

## 1. Introduction

1.1. This document details the terms and conditions which apply to organisations engaging with the online opportunity posting service (“mycareer”) provided by the University of Bristol (the “**University**”) via the University’s Careers Service (the “**Careers Service**”). These terms and conditions apply to any organisation signing up for an account on, and posting opportunities via, mycareer. Please read these terms carefully before you create an account, as they set out important information about your and our rights and obligations. By creating an account and using mycareer, you are agreeing to be contractually bound by these terms and conditions.

## 2. Opportunity posting

2.1. The Careers Service provides a free opportunity posting service to organisations through mycareer, which includes the ability to post details of graduate positions, temporary roles, part-time work, vacation work, internships, and placements.

2.2. Although some basic checks will be carried out on any opportunities posted, the Careers Service cannot accept any responsibility for checking the accuracy or compliance of any opportunity posted. Accordingly, the organisation posting an opportunity retains responsibility for its content and must ensure that opportunities are advertised in a way that is fully compliant with applicable law. Nothing in these terms and conditions should be taken as advice on legal compliance.

2.3. Any issues regarding an applicant applying to or being engaged by an organisation are the sole responsibility of that organisation and not of the Careers Service.

2.4. The University is a member of the following professional organisations:

- (a) The Association of Graduate Careers Advisory Services (AGCAS): the Careers Service follows the [Good Practice Guide](#), and [Recruiting International Graduates: A Guide for Employers](#);
- (b) The Institute of Student Employers ([ISE](#));
- (c) The National Association for Student Employment Services ([NASES](#)); and
- (d) The National Union of Students ([NUS](#)).

## 3. General rules

3.1. All employment related matters are between the applicant and the organisation, and the organisation is solely responsible for ensuring compliance with applicable law when advertising for a post, interviewing and / or engaging any individual (including, without limitation, carrying out any required right to work checks and ensuring compliance with equality law).

3.2. The Careers Service reserves the right to decline any advertisement or to advertise any vacancy that is considered inappropriate at the sole discretion of the Careers Service including, without limitation, any opportunities which appear:

- (a) To breach the Equality Act 2010;
- (b) Not to comply with applicable law;
- (c) To promote or endorse illegal activity;

- (d) To involve applicants writing academic essays for use by other students;
- (e) To represent a health and/or safety risk to students; or
- (f) To have misleading, incomplete, or inaccurate job descriptions, or otherwise fail to comply with the organisation's obligations in sub-paragraph 3.4 below.

3.3. The Careers Service will not:

- (a) Distribute flyers, posters or similar material to academic departments or other areas of the University on behalf of an organisation. Information about alternative profile-raising opportunities is available through the [Careers Service website](#);
- (b) Give out details of applicants for organisations to contact directly; or
- (c) Interview, shortlist or vet applicants on behalf of organisations.

3.4. The organisation must:

- (a) Provide an accurate, complete job description specifying skills and qualifications required and details of the role and responsibilities;
- (b) Indicate the hourly rate or salary range;
- (c) Include clear application contact details (or URL link, as relevant);
- (d) Ensure the entire selection process is clearly explained to applicants (including assessment centres/tests);
- (e) Keep applicants informed if an offer/process is delayed;
- (f) Clarify whether feedback is available to applicants.

3.5. The role advertised must meet the requirements of and comply fully with applicable law including, without limitation and where applicable:

- (a) The applicable national minimum wage;
- (b) Tax rules;
- (c) National insurance contributions;
- (d) Health and safety legislation;
- (e) Employer's liability and other insurance requirements; and
- (f) Rules applicable to international applicants (we encourage organisations to [follow AGCAS guidance in relation to international graduates](#)).

3.6. The organisation's profile must include:

- (a) Organisation name;
- (b) Full address;
- (c) Phone number;
- (d) Contact email address;
- (e) Type, scope, and size of the organisation; and
- (f) Registered charity or company number.

3.7. If the organisation breaches these terms and conditions, the Careers Service reserves the right (at its sole discretion) to suspend the organisation's use of mycareer (including disabling job posting privileges or disabling account access).

#### 4. Teaching abroad

- 4.1. The Careers Service will not advertise any individual teaching abroad vacancies, and no such opportunities should be published by an organisation on mycareer. Instead, the Careers Service refers students and graduates to resources available online including: [Onestopenglish](#), [The Guardian Jobs](#) and [Cactus TEFL](#).

#### 5. Recruitment agencies and job listing websites

- 5.1. Mycareer may be used to advertise paid graduate positions advertised by recruitment agencies or third parties but **not** temporary roles. Where a recruitment agency is posting on mycareer, the opportunity must be posted under the client organisation's name, **not** the recruitment company's name.
- 5.2. The organisation's name and details must be made known to the Careers Service and will be listed within mycareer.
- 5.3. The Careers Service will **not** permit advertisement for positions where:
- (a) an applicant or worker must pay a fee, or an 'umbrella' company is used to pay workers; or
  - (b) an applicant must set up as a limited company to receive payment.

#### 6. Individuals

- 6.1. The Careers Service will only post roles advertised by organisations which are either registered entities or other not for profit entities. We will not post roles which are advertised by an individual or sole trader.

#### 7. Internship schemes

- 7.1. The category 'SME Internship Scheme' within mycareer is only for those organisations whose internships are part of this scheme, details of which are available at <https://www.bristol.ac.uk/careers/information-for-organisations/sme/>.
- 7.2. Please contact the SME Internship team at [careers-sme-engagement@bristol.ac.uk](mailto:careers-sme-engagement@bristol.ac.uk) if you are interested in applying to participate.

#### 8. Remuneration

- 8.1. Where an opportunity is paid (i.e. **not** voluntary), a minimum of the UK Higher Minimum Wage must be paid as a base wage before any included benefits such as accommodation or training.
- 8.2. Where a job is based abroad, the wage paid must be in line with the minimum wage in the hiring country, and it is the responsibility of the hiring organisation to ensure compliance with applicable law.
- 8.3. The Careers Service will **not** permit the advertisement of any vacancies:
- (a) Paying less than the UK Higher Minimum Wage (or equivalent), for UK based roles (any voluntary opportunities must be advertised as a voluntary opportunity type, and for international roles it is the responsibility of the hiring organisation to ensure compliance with any local equivalent);
  - (b) Where the applicant is charged or required to invest;
  - (c) That are paid on a commission only basis;
  - (d) That are self-employed; or
  - (e) That relate to a 'pyramid' (or similar) selling scheme.

#### 9. Dates

- 9.1. The Careers Service will aim to respond to all vacancy advertisement requests within 4 working days of receipt.

- 9.2. Subject to compliance of the vacancy with the remainder of these terms and conditions, the Careers Service will advertise vacancies until the closing date which is specified by the hiring organisation.
- 9.3. The organisation will be notified when the advertisement is about to expire and given the opportunity to extend.

## **10. Equality, Diversity & Inclusion**

- 10.1. All vacancies advertised on mycareer must comply with the University's Equality, Diversity & Inclusion Policy Statement available at <https://www.bristol.ac.uk/inclusion/governance-policy-and-guidance/edi-policy-statement/>.

## **11. Right to work**

- 11.1. The University has international alumni who will also access mycareer, and Organisations must be willing to consider applications from individuals based overseas, subject to compliance with immigration and visa requirements. Organisations should avoid any statement that they will only accept applications from those who are permanently resident in the UK, since this could amount to unlawful discrimination.
- 11.2. Where the role might not meet the minimum criteria required for employer sponsorship for visa purposes (where applicable), the organisation may state this on the opportunity post, but must give specific details.

## **12. Events**

- 12.1. The Careers Service maintains a diary of events, held on or off campus.
- 12.2. Events may be booked directly with Careers Service. These are subject to separate terms and conditions.

## **13. Target emails**

- 13.1. Although the Careers Service will conduct some basic checks on the text within any target emails sent on behalf of an organisation, the University accepts no responsibility for checking the accuracy or compliance of any target emails.
- 13.2. Therefore, the organisation retains responsibility for the content of emails and must ensure that the content is phrased in a way that is fully compliant with applicable law.

## **14. Privacy**

- 14.1. Where the University processes personal data as part of the services offered by the Careers Service to organisations, it shall do so in accordance with Annex A (privacy statement).

## **15. General**

- 15.1. To the greatest extent permissible by law:
- (a) all warranties and conditions whether express or implied by statute, common law or otherwise are excluded, (and for the avoidance of doubt no warranty is given in relation to any candidates which an organisation may engage as a result of a posting, nor that the opportunity posting service will be free from defects, errors and bugs, nor that use of it will result in any particular outcome); and
  - (b) the University accepts no liability for any loss arising, directly or indirectly, from an organisation's use of any of the platforms or services made available by the Careers Service, or from the unavailability or defective operation of such platforms or services.
- 15.2. Nothing in these terms and conditions limits the University's liability in respect of the following:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; or

(c) any other losses which cannot be excluded or limited by applicable law.

- 15.3. Severance: If any court or competent authority finds that any provision or part-provision of these terms and conditions invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions shall not be affected.
- 15.4. Entire Agreement: these terms and conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions.
- 15.5. Governing law and jurisdiction: these terms and conditions and any dispute or claim arising out of in connection with them or their subject matter or the formation of a contract (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of in connection with these terms and conditions or their subject matter or the formation of a contract (including non-contractual disputes or claims).

## Annex A

### Privacy statement

#### 1. Introduction

- 1.1. Please read this privacy statement carefully as it contains important information on who we are and how and why we collect, store, use and share certain personal data in connection with the use of mycareer by individuals at an organisation.
- 1.2. Unless the University processes your personal data on behalf of another organisation for purposes that have been determined by that organisation, the University is a 'controller' in relation to your personal data and is registered as such with the Information Commissioner's Office (**ICO**) (registration number [Z6650067](#)). The University is acting as a data controller when it collects and processes contact details and basic company information in relation to organisations and their representatives, in order to provide opportunity postings that connect organisations with students and recent graduates to enhance their employability skills and prospects, in accordance with its contractual obligations under the terms and conditions for mycareer.
- 1.3. This privacy statement relates to the contact details and company information in relation to organisations and their representatives, held and used by the Careers Service.

#### 2. Service access and duration of processing

- 2.1. mycareer is the organisational access point for the Careers Service, and the route through which details are shared with students and recent graduates. On registration, a mycareer online account is created by the user for the organisation they represent, and for themselves as a contact.
- 2.2. Users set their own account password; this is not accessible by the University. This can be reset directly by organisations using the 'forgotten your password?' link on the [organisation sign in screen](#).
- 2.3. Organisational contact details can be updated through the 'organisation profile' in mycareer. Users can request for their account to be deactivated by [contacting the Careers Service](#).
- 2.4. User accounts remain active either until the Careers Service is advised that they should be deactivated, or if it has been more than 3 years since the last time the organisation's account was accessed. Personal data in any account which has not been accessed for 3 years will be deleted.

#### 3. Mandatory details we hold

- 3.1. To create an account, users must provide company and user contact details, and basic company information. All personal data collected from an organisation by the Career Service is stored in mycareer and will be handled in accordance with the requirements of the UK General Data Protection Regulation ("UK GDPR").
- 3.2. Mandatory details recorded are:
  - First name.
  - Last name.
  - Email address.
  - Phone number.
  - Organisation name.
  - Organisation postal address.
  - Organisation description.
  - Number of employees.
  - Primary business area.
- 3.3. Optionally, a job title, website address, and logo can also be provided.

3.4. The Careers Service reserves the right to add further optional fields to the registration process to gather information to help students research organisations and to tailor mycareer to meet their needs and interests.

#### **4. How we use your personal data**

4.1. This information is required by the University to allow the Careers Service to administer the mycareer platform. This includes:

- Displaying contact information where submitted by an organisation as part of a posting on the platform.
- Making telephone calls to offer tailored information and relevant opportunities for organisations to connect with students and recent graduates on campus.
- Sending invitations by email to participate in or lead careers events (e.g. careers fairs, promotional events, skills sessions).
- Distributing tailored information in the form of newsletters.
- Booking places for careers events.
- Requesting target emails to be sent by the Careers Service to specific groups of students or recent graduates (but for the avoidance of doubt no personal data of individual students is shared by the Careers Service with the organization requesting a target email).
- Posting opportunities on behalf of organisations.
- Recording notes of conversations and meetings with organisations.
- Sending invitations to take part in surveys, including surveys conducted by external organisations for compiling league tables (for example, QS Top Universities) – please note that any such surveys which you may choose to participate in are outside of these terms, and will be subject to the privacy policies / notices of the relevant external organisations.
- Conducting statistical analysis.
- Anonymous tracking of user journeys using Google Analytics.

#### **5. Lawful Basis**

5.1. We will only process your personal data where we are permitted to do so by law. In relation to mycareer, we will use your personal data to perform a contract that the University has entered into with you or that you are taking steps to enter into.

#### **6. Who has access to your personal data**

6.1. Within the University, access to personal data stored in mycareer is limited to University staff who require access to perform their role.

#### **7. Who we share your personal data with**

7.1. The mycareer platform is operated by [GTI Futures Limited](#), a company registered in England and Wales with company number 02347472, and accordingly the personal data you submit via mycareer is processed by [GTI Futures Limited](#) acting as a processor of the University. The University has a written contract in place with [GTI Futures Limited](#) to ensure personal data is processed by them in accordance with data protection law. Further information regarding how GTI Futures Limited meets these obligations can be found in their [privacy policy, available at](https://www.groupgti.com/privacy/gti-futures) <https://www.groupgti.com/privacy/gti-futures>

7.2. We or the third parties mentioned above occasionally also share personal data, where required to do so as part of a legal obligation, with:

- External auditors, e.g. in relation to the audit of accounts, in which case the recipient of the information will be bound by confidentiality obligations;
- Professional advisors (such as lawyers and other advisors), in which case the recipient of the information will be bound by confidentiality obligations; and
- Law enforcement agencies, courts, tribunals and regulatory bodies to comply with our legal and regulatory obligations.

## **8. Where your personal data is held**

8.1. Personal data is held on mycareer's servers which are based in the UK and / or in the EU.

## **9. Updating your data and communication preferences**

9.1. Contact details can be updated directly through the 'organisation profile' in mycareer. Users can request for their account to be deactivated or opt out from receiving further communications by [contacting the Careers Service](#). Note that users cannot unsubscribe from receiving certain important service related messages, which are necessary to ensure the proper functioning of mycareer.

## **10. Accessing your personal data**

10.1. UK GDPR and the Data Protection Act 2018 provide you with various personal data rights, including the right to access the personal data that we hold about you. Instructions on [how to access personal data held by the University](#) are available online.

## **11. Contact**

11.1. If you have any issues relating to these terms and conditions, or wish to exercise any of your rights with respect to personal data, please contact [data-protection@bristol.ac.uk](mailto:data-protection@bristol.ac.uk).

## **12. Complaints**

12.1. You may make a complaint to the ICO as the supervisory body for data protection matters the UK if you believe your rights have been breached. For more information see [Make a complaint | ICO](#).