

Sheffield Hallam University Careers and Employment

Terms and Conditions for use of vacancy advertising service

The purpose of Careers and Employment is to facilitate the employment of students from Sheffield Hallam University (the "University") on campus in internal departments and faculties as well as to act as an information exchange between external employers and students and graduates of the University. Careers and Employment services are provided for the benefit of University students. Where it seems beneficial to do so, Careers and Employment will provide information about external vacancies.

By using Careers and Employment, all parties are agreeing to abide by the terms and conditions set out below.

1 SERVICE

- 1.1 Careers and Employment is not a recruitment agency and will not enter into contracts of employment with students or employers. Any contracts of employment resulting from a vacancy advertised via Careers and Employment are between students and employers.
- 1.2 Services offered by Careers and Employment will include vacancy advertising, recruitment and information events and the supply of students to internal departments of the University for casual opportunities.
- 1.3 Careers and Employment's services is provided for the benefit of University students and as such Careers and Employment will endeavour to ensure that opportunities or services publicised do not endanger or disadvantage students in any way.

2 ADVERTISEMENTS

- 2.1 Careers and Employment accepts information from employers and disseminates it to students at its sole discretion and as such reserves the right to decline to process information about an employer or to refuse to accept or publish specific vacancies. In such cases the decision of the Head of Careers and Employment Service, or their nominee, is final.
- 2.2 By submitting information to Careers and Employment, the employer warrants to the University that the information provided is accurate. All employer and vacancy information is published in good faith and the University does not take any responsibility or liability for statements made in employer's recruitment advertisements or literature.
- 2.3 In providing information to Careers and Employment, the employer must make clear the nature of the work offered, the specific duties involved, any necessary skills required, the proposed wages and other terms. Vacancy details must be factually correct and presented in plain English.
- 2.4 Vacancies must be advertised with a closing date no more than three months in advance with the exception of future graduate vacancies. Exceptions will be considered on a case by case basis at the discretion of the Careers and Employment team.
- 2.5 It is the responsibility of the employer to let Careers and Employment know when an advertised post has been filled.
- 2.6 Employers should notify Careers and Employment in advance if they also intend to make a direct approach to any academic department at the University for recruitment purposes to minimise duplication.
- 2.7 Where selection events may clash with exams and other important academic activities, Careers and Employment requests employers to be flexible and provide alternative times and dates for selection activities. Careers and Employment can provide details of the University's academic calendar on request.
- 2.8 Employers who wish to publicise opportunities via Careers and Employment warrant to the University that:
 - 2.8.1 they comply with all relevant legislation in relation to the opportunities to be publicised including legislation against discrimination on basis of age, disability, gender re-assignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation; and

- 2.8.2 they do not and will not contravene the Rehabilitation of Offenders Act 1974, as may be amended from time to time; and
 - 2.8.3 they have in place insurance cover in such amount and on such terms as a reasonably prudent operator carrying out the same or a similar business would maintain to cover the students for all risks associated with the type of work that they will undertake; and
 - 2.8.4 they have carried out all requisite risk assessments in respect of the opportunities being advertised and shall ensure all students undergo a thorough induction on all areas relevant to the opportunity prior to its start.
- 2.9 Recruiters acting on behalf of a client employer must inform Careers and Employment of the client's name and location.
- 2.10 Careers and Employment does not currently make a charge for its vacancy advertising service. Where a service user requests bespoke or additional services, Careers and Employment may charge a fee. All fees will be agreed at the time of booking and will be stated on the invoice, which must be paid within 30 days of the invoice date. Careers and Employment reserves the right to terminate any arrangements for non-payment or late payment of fees.
- 2.11 Careers and Employment will not advertise the following vacancies:
- 2.11.1 on campus brand managers and leafleteers;
 - 2.11.2 vacancies which, in the opinion of the Head of Careers and Employment Service, require students to be self-employed without the guarantee of National Minimum Wage;
 - 2.11.3 multi-level marketing schemes;
 - 2.11.4 commission and piece work only opportunities which do not guarantee that the employee will receive the National Minimum Wage;
 - 2.11.5 essay writers, academic tutors (written) and support researchers;
 - 2.11.6 agency vacancies which require the student to pay a fee;
 - 2.11.7 escrow operators and vacancies which require applicants or recruits to make use of their personal bank / building society account for purchases or sales;
 - 2.11.8 vacancies which may compromise the health and safety of the student;
 - 2.11.9 vacancies in private households;
 - 2.11.10 vacancies where students or graduates are required to work from home;
 - 2.11.11 unpaid internships;
 - 2.11.12 any other vacancy which may damage the University's good reputation or fails to satisfy these terms and conditions.

3 INFORMATION

- 3.1 Careers and Employment will not disclose the personal details of students to employers without the student's prior consent.
- 3.2 Any information submitted by the employer to Careers and Employment, including contact details, may be used for other purposes such as marketing and evaluation.

4 POTENTIAL EMPLOYEES

- 4.1 All employers are expected to provide potential recruits with a copy of the written contract of employment relevant to the vacancy.
- 4.2 It is the employer's responsibility to satisfy itself as to the suitability of any potential employees and shall be responsible for undertaking any pre-employment checks.
- 4.3 The University does not warrant that any candidate who applied for a vacancy through Careers and Employment or otherwise is likely to be suitable for the post.

5 BOOKINGS FOR CAMPUS VISITS AND PROMOTIONAL EVENTS

- 5.1 Careers and Employment reserves the right to decline bookings or requests to arrange campus visits (presentations, workshops, information stands and interview sessions) for employers.
- 5.2 Requests for campus visits are to be made via the Careers and Employment booking form, which is available upon request. Confirmation of acceptance of the booking request will be made in writing and is subject to availability.
- 5.3 Employers visiting campus are not permitted to canvas students generally, distribute leaflets or display promotional materials except in the locations authorised by the booking.
- 5.4 If the booking is cancelled for reasons within the University's control no charges will be made and any deposits will be refunded less any actual costs already incurred.
- 5.5 No financial or other liability will be accepted by the University if the booking is cancelled for reasons beyond its control.
- 5.6 Careers and Employment can only accept an event booking on condition that the booking party:
 - 5.6.1 has public liability insurance cover for not less than £2million; and
 - 5.6.2 will hold the University harmless against all claims and liability arising as a result of any damages suffered or incurred by its members and/or their equipment whilst on University premises at the event; and
 - 5.6.3 will indemnify the University for any losses incurred during its visit.
- 5.7 In the event of a party cancelling a booking, the University reserves the right to recover from the booking party its reasonable costs.
- 5.8 The University operates a no smoking policy on all its premises and external visitors are required to refrain from smoking in all areas.
- 5.9 While on the University's premises, visitors are required to abide by the University's policies, in particular health and safety, equal opportunities and freedom of speech on campus.
- 5.10 All bookings are taken on the understanding that any party involved in an event will not commit any act of harassment on University premises.

6 LIABILITY

- 6.1 Careers and Employment will make reasonable endeavours to provide vacancy information to students in a timely and accurate manner in accordance with these terms but does not accept any responsibility for the ability or conduct of any student recruited through Careers and Employment.
- 6.2 The University cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:
 - 6.2.1 all damage to your property (including vehicles and bicycles parked on University campuses) unless it is caused by the negligence or default of the University or its staff;
 - 6.2.2 any modification or cancellation of a service provided under these terms;
 - 6.2.3 personal injuries or death except in so far as it is caused by the negligence of the University or its staff;
 - 6.2.4 all indirect and consequential losses, loss of opportunity and loss of income or profit, however arising.

In any event, save for any liability in negligence for personal injury or death, any remaining liability or any other liability of the University in contract, tort, breach of statutory duty, misrepresentation or any other liabilities, however occurring, are limited to the value of any fees paid by the employer to the University.

7 GOVERNING LAW

- 7.1 These terms shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.