

SERVICE AGREEMENT

Last updated on 30 April 2019

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

These terms tell you the rules for using our <http://studentsunionucl.org/jobshop> website (“JobShop”) to advertise part-time job vacancies (full time out of term time) you have (each a “Vacancy” and together “Vacancies”).

JobShop is an online portal which allows UCL students the opportunity to apply for any Vacancies. The JobShop is visible to thousands of potential applicants across UCL’s student network.

The Vacancies can be seen by the general public however students will need to register for free with the JobShop to be able to apply for any Vacancy and to see its full details (“Registered Students”).

1. Who we are and how to contact us

1.1 JobShop is operated by UCLU (“we”, “us”, “ours”). We are a registered charity (charity number 1142404) and a company limited by guarantee registered in England and Wales under company number 07635628. Our registered office address is 25 Gordon Street, London, WC1H 0AY.

1.2 To contact us, please email su.jobshop@ucl.ac.uk or phone 020 7679 2500.

2. By using the JobShop you accept these terms

2.1 By using the JobShop, you confirm that you accept these terms and conditions and that you agree to comply with them and with our Privacy and Cookies Policy <http://studentsunionucl.org/data-protection-and-privacy-policy>, and our Content Standards Policy <https://studentsunionucl.org/jobshop/content-standards>

2.2 Please read these terms of use carefully before using the JobShop. They tell you who we are, how we will provide the JobShop to you, our liability to you (see clause 15) and other important information. If you do not agree to these terms, you must not use the JobShop.

2.3 You are responsible for ensuring that all persons who access the JobShop through your internet connection are aware of these terms and that they comply with them.

3. We may make changes to these terms

We amend these terms from time to time. Every time you wish to use the JobShop, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on the date stated at the top of these terms.

4. We may make changes to the JobShop

We may update and change the JobShop from time to time to reflect changes the JobShop's functionality, and changes to our users' needs.

5. We may suspend or withdraw the JobShop

We do not guarantee that the JobShop, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of the JobShop, for example for security, maintenance or operational reasons, or reasons related to our status as a charitable organisation. We will try to give you and our Registered Students reasonable notice of any suspension or withdrawal.

6. Payment for Vacancy submissions

6.1 We will charge you for the Vacancy submission. This amount will be based on advertising the Vacancy on the JobShop for 28 days and the applicable Vacancy advertisement package you have selected ("Charges").

6.2 Payment of the Charges shall be made in accordance with the applicable invoice.

6.3 Vacancies will not be uploaded to the JobShop without payment of the Charges being made in full.

6.4 We will not be able to offer you a refund once the Charges have been paid in the event that a Vacancy is filled other than by an application through the JobShop or closed by you.

7. Advertising Vacancies

7.1 You shall supply us with the details relating to the Vacancy by completing the online form at <http://studentsunionucl.org/forms/post-job>

- 7.2 We will advertise Vacancies once they have been approved as meeting the requirements of these Terms and Conditions. This process can take over 48 hours.
- 7.3 Registered Students applying for Vacancies through the JobShop (“Candidates”) will be applying directly to you.
- 7.4 We will advertise Vacancies on the JobShop for 28 days from the date and time the Vacancy goes live on the JobShop.
- 7.5 We will not vet or pre-select Candidates in any way. We make no guarantee that the Vacancy will be filled or to the number of Candidates who may apply.
- 7.6 We will use our reasonable endeavours to remove filled Vacancies and update Vacancies on the JobShop following your notification to us of the relevant change in the Vacancy.
- 7.7 You cannot submit a Vacancy if you are offering work from home or offering work at a private residential address (unless you are an agency for care work with prior approval from us).
- 7.8 We reserve the right to refuse to advertise any Vacancy which, in our sole discretion, have reason to believe is in breach of these Terms and Conditions.

8. Details of Vacancies

- 8.1 By submitting a Vacancy you confirm that the details are correct and that they accurately reflect the nature of the Vacancy.
- 8.2 When submitting a Vacancy you agree to the following responsibilities:
 - (a) employing the successful Candidate, the payment of wages and National Insurance (NI) contributions, the taking-up of references and for ensuring that the successful Candidate has the required skills and attributes for the Vacancy;
 - (b) certifying that you have current employer’s liability insurance and that they provide a safe workplace as required by relevant health and safety at work legislation;
 - (c) complying with any relevant equality legislation;
 - (d) notifying us of any Vacancy detail changes or if the Vacancy is filled;

- (e) informing Candidates of the result of their application and any relevant feedback as soon as possible;
- (f) informing us of the number of applications received for a Vacancy;
- (g) providing clear and honest details on the nature of the work offered and specifying any necessary skills that are required; and
- (h) ensuring that the Vacancy is on a payroll.

8.3 Vacancies must not:

- (a) recruit on the basis of gender, ethnic origin, disability, sexual orientation, age and religion or belief (subject to any applicable occupational requirements - where there is an occupational requirement, you warrant that any restrictions based on protected characteristics comply with the Equality Act 2010 and the advert must state this);
- (b) require a Candidate to make a payment, enter into a credit agreement or purchase goods to sell;
- (c) be offensive, obscene or potentially damaging to our reputation;
- (d) involve approaching people in their homes or “door-knocking”;
- (e) involve clinical drug trials, or studies and trials that affect student wellbeing; or
- (f) involve students marketing unethical goods and services to UCL students including, but not limited to: alcohol products; tobacco and related products (including electronic cigarettes); and gambling services.

8.4 All Vacancies must comply with the ethical policies of the Students’ Union University College London (outlined [here](#)), must adhere to equal opportunities and operate with a zero tolerance policy on discrimination.

8.5 You must be mindful of students’ study obligations and any offer of employment will be subject to the visa conditions.

- 8.6 Vacancies must comply with the National Minimum Wage. For this reason we cannot advertise unpaid or commission only positions.
- 8.7 If students are required to work unsocial hours, you should prioritise students' safety by offering them suitable transportation home.
- 8.8 Vacancies involving marketing and market research activity based on UCL property require our approval prior to submitting the Vacancy.

9. Compliance of Vacancies with applicable laws

- 9.1 You shall ensure that each Vacancy is compliant with all applicable laws including, but not limited to, the Equality Act 2010, employment legislation, health and safety regulations, the DTI Working Time Directive and all data privacy laws including the Data Protection Act 2018 and the General Data Protection Regulation.
- 9.2 You are responsible for checking international students' right to work in the UK and must conduct the appropriate right to work checks in accordance with UK Visas & Immigration guidance.
- 9.3 You shall allow us or our representatives to visit the premises of any Vacancy on reasonable written notice to you.
- 9.4 At our reasonable written request you should provide us with copies of the Vacancy job description and personal specification, your equality policy and any other policies we deem relevant.
- 9.5 We reserve the right to pass on your details to the Advisory, Conciliation and Arbitration Service (ACAS) where there are significant concerns about employment practices.

10. Liability

We shall not be liable for any loss or damage suffered by you arising from, or in any way connected with, the introduction by us to you of any employee, Candidate or Registered Student, or the engagement of any employee.

11. Intellectual Property

- 11.1 Any content you upload to the JobShop will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are hereby granting us a licence to use, store and copy that content and to distribute and make it available to third parties.
- 11.2 The content you upload will be visible to the users of the JobShop website and the users of other web activity finders. You grant the operators of such websites a licence to use and re-publish the content uploaded by you to enable the users of such websites to search any Vacancies submitted by you.
- 11.3 We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the JobShop constitutes a violation of their intellectual property rights, or of their right to privacy.

12. Your representations and warranties

- 12.1 You represent and warrant that:
- (a) You have obtained all necessary consents and permissions to submit the content uploaded to the JobShop;
 - (b) Your content does not infringe the rights of any third party or our Content Standards Policy <https://studentsunionucl.org/jobshop/content-standards>
 - (c) You assume sole responsibility for checking the accuracy and completeness of any information and materials submitted via the JobShop;
 - (d) All information and documentation submitted to the JobShop is true and accurate to the best of your knowledge;
 - (e) All Vacancies submitted to the JobShop are compliant with the Equality Act 2010 and that the act of advertising any Vacancy by the JobShop does not contravene the Equality Act 2010; and
 - (f) You will comply with all applicable laws, regulations, codes, guidelines and/or best practice (including, but not limited to consumer protection, health and safety and

rules relating to child protection and safeguarding) in connection with any content uploaded to the JobShop.

12.2 We may, at our sole discretion, request to see supporting evidence of any information submitted by you, but we are under no obligation to verify the accuracy and completeness of your content and any data contained therein. If, in our reasonable opinion, we consider any content to be inaccurate and/or incomplete, or in breach of the warranty in paragraph 12.1 above, we reserve the right to reject such content.

13. We are not responsible for viruses and you must not introduce them

13.1 We do not guarantee that the JobShop will be secure or free from bugs or viruses.

13.2 You are responsible for configuring your information technology, computer programs and platform to access the JobShop. You should use your own virus protection software.

13.3 You must not misuse the JobShop by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the JobShop, the server on which the JobShop is stored or any server, computer or database connected to the JobShop. You must not attack the JobShop via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the JobShop will cease immediately.

14. Our status and our warranties

14.1 The JobShop is a mere conduit of information and a directory of Vacancies made available by employers. Other than under these terms and conditions, we do not have any legal relationships with any employers and we do not make any representations as to the availability or suitability of any employer or Vacancy.

14.2 Employers are solely responsible for compliance with all applicable laws, including, but not limited to, compliance with all relevant health and safety and child protection.

14.3 The JobShop is provided on “as is” basis and we do not make any representations it will meet your expectations or lead to any recruitment. We hereby specifically disclaim all warranties

in respect of the JobShop and its content, including without limitation and to the maximum extent permitted by applicable law: (i) all implied warranties, including any implied warranty of fitness for a particular purpose; (ii) any warranty regarding the functional characteristics or performance of the platform; (iii) any warranty regarding the profitability or other benefits to be obtained by using the JobShop and the information obtained therefrom; and (iv) any warranty that the JobShop will be free from errors, viruses, bugs, interruptions or other access limitations.

15. Our responsibility for loss or damage suffered by you

15.1 You assume sole responsibility for checking the accuracy and completeness of any data submitted via the JobShop and/or for any conclusions drawn from such use.

15.2 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (i) use of, or inability to use the JobShop; (ii) use of or reliance on any content displayed on the JobShop by you, your personnel and/or any third party; or (iii) any material or information submitted by you on the JobShop being made available to the general public via web activity finders.

15.3 In particular, we will not be liable for: (i) loss of profits, sales, business, or revenue; (ii) business interruption; (iii) loss of anticipated savings; (iv) loss of business opportunity, goodwill or reputation; (v) any loss of, or corruption of data; (vi) any fines, expenses or other losses arising from a breach of any applicable laws; or (vii) any indirect or consequential loss or damage.

16. Breach of these terms

16.1 When we consider that a breach of these terms or our Content Standards Policy <https://studentsunionucl.org/jobshop/content-standards> has occurred, we may take such action as we deem appropriate, including:

- (a) immediate, temporary or permanent withdrawal of your right to use the JobShop;
- (b) immediate, temporary or permanent removal of any content submitted to the JobShop;
- (c) issue of a warning to you;

- (d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - (e) further legal action against you; and/or
 - (f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- 16.2 You will indemnify us on demand against all liabilities, costs, expenses, damages and losses suffered or incurred by us arising out of or in connection with:
- (a) any breach of these terms or our Content Standards Policy;
 - (b) any breach of any applicable laws;
 - (c) any claims made against us by any person arising out of or in connection with your use of the JobShop, including any acts or omissions of your customers, employees, officers, agents or subcontractors in connection with any engagement.
- 17. Other terms applicable to you**
- 17.1 You are not permitted to use our trade marks and trade names without our approval.
- 17.2 We may transfer our rights and obligations under these terms to another organisation.
- 17.3 These terms are between you and us. No other person shall have any rights to enforce any of its terms.
- 17.4 These terms constitute the entire agreement between you and us.
- 17.5 If a court finds part of these terms illegal, the rest will continue in force. 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. Which country's laws apply to any disputes?

These terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.