

## TERMS AND CONDITIONS

Please read these Terms and Conditions carefully. They govern the provision of all services provided by SU Jobs Student Employment Service. Employers: by advertising a vacancy with us and/or by hiring one of our Students you will confirm your acceptance of these Terms and Conditions. Students: by obtaining information from us about a vacancy you also will confirm your acceptance of these Terms and Conditions. In these terms and conditions “Employer” means any person who places a vacancy with us and “Student” means any person studying at the University of Bath who pursues a vacancy placed with us.

### **General**

1. SU Jobs is a service run by the Students’ Union at the University of Bath. Our role is simply an enabling one, to pass on information, with a view to assisting students in finding local jobs and employers successfully fill local vacancies. We are not a recruitment agency. Our role is limited to the exchange of information about job vacancies. Consequently we are not a party to any subsequent employment contract which may be entered into between the Student and the Employer.
2. SU Jobs strives to provide information which is up-to-date and as accurate as possible, however we do not make any warranties in this respect and cannot be responsible for any errors, omissions or inaccuracies in any of the information we provide.
3. SU Jobs will not advertise: agency vacancies which require the student to pay a fee; vacancies which require students to make use of their personal bank/building society account for purchases or sales; vacancies which compromise the health and safety of the student; positions which do not meet minimum wage requirements; commission-based jobs, franchise or self-employment positions, or opportunities for which the postholder/student is charged or required to invest or any other vacancy which may damage the University’s good reputation.
4. SU Jobs will not disclose a student’s name and/or address or other personal data without their permission. SU Jobs will usually only seek this permission for the purpose of helping students to find employment.
5. Information supplied to SU Jobs will be retained by the University of Bath and will be used for administering the SU Jobs Scheme. This may include the publication of vacancies and details of participating employers on the SU Jobs web site. In addition the information may be used for marketing purposes and SU Jobs may contact you by mail, telephone, email or fax to provide you with information about related schemes or services.
6. The SU cannot guarantee the success of your advert and is unable to provide a refund in the event that your advert is unsuccessful.

### **Students please note**

6. Students must confirm for themselves that employment information provided to us is accurate. We rely on Employers to provide information which is correct and we are not responsible for any inaccuracies, see above.
7. Students who find employment via SU Jobs are expected to present a positive image of the University and the student body. This will include acting in a reliable, responsible and honest manner at all times.
8. Any contracts of employment entered into will be between the Student and the Employer directly. SU Jobs will not be a party to any such contract and will therefore not be liable to pay any salary in the event that the Employer fails to do so, or be liable for any other breach of contract or employment legislation or other legislation on the part of the Employer.
9. Students are advised to read their employment contracts carefully and ensure that they comply with all relevant provisions, for example if they decide to terminate the contract, they should ensure that they comply with the notice provisions.
10. If Students are dissatisfied with any aspect of their employment they are normally advised to try to resolve matters with the Employer. However, if the Employer is believed to have breached employment legislation or SU Jobs’, Terms of Business or these Terms and Conditions then the Student should contact SU Jobs also.

11. Students must also ensure that they have any necessary and/or relevant skills and qualifications required for a particular post before applying for it and that the information that they provide to Employers is full and accurate.
12. To the fullest extent permitted by law, SU Jobs and the University of Bath shall in no event be liable for any loss or damage which you the Student may suffer, or any claims, charges, demands, damages, losses, expenses, and liabilities of whatever nature and howsoever arising, (including but not limited to direct and indirect loss, any compensatory, incidental, special, punitive, or consequential damages, personal injury, loss of income or profit, loss of or damage to property, or claims of third parties, or other losses of any kind or character arising out of or in connection with your employment or engagement by any Employer, facilitated by SU Jobs (except where such claims are due to SU Jobs' negligence).

### **Employers please note**

13. The Employer must provide full and clear information about the nature of the work; the rate of pay, method and timing of payment and any other relevant information, at the time of registering the vacancy.
14. SU Jobs reserves the right not to accept vacancies for advertisement, or to withdraw notified vacancies at any time and for any reason at its sole discretion.
15. SU Jobs will not handle a vacancy if an Employer wishes to recruit students to replace employees with whom the Employer is in industrial dispute.
16. SU Jobs operates within guidelines on the minimum hourly rates and hours of work for vacancies it accepts and will provide advice on this when vacancies are registered.
17. If an Employer is contacted by a Student about a vacancy they must provide the Student with clear and accurate information about the nature of the work offered and give them as much detail as possible about such matters as the proposed wages, the number and distribution of the hours to be worked, the date that the employment will end if applicable, holidays and other important terms.
18. The Employer should let all candidates know the result of an application as soon as possible and must immediately inform SU Jobs when the post has been filled.
19. All Employers undertake not to contravene the Rehabilitation of Offenders Act.
20. If an Employer offers work to one of our Students and they accept it, the Employer further undertakes to comply with all applicable employment and discrimination legislation and not to discriminate against any Student on the basis of age, disability, family responsibilities, gender, marital status, nationality, race, religious or political views or affiliations, sexual orientation or religious beliefs.
21. The Employer must satisfy themselves that any Student to whom they offer work, possesses any necessary or relevant skills, qualifications, training or attributes required for the vacancy. SU Jobs makes no warranties in this respect and is not liable for any inaccuracies or errors contained in a Student's CV, or any misrepresentations made by Students.
22. The Employer is responsible for taking up any references provided by the Student before engaging the Student and is hereby advised that these will not have been seen or checked by SU Jobs.
23. SU Jobs is not be responsible in any way for the conduct or performance of any Student recruited through them and to the fullest extent permitted by law, SU Jobs and the University of Bath shall in no event be liable for any claims, charges, demands, damages, losses, expenses, and liabilities of whatever nature and howsoever arising, (including but not limited to direct and indirect loss, any compensatory, incidental, special, punitive, or consequential damages, personal injury, loss of income or profit, loss of or damage to property, claims of third parties including from injuries sustained by third parties and damage to other persons property, or other losses of any kind or character arising out of or in connection with the employment or engagement of any Student, (except where such claims are due to SU Jobs' negligence).
24. The Employer shall indemnify SU Jobs and University of Bath against any claims or other such matters referred to in clauses 20 and 23 above, such indemnity to include but not be limited to, the costs of any legal or other professional fees and of defending or prosecuting any claim and any loss of profit, goodwill, and any other direct or consequential loss incurred or suffered by SU Jobs and/or the University of Bath in connection therewith.
25. Failure to comply with these Terms and Conditions will result in Employers being prevented from advertising through SU Jobs in the future.
26. All fees will be discussed and agreed at the time the Employer places an advert or requests any other service provided by SU Jobs. The Employer must pay for the services within 30 days of receiving the invoice. SU Jobs reserve the right to charge interest on invoices which are not paid within 30 days of dispatch, from the date on which payment was due until the date of actual payment. The current rate of interest is 2% above the NatWest base rate.

The University of Bath Students' Union is a registered charity. Registered charity number: 1143154