

## Sheffield Hallam University Careers and Employment Terms and Conditions

### Terms and Conditions for use of vacancy advertising service

The purpose of Careers and Employment is to facilitate the employment of students on campus in internal departments and faculties as well as to act as an information exchange between external employers and students and graduates of Sheffield Hallam University. Careers and Employment services are provided for the benefit of Sheffield Hallam 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 stated within these Terms and Conditions below.

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.
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.
3. Careers and Employment will not disclose the personal details of students to employers without the student's consent.
4. All employer and vacancy information is published in good faith and by submitting the information to Careers and Employment, the information provider warrants to the University that the information is accurate. Sheffield Hallam University does not take any responsibility for statements made in employer's recruitment advertisements or literature.
5. Careers and Employment's services is provided for the benefit of 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.
6. Employers who wish to publicise opportunities via Careers and Employment warrant to the University that they comply with legislation against discrimination in employment on basis of age, disability, gender re-assignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation,.
7. The employer warrants that it does not and will not contravene the Rehabilitation of Offenders Act.
8. 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.
9. Careers and Employment will not advertise the following vacancies:
  - a. on campus brand managers and leafleteers;
  - b. 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
  - c. multi-level marketing schemes;
  - d. commission and piece work only opportunities which do not guarantee that the employee will receive the National Minimum Wage;
  - e. essay writers, academic tutors (written) and support researchers;
  - f. agency vacancies which require the student to pay a fee;
  - g. escrow operators and vacancies which require applicants or recruits to make use of their personal bank / building society account for purchases or sales;
  - h. vacancies which may compromise the health & safety of the student;
  - i. vacancies in private households;
  - j. vacancies where students or graduates are required to work from home
  - k. unpaid internships
  - l. any other vacancy which may damage the University's good reputation or fails to satisfy Careers and Employment's terms and conditions.

10. All employers are expected to provide potential recruits with a copy of the written contract of employment relevant to the vacancy.
11. Recruiters acting on behalf of a client employer must inform Careers and Employment of the client's name and location.
12. The information submitted by the employer to Careers and Employment, including the contact details, may be used for other purposes such as marketing and evaluation.
13. 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.
14. Vacancies must be advertised with a closing date no more than three months in advance with the exception of future graduate vacancies. Exceptions to this condition will be considered on a case by case basis and will be at the discretion of the Careers and Employment team.
15. 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 require 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.
16. Careers and Employment reserves the right to terminate the contract in the event of non-payment of fees and reserves the right not to enter into further contracts with debtors.
17. 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. 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.
18. Employers should notify Careers and Employment in advance if they also intend to make a direct approach to any academic department for recruitment purposes to minimise duplication.
19. 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 academic calendar on request.
20. It is the responsibility of the employer to let Careers and Employment know when the post has been filled.
21. 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.
22. The University cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:
  - 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;
  - any modification or cancellation of a service provided under these Terms;
  - personal injuries or death except in so far as it is caused by the negligence of the University or its staff;
  - 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.

#### **Terms and Conditions applying to bookings for Campus Visits and Promotional Events**

In addition to the above terms, bookings via Careers and Employment for a campus visit or participation in a student employment fair or equivalent event, are subject to the following terms:

23. Careers and Employment reserves the right to decline bookings or requests to arrange campus visits (presentations, workshops, information stands and interview sessions) for employers.

24. Provisional arrangements for campus visits will be made on receipt of the completed booking form. Confirmation will be made in writing and is subject to availability.
25. Employers visiting campus are not permitted to canvas students generally, distribute leaflets or display promotional materials except in the locations authorised by the booking.
26. 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.
27. No financial or other liability will be accepted by the University if the booking is cancelled for reasons beyond its control.
28. We can only accept your event booking on condition your organisation has public liability insurance for not less than £2m limit of indemnity; render us harmless of all responsibilities for your members and their equipment; indemnify the University for any losses incurred during your visit.
29. In the event of a party cancelling a booking, the University reserves the right to recover from the booking party its reasonable costs.
30. The University operates a no smoking policy on all its premises and external visitors are required to refrain from smoking in all areas. 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.
31. All bookings are taken on the understanding that any party involved in an event will not commit any act of harassment on University premises.
32. This agreement 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.