provider offers the assistance to the Client find an internship as well as accommodation. The Provider maintains a database of internship offers available against which each prospective Client will be assessed, however the Provider may also in certain cases actively search for new Companies which may accept the Client depending on the skills and desires of the Client.
- b) The Provider maintains full right and discretion to decide whether a Client fulfils the requirements of an internship or the Company’s expectation and shall decide whether to offer an internship to a Client or not. The Provider may also reject the Client’s interest without providing any reason.
- c) The Provider is also able to assist the Client find suitable accommodation during their stay in Malta provided that such request is made at least three weeks in advance of arrival.
- d) The Provider can decline to render accommodation services to persons who do not also engage the Provider to provide them with internship services.
- e) The internships arranged in Malta are unpaid.

3. Formal requirements from the Client

- a) The Client must be at least 18 years old and a citizen of the European Union.
- b) Clients are urged to make their applications to the Provider to search for internship opportunities for them and to place them within a Company no less than three weeks in advance of the arrival date in Malta. Provider makes no guarantee to the Client that it will be successful in finding an internship opportunity for all Clients.

- c) The Client is obliged to provide SI with the resume, which is prepared in line with the requirements set forth (see section Costs & Promotions) on the Provider's website www.studentinternship.eu
- d) It is obligatory for the Client to be available for the Provider to arrange a Skype interview before the internship arrangement.
- e) The Client shall cooperate eagerly with the Provider and in a professional manner (answering the emails within 2 working days, being available on the phone, responding to letters sent etc.).
- f) The Client agrees to provide the necessary information that may affect the smooth running of the internship. SI reserves the right to refuse to consider a Client's application if the Client fails to provide the above within a reasonable timescale.
- g) Persons with a criminal record are not eligible for an internship.
- h) The Client should be able to communicate in English (at least B1 level).
- i) The Client is to carry medical insurance which covers him/her during the stay in Malta.
- j) The Client is responsible for his/her own travel arrangements and costs associated therewith. The Client may request the Provider for advice.

4. Financial Considerations

- a) The Provider is to charge the Client the amount of:
 - € 150 (gross value) for the service of arranging the internship

PROVIDED THAT if the Client also request the Company to find suitable accommodation for him/her, the applicable internship fee shall increase to €230.
- b) Payment of the fees must be made prior to the arrival of the client in Malta, with the exception of Clients who are passed on from a recognized university who may in this case make payment upon their arrival in Malta.
- c) A fiscal receipt will be given to the Client after payment of the applicable fees is made to the Provider and receipt thereof is acknowledged by the Provider.
- d) At an additional rate, the Client may request the Provider to arrange for airport transfers.
- e) Once the payment for the services has been made, it is not refundable. (* 6 b).

- f) The individual Client who wants SI to arrange the internship/accommodation, is obliged to issue 50% of the whole amount before the process arrangement. After the service is arranged, the Client is to pay the remaining amount. Therefore, whether SI is successful in matching an internship with a Client or not, provided that SI has made efforts to seek an internship for the Client it is entitled to payment of the fees. If SI is unsuccessful in any of its services, while it maintains a right to retain the 50% of the fees received, it renounces to the remaining 50%.
- g) In case the accommodation service is arranged and the deposit is needed, the Client is obliged to transfer the required amount to pay the landlord, guest-house, hotel etc.
- h) Unless the service is not paid on time, SI reserves the right to cancel the internship.

5. Accommodation

- a) The accommodation service is provided to the student at the price of € 80.
- b) The Client is to inform the Provider at least 3 weeks before the internship start date about the accommodation requirements for the Provider to assist with the Client find accommodation.
- c) The relevant agreement governing the rent of the premises, once accepted by the Client, is the lease agreement signed between the landlord and the Client.
- d) The Client is responsible for any costs related to the rental – e.g. deposit, rent, bills, internet.
- e) The Provider can arrange the accommodation according to the Client's requirements. However, the Provider is not a real estate agency, hence, the result may differ from the required one.
- f) The Provider shall not be responsible or liable in any way for any direct, indirect, consequential or other costs or damages which are suffered by the Client as a result of the services of the Provider, unless the damage suffered is due to willful misconduct of the Provider.
- g) Clients who accept both internship and accommodation services of the Provider receive favourable treatment and their applications are prioritized. The changes of finding an internship are better for these Client's.
- h) Should a Client opt to receive accommodation only services from the Provider, the Client shall pay a one-time fee of EUR 80 to the Provider and the Provider's service to such

Client terminates upon the signature of a lease agreement with a property owner. Accommodation only service clients are not entitled to any ongoing support services as specified at the following link: http://studentinternship.eu/podstrona_26.html under the heading Student Internship Offer.

- i) The Provider is not expected or required to equip the Client's apartment in any manner whatsoever and any requirements of the Client shall be taken care of by the Client, unless an alternative arrangement with the Provider is reached.
- j) The Provider does not take any benefit from the Client's rental payment.
- k) The owner of the flat is the person who is to be directly informed and asked for help in relation to any problems in the apartment. Accordingly the Provider's service in connection with the accommodation provided ends upon first introduction between the landlord with the Client organized by the Provider, whether in person or virtually.
- l) SI does not own any of the accommodation proposed. The Provider cooperates with partners for accommodation booking. SI is released from all responsibilities related to accommodation.
- m) The Client is responsible for personal belongings in its apartment and responsible for the contents left in the apartment and their security.
- n) The Client cannot host a guest without informing the owner, co-tenants.
- o) The Client is expected to respect the calm of the neighbourhood.
- p) The Client is solely responsible to make good for any damages causes to the property they reside in. If the Client breaks the item belonging to the owner of the accommodation, it will be held responsible and asked to reimburse it, or it will be deducted from the deposit. If the amount of the deposit is inferior to the amount of damage, additional expenses will be charged and the landlord can ask the Client to replenish the deposit.
- q) The rent must be paid on time by the Client.
- r) The Client must return the accommodation in a clean and undamaged state.
- s) If the Client decides to move out of the rented premises it is acknowledged that all payments made are not refundable. However, the deposit return will be negotiated between the landlord and the Client, taking account of any deductions for damages or other allowable deductions under the applicable lease agreement.

6. Internship termination

- a) Should the internship be terminated before running its full course due to reasons attributable directly to the Client's, all fees paid are non-refundable and the Provider shall not have any further obligations towards the Client.
- b) If the internship is terminated due to an occurrence not attributable to the Client:
 - the fees paid to the Provider will be returned pro-rata after 30 days of termination of the internship.

PROVIDED THAT the Provider does not arrange another internship/placement for the Client within 15 days of termination of the internship.

- c) The internship may be terminated by the Provider if the Client's behavior is not acceptable and puts the Provider's or Host Company's good reputation into jeopardy. No payment shall be refundable in such case.
- d) Once the internship is terminated due to Client's fault, SI reserves the right not to refund the expenses incurred. However, while the Provider accepts the Client's explanation, another placement can be arranged. In that case the respective payment has to be issued once again by the Client.
- e) If the Client decides to terminate the internship and does not provide reasonable causes, no payment shall be returned.

7. The Client's responsibilities and behaviour

- a) The Provider is not responsible for the Client's actions during the stay in Malta. The Client is obliged to act in a manner that is fully respectful to the Provider and the Host Company.
- b) The Client should entirely respect the Provider's and Host Company's Terms and Conditions, dress code policies and internal guidelines and procedures.
- c) The Client undertakes to respect the law of the country it will be doing its internship in.
- d) It is the Client's responsibility to obtain all necessary documents for travelling abroad and permits for performing an internship in the country.
- e) In case of any problems that arise with the Host Company, the Client should immediately report it to the Provider.

- f) SI employees and its partners cannot be held responsible for any injury, accident, theft, damage, disease, loss, cost or risk that may be incurred during an internship or residence in accommodation provided by SI.
- g) Without prejudice to the terms of article 6(b), under no circumstances will the Client be entitled to any compensation from the Provider.
- h) If the Client's lease agreement is terminated due to unacceptable behavior, the Provider is not obliged to arrange another accommodation service.
- i) The Client should be open-minded and eager to learn. At work the Client should represent professional behaviour, obey the rules, listen to the mentor and successfully fulfil the tasks given.
- j) The Client should not arrive late to work or be arrogant, ignorant or aggressive to the supervisors and other co-workers. The Client's behaviour should not be disruptive to other workers.

8. Student Internship commitments and liabilities

- a) SI acts as intermediary between the Host Companies and the Client.
- b) SI helps the Client to arrange internships in Malta.
- c) The Provider may, at the specific request of a Client, assist the Client find accommodation in Malta, but shall not guarantee the service.
- d) For the purposes of completing formalities, SI is to organize a welcome meeting.
- e) Initial cooperation with the student from the very first moment affects a potential internship quality (showing interest about his future placement, the Client has an influence on its own internship).
- f) The Provider undertakes not to disclose the Client's personal information to commercial institutions or any other person or entity.
- g) SI agrees to be available to provide all the necessary information to the Client in connection with the internship or accommodation.
- h) The Provider cooperates only with the Clients from EU.
- i) SI cannot be held liable for any costs due to flight changes, delays or cancellations.

- j) The Client hereby acknowledges that SI is not legally responsible for the Client during and outside of the internship programme.
- k) SI provides the Client with the information about the country, its culture, places worth visiting, upcoming events that the Client can attend (however, SI is not the event organizer).
- l) The Provider can assist the Client in arranging the best respective flight/transport to Malta.
- m) SI informs the Client about the buses schedule from the flat to the Host Company.

9. The Host Company

- a) The Provider is simply an agent and not an employer itself. The internship is not performed with the Provider but with Host Companies that offer internship opportunities to Clients of the Provider.
- b) The Host Company is sole decision-maker regarding the choice of applicants for the internship. SI does not offer any representation or warranty as to the suitability, honesty or capability of the Client to the Host Company or of a Host Company to the Client.
- c) The Client must comply with the code of conduct of the Host Company (punctuality, respect for the corporate culture, etc).
- d) If the Client accepts the offer by the Host Company, the Client is under the responsibility of the Host Company from the beginning of the internship. Any negotiations concerning schedules, bonuses, holidays will be agreed with the Director or the supervisors of the Host Company.

10. General conditions

- a) Student Internship agrees to act for the best interests of the Client.
- b) If any of the above conditions will be not obeyed by the Client, the Provider can terminate the cooperation.
- c) If the Client's internship is arranged through the University, SI closely cooperate with the institution. All the important decisions are made after the Provider and University representatives agree on the most effective and appropriate solution.

- d) By accepting the Provider's services, the Client agrees on the above Terms and Conditions.
- e) These Terms & Conditions are governed by the laws of Malta and any dispute arising out of this agreement shall be referred to Arbitration, presided only by one arbitrator.
- f) If any clause in these Terms & Conditions is found to be unenforceable or illegal, it shall be severed, and shall not affect the validity or applicability of the rest of the terms.



Kordecka Agnieszka

Agnieszka Kordecka

Director

Kamil Strojny

Kamil Strojny

Director

Witnessed by:

Dr. Claudio Caruana

LL.B LL.M (Strath.) (ICT Law) LL.D

Tower Business Centre, Level 1, Suite 5,
Tower Street, Swatar, Birkirkara, BKR4013.

Caruana
Malta