



As **Kickstart working experience and Tourism cc runs the Allinterns cc and its programs**, these are the terms and conditions which apply to any internship organized through Allinterns and Kickstart.

## **Interpretation / Subject of the contract**

Kickstart working experience and Tourism is a registered South African Company, with address: Unit F110, Platinum Junction Business Park, Cnr School & Koeberg rd. Milnerton, 7441.

The following conditions are valid between KickStart (referred to hereafter as 'Kickstart', 'We', 'us' and 'our') and the individual applying for a work experience programme through Kickstart (referred to hereafter as 'You', 'applicant', 'volunteer', 'intern' and 'your').

Other meanings:

'Work experience programme' means either the voluntary work, internship, gap year programme, summer camp, travel or language school course you are applying for.

Kickstart, situated in Cape Town, has a right of discretion and may accept an offer to procure a placement for an applicant; the ensuing contract is binding on the applicant upon registration.

The content of the contract are related to the services offered by KickStart

By applying for a work experience programme from Kickstart you agree to be bound by these conditions.

## **Terms and conditions – For all working experience programmes**

1. By submitting the application form (electronically or otherwise) you are entering into a contractual agreement with Kickstart and you agree to be bound by the following terms and conditions as described below, as well as bound by any specific conditions related to any of the Programs.
2. The information supplied in your Application form is deemed to be both true and correct, as the same with any further documentation required as part of your application. Should any of this be false or untrue Kickstart reserves the right to cancel your application at any time, in which case no refund will be applicable.
3. The information in the Kickstart website is believed to be correct and any errors or omissions are deemed to be inadvertent and beyond our responsibility.
4. Kickstart, and it partners and suppliers, retains the right to refuse any application it deems unacceptable for any reason, without giving reasons.
5. All arrangements concerning the services provided by Kickstart and it's Suppliers are provided with the understanding that neither Kickstart nor any affiliated company, agent or employee will be held responsible in case of injury, loss, death, HIV positive, illness, damage, expenses, claim, accident, deviation, delay or cancellation brought about by

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any circumstances whatsoever, nor by reasons beyond the control of Kickstart.

6. Kickstart retains the right to change prices caused by currency fluctuations or other reasons until you have paid 100% of the Program fee.

7. If you do not comply with the rules, values or directives of a Kickstart programme or excursion, Kickstart and its affiliates or partner organizations may release you from the programme with no refund.

8. In the event of a serious terrorist attack in your destination within 4 weeks prior to departure, Kickstart will give you the option of switching to another destination with no cancellation fee or administration charge, and you will pay or receive back the difference in programme fee between the original and new programme. Should you as a result of aforesaid cancel your Program Kickstart will not be liable for any refund.

9. If you make any alterations to (including arrival or departure dates) your programme, a 50 Euro administration fee will be charged. That same fee will be charged per project if you wish to switch from one particular project to another.

10. You do hereby agree that any images taken of yourself while on the program may be used by Kickstart without compensation.

11. In the event you wish to complain about any service provided by Kickstart, its suppliers or affiliates, you must first immediately inform the supplier of the problem in order to give the supplier the chance to rectify the problem. In the event that you cannot obtain satisfaction from the supplier you should put the complaint in writing to the supplier and at the same time inform Kickstart immediately by email, by fax, or by telephone. Kickstart will do its best to rectify the problem. No complaint will be considered if the above procedure is not followed.

12. In the event you decide to discontinue your programme before it is due to end for any reason, there will be no refund.

13. You are responsible for considering your health prior to the programme and warrants that they are fit and able to participate.

14. International and local flights (unless otherwise stated), Insurance, and Visa costs are not included in the cost of the Kickstart programme. KickStart cannot be held responsible for any action, negligence or event relating to the purchase or operation of flight tickets or flights, insurance or the visa application and process. Further, Kickstart will not be responsible for any costs or refunds due to changes or delays in flights.

15. You must warrant that you have travel insurance and must provide details of your cover to Kickstart before your departure, in writing by email. Kickstart takes no responsibility for any loss, damage, expense or hazard encountered as a result of the participant traveling uninsured or underinsured.

16. Kickstart cannot accept any responsibility or liability for changes or programme cancellations in the event of war or threat of war, terrorism or threat of terrorism, fire, sickness, bad weather, acts of government or local authority, acts of god, or other event or circumstance which amounts to a "force majeure".

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17. The prices of Kickstart programmes can change at any time, and are subject to each Suppliers home currency Euro fluctuations. Unless the program chosen is paid for in full should there be any increase in price the Applicant is liable for this increase.

## **INTERNSHIP PROGRAMMES**

### **§ 2 Content of the programme**

Upon successful registration, the applicant is entitled to make use of the extensive services provided by Kickstart, which can be viewed online. Kickstart reserves the right to change or amend the contents of the service package at short-notice.

### **§ 3 Right information of application**

The applicant hereby declares that all the information given is a correct and truthful account of your career records and relevant details.

Should any of this be false or untrue Kickstart reserves the right to cancel your application at any time, in which case no refund will be applicable.

### **§ 4 Additional procured services**

Contracts, entered into by you, which are facilitated by 'Kickstart' are exclusively between the applicant and the host company suggested by Kickstart. There exists no liability between Kickstart and the applicant concerning the services of the procured company.

### **§ 4 Contract of internship**

The relationship between the applicant and the procured company is regulated by a separate contract (internship agreement).

### **§ 5 Internship Placement**

After the receipt of your completed registration application, the procedure of procurement is started by Kickstart and will continue for a period for no longer than 5 weeks. If you refuse the first offer of internship, the procedure of procurement may be restarted after consultation about the reasons for the refusal.

If the application is received by Kickstart less than 10 weeks before the internship starts, Kickstart will try to finish the procedure of procurement within time period. There is however no express guarantee.

## **Conditions for Internship application process**

1. After receipt of your completed Registration and Application forms, the procedure of sourcing your internship is started by KickStart and will continue for a period of no longer than five weeks.

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2. Should you wish to withdraw from the programme(s) or services of Kickstart within this five week period, an administration fee of 100 Euro will be charged.
3. If Kickstart is unable to find you a suitable placement within five weeks, the applicant is released from these conditions.
4. If you refuse the first offer of internship, the procedure of procurement may be restarted after consultation about the reasons for the refusal.
5. Your programme placement is secured by your acceptance of your internship; An internship agreement signed by yourself and your host company; and the payment of the placement fee to Kickstart.

## § 6 Due date, payment and cancellation - internship

Once you have accepted an internship offered by Kickstart you will receive our internship agreement.

On signed receipt of our internship agreement by the applicant and host company, the placement fee of 400 Euro will be payable.

On receipt of your payment in the predetermined Kickstart account, your internship agreement between yourself and host company will be validated.

Should you unilaterally decide to recede from the internship agreement after signing the internship contract the placement fee of € 400 is not refundable.

Cancellations must be in writing. If you cancel you must email the notice of cancellation to our head office in Cape Town ([see our contact us page](#)).

If Kickstart is in default with the service provision you can withdraw from the contract. If you are unable to assume the internship after successful placement without fault of your own, Kickstart reserve the right to waive a part of the placement fee at our discretion.

If the host company or organization withdraws for reasons not attributable to the student after signing the internship contract, Kickstart will offer the student another possible work placement. If this is not possible, you will receive a full refund.

## § 7 Change of internship place

Kickstart is serving an exact procurement. In the event that the internship is not up to the standard that is agreed by internship contract, Kickstart is not bound by a contract to bring the parties (you and the host company) to precipitate an agreement, but we are willing to arbitrate between the parties. Generally it is not possible to change the place of internship. In the case that the parties do not come to a conclusion and the internship cannot be maintained, Kickstart will assist in a change of placement at its discretion.

## § 8 Kickstart Website and related websites

In conjunction with...





The information in the Kickstart website and of his partner websites is believed to be correct and any errors or omissions are deemed to be inadvertent and beyond our responsibility.

## **§ 9 Refuse of application**

Kickstart, and its partners and suppliers, retains the right to refuse any application it deems unacceptable for any reason, without giving reasons.

## **§ 10 Kickstart's responsibility**

All arrangements concerning the services provided by Kickstart and its Suppliers are provided with the understanding that neither Kickstart nor any affiliated company, agent or employee will be held responsible in case of injury, loss, death, HIV positive, illness, damage, expenses, claim, accident, deviation, delay or cancellation brought about by any circumstances whatsoever, nor by reasons beyond the control of KickStart.

## **VOLUNTEER PROGRAMMES**

### **§ 2 Content of the programme**

Upon successful registration, the applicant is entitled to make use of the extensive services provided by Kickstart, which can be viewed online. Kickstart reserves the right to change or amend the contents of the service package at short-notice.

### **§ 3 Right information of application**

The applicant hereby declares that all the information given is a correct and truthful account of your career records and relevant details.

Should any of this be false or untrue Kickstart reserves the right to cancel your application at any time, in which case no refund will be applicable.

### **§ 4 Additional procured services**

Contracts, entered into by you, which are facilitated by 'Kickstart' are exclusively between the applicant and the volunteer organization suggested by Kickstart. There exists no liability between Kickstart and the applicant concerning the services of the procured company.

### **§ 4 Contract of Volunteer project**

The relationship between the applicant and the procured volunteer company is regulated by a separate contract (Volunteer agreement).

### **§ 5 Volunteer Placement**

### **Conditions for Volunteer application process**

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1. After receipt of your completed Registration and Application forms, the procedure of sourcing your volunteer placement is started by Kickstart and will continue for a period of no longer than eight weeks.

2. Should you wish to withdraw from the programme(s) or services of Kickstart within this eight week period, an administration fee of 100 Euro will be charged.

3. If Kickstart is unable to find you a suitable placement within eight weeks, the applicant is released from these conditions.

4. Kickstart will try to place you with your first choice. If the volunteer placement is not available Kickstart will give you other options.

5. Your programme placement is secured by your acceptance of your volunteer placement; A volunteer agreement signed by yourself and your host volunteer organization; and the payment of the placement fee to Kickstart.

## **§ 6 Due date, payment and cancellation – Volunteer**

Once you have accepted a volunteer offered by Kickstart you will receive our volunteer agreement.

On signed receipt of our volunteer agreement by the applicant and host organization, the placement fee depending on the project and length of stay (as shown online) will be payable as followed Unless agreed differently in writing.

- 50% (Deposit) on Acceptance of your application to the particular Program booked, but by no later than 7 days thereafter;
- The balance and full amount at least 90 days before the 'Starting Date' of your booked Program.
- If you book a Program less than 60 days before the 'Starting Date' the full program fee must be paid immediately;

Cancellations must be in writing. If you cancel you must email the notice of cancellation to our head office in Cape Town ([see our contact us page](#)). In the event Kickstart or their Suppliers cancel a programme, you will receive a full refund. In the event that you cancel your Kickstart booking(s), a refund will be paid as follows:

- 90+ days before departure: full refund less deposit
- 60-90 days before departure: full refund less 70% of total programme fee
- Less than 60 days before departure: No refund, unless accompanied by a doctor's letter stating clear medical reason why you can not take the trip, in this case a 50% refund will be given.

(Note: Deposit amount may vary according to programme booked.)

On receipt of your full payment in the predetermined Kickstart account, your volunteer agreement between yourself and host organization will be validated.

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If the host company or organization withdraws for reasons not attributable to the student after signing the volunteer contract, Kickstart will offer the student another possible work placement. If this is not possible, you will receive a full refund.

## **§ 7 Change of volunteer place**

Kickstart is serving an exact procurement. In the event that the volunteer placement is not up to the standard that is agreed by volunteer contract, Kickstart is not bound by a contract to bring the parties (you and the host organization) to precipitate an agreement, but we are willing to arbitrate between the parties. Generally it is not possible to change the volunteer placement. In the case that the parties do not come to a conclusion and the volunteer placement cannot be maintained, Kickstart will assist in a change of placement at its discretion depending on the other volunteer placement requirements, costs and availability.

## **§ 8 Kickstart Website and related websites**

The information in the Kickstart website and of his partner websites is believed to be correct and any errors or omissions are deemed to be inadvertent and beyond our responsibility.

## **§ 9 Refuse of application**

Kickstart, and its partners and suppliers, retains the right to refuse any application it deems unacceptable for any reason, without giving reasons.

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All arrangements concerning the services provided by Kickstart and its Suppliers are provided with the understanding that neither Kickstart nor any affiliated company, agent or employee will be held responsible in case of injury, loss, death, HIV positive, illness, damage, expenses, claim, accident, deviation, delay or cancellation brought about by any circumstances whatsoever, nor by reasons beyond the control of Kickstart.