

University of East London (Careers and Student Enterprise Team)

Career Zone Terms of Use

Valid from: 08/10/2020

Document Owner:	University of East London
-----------------	---------------------------

Terms of Use Overview

These terms of use apply to you if you use of the Website (Career Zone (provided by Target Connect, Gti group)) as an Employer or Recruiter. By using the Website, you agree to be bound by these Terms. If you do not agree to these Terms, then you must not use the Website.

University of East London – Employer Partner Pledge

Careers 1st

The ambition of the University of East London is to become the UK's leading Careers-1st University. This is demonstrated in three broad areas: our courses, our services and our network. At the heart of the students' journey are our courses which, underpinned by the <u>Professional Fitness and Mental Wealth programme</u>, provide students with opportunities to develop the competencies to thrive in the rapidly evolving world of industry 4.0. This is reinforced by co-creation, collaboration, work experience and accreditation with industry.

Our student services are also focused on careers success. This includes Career Zone, our online careers management platform which provides students and alumni with access to the full range of careers services, including a comprehensive monthly programme of workshops, work experience, individual career coaching and mentoring sessions, employer events, volunteering and internship opportunities as well as direct links to tailored graduate employment opportunities. An integrated part of Career Zone is the Career Passport, providing every student with a personalised record of their career development and competency success. This summary of achievements will help students achieve their career goals and help employers when hiring.

We also have an ambitious programme of investment in Career Zone Spaces, a network of dedicated venues aligned to distinct industry clusters each designed with the support of prominent business partners. This network of Career Zones will be beacons of inclusivity bringing together employers, resident businesses, investors, students, faculty,

alumni and members of the local community (both young and old, employed, self-employed, underemployed and unemployed) in a 24/7, 365 day a year packed agenda of events, training, workshops, careers fairs, hackathons, mentoring, advice, films, exhibitions, demonstrations and live projects with a clear and direct focus on shaping and responding to the challenges of Industry 4.0.

Our University community remains unique and a key element of our careers-led education. Our staff and student community is diverse in its make-up and its thinking, our location is a major part of our identity and our sports, events and activities reinforce our unique brand. There is much more to being a Careers-1st University than simply getting a job. It is about skills for life, underpinned by the resilience and fortitude that will see our student body thrive.

Equality & Diversity Statement

The University of East London has been pioneering futures since 1898. We are one of the most prominent educational institutions in East London and are proud that we support our students to reach their academic potential and employment goals. We recognise that society is still structured in a way that affords privilege and power to specific groups compared to others and this can impact individual outcomes. The University of East London prides itself on the rich diversity of students and staff and is working towards tackling and dismantling the structures that hinder student achievement. We were awarded the Race Equality Charter Mark in May 2019 and have made a commitment to work towards becoming an anti-racist institution. We recognize that there is still much work to do in this area but we have made progress. The University of East London has been ranked 1st in the UK in The Times Global Impact Rankings for reducing inequalities and 2nd for gender equality. We hold the institution Athena Swan bronze award as well as at School level in Psychology and Architecture, Computing and Engineering. We are a disability confident employer and furthermore, we are working closely with Stonewall and aim to be one of the top inclusive workplaces for LBGTQ+ staff and students as recognized in the UK Workplace Equality Index.

We firmly believe that no organization can reach its full potential and productivity unless it is diverse and inclusive. That is why the university's ethos is embedded in equality, diversity and inclusion and we are committed to working with employers whose values are aligned with ours. We will prioritise working with organisations that are diverse at all levels, especially senior management. Our aim is to create positive change, one step at a time.

Employer Pledge:

PLEASE NOTE: By agreeing to these terms and conditions you are endorsing our careers-1st approach, including the Professional Fitness & Mental Wealth programme and careers passport, and you commit to operate in line with our Equality Diversity and Inclusion statement; working with us to deliver our Vision 2028 strategic plan. As part of our employer engagement strategy, we will promote our partner organisations to students and external audiences. By signing up you are agreeing to this and allowing the University to use the logos you have uploaded to your account in marketing and promotional material.

1. Goals & Objectives

- 1.1. The **purpose** of this document is to ensure the service and delivery are of a satisfactory standard by the employer and university so that there is a benefit to Students, Graduates and Alumni.
- 1.2. The goal of this document is to obtain a mutual agreement between the university and employers when both parties are engaging.
- 1.3. The **objectives** of this document are to:
 - 1.1.1. Provide clear reference to service ownership, accountability, roles and/or responsibilities.
 - 1.1.2. Present a clear, concise and measurable description of service provision to the employer.
 - 1.1.3. Match perceptions of expected service provision with actual service support & delivery.

2. Periodic Review

- 1.1. This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice.
- 1.2. The **University of East London** is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

3. Outline of service

The following detailed service parameters are the responsibility of the University whilst benefitting the employer.

- 3.1. Service Scope: Types of Opportunities promoted:
 - 3.1.1. Graduate level vacancies
 - 3.1.2. Summer internships
 - 3.1.3. Part time internships (typically 1-2 days per week during the academic year)
 - 3.1.4. Sandwich/embedded placements
 - 3.1.5. Part time jobs
 - 3.1.6. Temporary or seasonal work
 - 3.1.7. Work shadowing opportunities
 - 3.1.8. Volunteering opportunities
- 3.2. Service's Provided by University to Employer, which can be promoted through the Website:
 - 3.2.1. Fairs and Events we host dedicated on-campus and virtual events to promote organisations and the opportunities that they have on offer for our students and graduates. This includes:
 - 3.2.1.1. Employer Panel / Networking events
 - 3.2.1.2. Insight events/lecture talks
 - 3.2.1.3. On-campus recruitment
 - 3.2.1.4. Job Fairs

3/11

3.2.1.5. UEL Annual Careers Fair 3.2.1.6. Volunteering Fair

Access to the Website

- 3.3. Subject to the following provisions of these Terms, access to the Website is free of charge so long as you acknowledge and agree that:
 - 3.3.1. The University does not guarantee that the Website or any content on it will always be available or uninterrupted.
 - 3.3.2. Access to the Website is on a temporary basis and the University may suspend, withdraw, discontinue or change any part of the Website without notice.
 - 3.3.3. The University will not be liable if for any reason the Website is unavailable at any time or for any period.
 - 3.3.4. You are responsible for making all arrangements necessary to access the Website and for ensuring that all persons who access the Website through your internet connection comply with these Terms.
 - 3.3.5. The University does not guarantee that the Website or any content on it will be free from errors or omissions.

4. Registration

- 4.1. To place Job Postings on the Website you must register to use the Website as an Employer or Recruiter.
- 4.2. By registering to use the Website you warrant that:
 - 8.1.1 All information provided on registration is accurate, current and complete; and
 - 8.1.2. You will update University with any changes to your registration information, including changes to any email addresses.
- 8.2. If you are given or you choose a username and password for the Website then you must:
 - 8.1.1 Protect your username and password from unauthorised use
 - 8.1.2 Not disclose your user name or password to anyone else, or allow anyone else to use them, or assist anyone else who is not a registered user to access areas of the Website which is restricted to registered users
 - 8.1.3 Notify the University immediately if you believe your password is known to someone else or may have been used in an unauthorised way.
- 8.3. The University will not be liable for any unauthorised use which is made using your user name or password.
- 8.4. The University reserves the right at its absolute discretion to refuse any request for registration or to cancel any existing registration, for any reason whatsoever

9. Use of the Website

9.1. You must not use the Website or allow any other person to use the Website:

4/11

- 9.1.1. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware
- 9.1.2. To disrupt, interfere with or restrict the use of the Website by other users
- 9.1.3. In any way that breaches any applicable local, national or international law or regulation
- 9.1.4. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
- 9.1.5. For the purpose of harming or attempting to harm any person
- 9.1.6. To send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards set out in these terms
- 9.1.7. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam) to UEL staff, students or alumni.
- 9.2. You agree not to:
 - 9.2.1 Impersonate any other person or create a false identity via in connection with your use of the Website
 - 9.2.2. Use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website other than any search engine and search agents available from the University on the Website and other than generally available third party web browsers (e.g. Microsoft Internet Explorer)
 - 9.2.3. Reproduce, duplicate, copy or re-sell any part of the Website in breach of these terms
 - 9.2.4. Access without authority, interfere with, damage or disrupt:
 - 9.2.4.1. Any part of the Website
 - 9.2.4.2. Any equipment or network on which the Website is stored
 - 9.2.4.3. Any software used in the provision of the Website

10. Uploading, submitting or posting content

- 10.1. Your Content must be accurate (where it states facts), be genuinely held (where it states opinions) and comply with applicable law in the UK and any other country from which it is sent.
- 10.2. Your Content must not:
 - 10.2.1. Be defamatory, deceptive or misleading, obscene, offensive, sexually explicit, hateful or inflammatory or be likely to harass, upset, embarrass, alarm or annoy any other person or invade any person's privacy.
 - 10.2.2. Promote discrimination on race, sex, religion, nationality, disability, sexual orientation or age, sexually explicit material, violence or any illegal activity.

5/11

University of East London

Docklands Campus, University Way, London, E16 2RD careerzone@uel.ac.uk

- 10.2.3. 7.2.3 infringe any copyright, database right or trade mark of any person;
- 10.2.4. Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- 10.2.5. Give the impression that it emanates from the University, if this is not the case.
- 10.2.6. Assist any unlawful act.
- 10.3. You warrant that Your Content will comply with the standards set out in these Terms and you will be liable to the University and indemnify the University for any breach of that warranty.
- 10.4. You grant the following royalty free, perpetual, non-exclusive licences in relation to Your Content:
 - 10.4.1. A licence for the University to use Your Content for all purposes set out in or contemplated by these Terms, including to display the Job Postings.
 - 10.4.2. A licence for all Users to use any of Your Content which you post or otherwise make available on the Website for all purposes in connection with their use of the Website.
- 10.5. The University may disclose your identity to any third party who is claiming that any of Your Content constitutes a violation of their intellectual property rights, or of their right to privacy.
- 10.6. The University may, in its absolute discretion, remove all or any of Your Content from the Website if, in its opinion, it does not comply with these Terms.

11. Job Postings

11.1. When you upload a Job Posting to the Website you acknowledge and agree that:

- 11.1.1. The Job Posting will not appear on the Website until it has been reviewed and approved by the University.
- 11.1.2. The University reserves the right, in its absolute discretion, to decline to publish any Job Posting it considers to be unlawful or unsuitable for publication on the Website.
- 11.1.3. The University's approval of any Job Posting will not constitute any representation or warranty that its contents comply with relevant legal and regulatory requirements and you are solely responsible for the content of your Job Postings.
- 11.1.4. The Job Posting must specify the salary payable in connection with the Opportunity.
- 11.1.5. The Job Posting must comply with all legal and regulatory requirements, including that for National Minimum Wage
- 11.2. All Opportunities for which you place an Job Posting on the Website must:
 - 11.2.1. Be genuine Opportunities in relation to a specific and genuine vacancy.
 - 11.2.2. Pay a guaranteed salary of not less than the national minimum wage, unless exemptions apply.
- 11.3. Postings will normally appear on the Website within 3 Business Days of receipt but the University makes no representation or guarantee in relation to the timetable for approving and displaying the Job Posting.
 - 11.3.1. The Opportunity may receive additional promotion from including targeted emails and posting on social media.

0/11

12. Jobseekers

- 12.1. You must:
 - 12.1.1. Comply in all of your dealings with Jobseekers (including during the recruitment process) with all relevant laws and regulations.
 - 12.1.2. Provide Jobseekers with all information reasonably necessary to allow them to evaluate Opportunities and any offer of employment made to them.
 - 12.1.3. Ensure that Jobseekers have the necessary qualifications, licences, consents and permission necessary for them to undertake work for you in connection with the Opportunity.
- 12.2. You acknowledge and agree that it is your sole responsibility to:
 - 12.2.1. Verify the accuracy of information provided by Jobseekers.
 - 12.2.2. Confirm Jobseekers' identities.
 - 12.2.3. Confirm Jobseekers' right to work in the United Kingdom, and the University makes no representation, recommendation, guarantee or promise in relation to any Jobseeker or their identity, qualifications or experience.
- 12.3. You acknowledge that only CVs of students or graduates of the University are available from the CV library and that it will be your responsibility to investigate whether other more suitable candidates for your Opportunities are available.
- 12.4. You must not contact a Jobseeker or a Jobseeker's current employer or referee without the Jobseeker's prior written consent.
- 12.5. You must indemnify the University against all claims, costs, damages, expenses and other losses suffered or incurred by the University in connection with any claim against it by a Jobseeker arising as a result of or in connection with any act or omission by you.
- 12.6. If any personal data in relation to a Jobseeker is provided to by the University or made available to you via the Website (including any information you obtain from the CV Library), you must:
 - 12.6.1. Process such personal data solely for the purposes of and to the extent necessary to an Opportunity.
 - 12.6.2. Put in place and maintain adequate measures to prevent the loss or damage of or unauthorised access to such personal data.
 - 12.6.3. Process such personal data strictly in accordance with the requirements of the Data Protection Act (GDPR) 2018.

13. Recruitment Agencies

13.1. The Careers and Student Enterprise team is happy to advertise vacancies sent to us by recruitment agencies, provided all the following criteria are met:

7/11

- 13.1.1. We are currently looking to source agencies in your industries. We only work with a select number of agencies across industries at any one time.
- 13.1.2. The advert is for an actual vacancy with a named employer.
- 13.1.3. You tell us the name and website of the employer. The advert will go up in their name, with a notice that recruitment is being handled by your agency. If you or your client do not agree to this arrangement, we will not be able to run the advert.
- 13.1.4. We may contact the employer to obtain their agreement that recruitment is dealt with via your agency rather than directly with them.
- 13.1.5. You will only interview applicants for the employer stated in the advert, and not for any general recruiting purpose. You will not use our system to harvest applicants' CVs.
- 13.1.6. You will not charge our users to apply for a job you have sent to us.

Careers Fairs and Events

1. Bookings

- 1.1. In order to set up employer-based events and employer access to Careers Fairs, both on campus and virtual fairs, some information provided on our booking form will be needed and will be will collected through the website.
- 1.2. A request to book an exhibitor stand must be made through the online Booking Form, for which you will receive an automated acknowledgement. Submission of the booking form does not guarantee a stand at the event.
- 1.3. Applicants will be notified by the Careers and Student Enterprise team via email if a booking has been accepted and a stand reserved for their organisation.
- 1.4. We seek to offer our students the most appropriate range of organisations for each event and therefore reserve the right to decline a booking request.
- 1.5. We do not promote organisations that advertise opportunities requiring an upfront cost, freelancing or unpaid positions, apart from volunteering roles for a UK registered charity.
- 1.6. We will provide clear instruction and information for the organization/ employer including support to access online platforms and mechanisms to engage with students
- 1.7. We will market the event and promote the exhibitors attending via digital marketing, targeted emails and through our contacts in academic schools however we cannot guarantee event attendances.

2. Cancellation by the Organiser

2.1. The University reserves the right to cancel any event or service at its sole discretion at any time prior to the date for providing that event or service. Where such a cancellation takes place, the University will notify you in writing by email of that cancellation as soon as possible.

Cancellation by the exhibitor

 By submitting the booking request form, the exhibitor is committing to attend the event and following confirmation of your request approval we would expect that the organization attend and provide requested information and materials in preparation for and promotion of the event by the organizer.

8/11

If an employer or organization is not able to attend a cancellation email must be sent to the Careers and Student Enterprise team ideally 1 week before the event takes place. Cancellations must be made by email to <u>careerzone@uel.ac.uk</u>. Cancellation is deemed to take effect on receipt of the cancellation email.

14. Intellectual Property Rights

- 14.1. The University is the owner or the licensee of all intellectual property rights in the Website and the material on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 14.2. You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use. You must not modify those materials or use any of the illustrations, photographs, video or audio material or graphics separately from the accompanying text. The University's status (and that of any identified contributors) as the author of content on the Website must always be acknowledged.
- 14.3. You must not use any part of the content of the Website for commercial purposes other than for advertising Opportunities.

15. The University's Liability

- 15.1. Nothing in these terms excludes or limits the University's liability for death or personal injury arising from the University's negligence, or the University's fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 15.2. To the extent permitted by law, the University exclude all conditions, warranties, representations or other terms which may apply to the Website and any content on it, whether express or implied.
- 15.3. The University has no control over, and is not responsible for:
 - 15.3.1. The content or accuracy of the User Content.
 - 15.3.2. Any act or omission of any Jobseeker.
- 15.4. The University will not be liable for any loss or damage caused by a virus, distributed denial-of service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or your downloading of any content on it, or on any website linked to it.
- 15.5. Subject to paragraph 15.1,
 - 15.5.1. The University will not be liable to you for any loss or damage, even if foreseeable, arising under or in connection with:
 - 15.5.1.1. Use of, or inability to use, the Website; or
 - 15.5.1.2. Use of or reliance on any User Content.
 - 15.5.2. The University will not be liable to you in connection with the Website or the Services for:

15.5.2.1. Loss of profits, sales, business, or revenue.

15.5.2.2. Business interruption.

9/11

15.5.2.3. Loss of anticipated savings.

15.5.2.4. Loss of business opportunity, goodwill or reputation.

15.5.2.5. Any indirect or consequential loss or damage.

- 15.5.3. The University's maximum aggregate liability to you in respect of the Website and the Services will be the amount of the Fees (if any) that you have paid to the University up to the point at which any claim or claims which you have against the University arise.
- 15.6. The limitations on liability set out in this paragraph will apply whether the liability arises in contract, tort (including negligence), breach of statutory duty, or otherwise.

16. Security

You acknowledge that the transmission of information via the internet is not completely secure. Although the University will do its best to protect Your Content, we cannot guarantee the security of any information that you transmit to or via the Website. Any such transmission will be at your own risk.

17. Breach of these terms

17.1. If you breach of any of these Terms, the University may take the following action against you:

- 17.1.1. The immediate suspension or cancellation of your right to use the Website.
- 17.1.2. The immediate removal of any or all of Your Content.
- 17.1.3. Legal proceedings against you.
- 17.1.4. Disclosure of such information about you to law enforcement authorities as is required by law or as the University reasonably believe is desirable.
- 17.2. The University's rights under this paragraph are in addition to any other legal rights and remedies it may have, whether under these Terms or by virtue of relevant law.
- 17.3. You agree to indemnify the university and keep it fully indemnified from and against all costs, expenses (including reasonable legal expenses), damages and losses arising out of any breach by you of these terms.

18. Other Important Terms

- 18.1. These Terms shall be governed by and construed in accordance with English law.
- 18.2. The Courts of England and Wales will have exclusive jurisdiction to determine any matter or dispute in connection with these Terms or the use of the Website.
- 18.3. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.4. These Terms set out the entire agreement between you and the University in relation to your use of the Website. You agree that in using the Website you are not relying on any representation, promise, representation or statement not set out in these Terms.
- 18.5. If the University fails to insist that you perform your obligations under these Terms or does not enforce or delays in enforcing its rights under these Terms, that does not mean that the University has waived those rights or that you do not have to comply with your obligations. If the University does waive a default by you, it will only do so in writing and that will not mean that the University will automatically waive any later default by you.

10/11

If you have any queries or comments about these Terms, you can e-mail the University at

careerzone@uel.ac.uk

DEFINITIONS AND INTERPRETATION

1.1 In these Terms, the following words and expressions have the following meanings:"Job Posting" means any advertisement for or description of an Opportunity which is posted, uploaded or submitted on or to the Website by you or on your behalf;

"Jobseekers" means Users who use the Website to browse and apply for Opportunities; "Opportunity" means any employment opportunity or paid internship which is advertised or list on the Website by you or on your behalf;

"Employer" means a User who uses the Website to advertise Opportunities on its own account in relation to vacancies within its own organisation and, where the context so requires, any employee or other representative of a Employer who uses the Website on the Employer's behalf; "Recruiter" means a r User who uses the Website to advertise and recruit for Opportunities as an agent on behalf of a third party employer;

"Services" means the services provided by the University to Employers and Recruiters via the Website;

"University" means the University of East London;

"User" means a person who users the website, whether as a guest or a registered user; "User Content" means any information, materials, or other content that is posted, uploaded or submitted on, to or via the Website by a User including information held in the CV Library;

"you" means the Employer or Recruiter using the Website and, where the context so requires, your employee and other personnel using the Website on your behalf;

"Your Content" means any User Content which is uploaded, posted or submitted by you, including your Job Postings; and

"Website" means the website at <u>https://careerzone.uel.ac.uk/</u>, which is operated by the University.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

11/11