

# Terms and Conditions for UNSW Jobs Board Advertisements

# **About UNSWConnect**

UNSW's online jobs board, <u>UNSWConnect</u>, allows organisations, agencies, recruiters, and other persons (**Advertisers**) to advertise paid professional employment opportunities to UNSW students and recent graduates.

Advertising on UNSWConnect is FREE.

Advertisers who use UNSWConnect agree to be bound by the below terms and conditions.

UNSW reserves the right to amend the terms and conditions from time to time. Any material amendments to the terms and conditions will be notified to Advertisers via email and published on this webpage at least 14 days before the date of change. By continuing to use UNSWConnect after the date of change, Advertisers will be taken to have accepted the updated terms and conditions.

# **Advertising Procedure**

Advertisers who wish to post a job advertisement on UNSWConnect must register with UNSWConnect (<a href="https://unswconnect.unsw.edu.au/register-employer">https://unswconnect.unsw.edu.au/register-employer</a>) and follow the prompts to post a job advertisement.

# **Terms and Conditions**

# 1. UNSW to review, approve and monitor job advertisements

**UNSW** will:

- a. review and approve a job advertisement if it is satisfied, in its absolute discretion, that the advertisement complies with these terms and conditions;
- b. monitor UNSWConnect to ensure that job advertisements comply with these terms and conditions; and
- c. withdraw job advertisements at the request of the Advertiser or in accordance with these terms and conditions.

UNSW reserves the right to refuse to post an advertisement or to withdraw any job advertisement from UNSWConnect without giving reasons.

#### 2. Compliance with law

The Advertiser must comply with all applicable laws, including without limitation, the federal and state anti-discrimination laws, the *Fair Work Act 2009* (Cth), the Australian Consumer Law at schedule 2 to the *Competition and Consumer Act 2010* (Cth), the *Privacy and Personal Information Protection Act 1998* (NSW), the *Privacy Act 1988* (Cth) and laws, principles, codes and policies relating to the collection, use, disclosure, storage and access to personal information in the jurisdiction where the Advertiser is located.

The Advertiser agrees not to do anything with personal information it receives or holds that will cause UNSW to be in breach of any privacy laws and will assist and co-operate with UNSW in resolving any complaints made under privacy laws.

## 3. Advertiser warranties

The Advertiser warrants that:

- a. it will not use UNSWConnect for any illegal purpose;
- b. its job advertisements on UNSWConnect will:
  - i. comply with all applicable laws and these terms and conditions; and
  - ii. not infringe the intellectual property rights of any person.

# 4. Job advertisement requirements

All job advertisements are subject to approval by UNSW and must include:

- a. the name of the Advertiser;
- b. the name, email address and telephone number of a contact person for the Advertiser;
- c. the Advertiser's website details (if applicable);
- d. a brief description of the Advertiser and their industry;
- e. an adequate description of the job, including:
  - i. job title;
  - ii. description of duties and responsibilities;
  - iii. skills required;
  - iv. experience required;
  - v. checks required, such as police checks and working with children checks;
  - vi. job specific requirements, in particular any requirements that may require potential applicants to incur costs, for example, the requirement for applicants to have or obtain an ABN;
  - vii. faculties targeted;
  - viii. hours offered;
  - ix. location of work:
  - x. rate of pay; and
  - xi. application closing date.

#### 5. Additional conditions in relation to recruiters

- a. Advertisers that are recruiters must disclose to UNSW the name and contact information of the client for which they are recruiting.
- b. UNSW will not disclose the name of the recruiter's client unless required to do so by law or at the request of the recruiter.
- c. UNSW will not publish any job advertisement which requires or requests payment by a job applicant in exchange for a position.



- d. Each job advertisement must be for a specific job vacancy, and not for general expressions of interest.
- e. Only advertisements for genuine job vacancies are to be submitted.

## 6. Voluntary work or unpaid work experience

- a. UNSW may, in its absolute discretion, approve advertisements for voluntary work, unpaid internships or work experience.
- b. Voluntary work opportunities offered by not-for-profit and community organisations must follow the guidelines of Volunteering Australia.
- c. Unpaid positions must be work integrated learning (WIL) opportunities with clear learning objectives and supervision. WIL at UNSW enables students to work directly with organisations for credit towards their degree. For further details see <u>Work Integrated</u> Learning (WIL).

### 7. Modern Slavery

The Advertiser warrants that it does not engage in any conduct or omission which may contravene the *Modern Slavery Act 2018* (Cth), the *Modern Slavery Act 2018* (NSW), the *Modern Slavery Act 2015* (UK) and any relevant regulations or ancillary legislation published in respect of the above or any similar modern slavery legislation in another jurisdiction where the Advertiser operates.

# 8. Unacceptable advertisements

Subject to clause 6, UNSW will not approve advertisements for:

- a. commission-only jobs;
- a. work involving any unpaid training or trial periods, or reduced pay for such periods, except where a modern award in Australia makes allowances for such arrangements;
- b. piece-rate positions where payment is based on results instead of an hourly or weekly rate;
- c. work for either "cash" or "cash in hand";
- d. work involving any illegal activity;
- e. work which requires job applicants to purchase a product or service, or to offer a security deposit or similar payment as a condition of employment;
- f. positions that do not appear to represent a genuine employment opportunity;
- g. work in a tobacco company;
- h. positions which require potential applicants to offer a payment as a condition of obtaining the position, whether the work in that position is paid or voluntary; and
- i. work where the advertisement states a rate of pay which is below the national minimum wage.



# 9. Liability

- a. Nothing in these terms and conditions may be construed as creating a relationship of partnership, joint venture, employment, principal and agent or trustee and beneficiary between UNSW and the Advertiser.
- b. UNSW does not recommend or endorse any Advertiser featured on UNSWConnect.
- c. UNSW does not accept responsibility for Advertisers who provide inaccurate, misleading or false information.
- d. UNSW is not responsible for the ongoing vacancy of any advertised job.

# **Contact**

UNSW Employability manages UNSWConnect. All correspondence relating to UNSWConnect as a platform should be directed to <a href="mailto:employability@unsw.edu.au">employability@unsw.edu.au</a>.

