



Last Updated 11th October 2023

## Terms and Conditions

These Terms and Conditions apply to employment vacancies and internship opportunities both within Australia and overseas. A reference to "employment", a "job vacancy" or "job" also includes volunteering and internships, and a reference to "employer" includes the entity seeking to promote a volunteer opportunity or internship opportunity on Targetconnect, managed by the Graduate Employment staff at Deakin University. Deakin University reserves the right to add disclaimers and/or advisory notes to any role advertised on this site.

### 1. Information Required

Targetconnect is a self-service online system and Deakin requires all employers wanting to list job vacancies to provide the following information:

- a. the name of the organisation or individual employer;
- b. the Australian Business Number (ABN) of the organisation;
- c. the full name of a contact person;
- d. the address and phone numbers (land line and/or mobile) of the organisation, individual or contact person;
- e. the organisation's website
- f. a detailed description of the nature of the work being offered, which relates to a genuine vacancy; and
- g. an appropriate hourly rate of pay, annual rate or the name of the relevant and current award or job classification. Please visit Fair Work Australia [www.fairwork.gov.au](http://www.fairwork.gov.au) to confirm your appropriate rate of pay.
- h. costs payable by the student which are associated with the job vacancy (e.g. uniforms, compulsory certification, pre-employment testing)

### 2. Job Vacancies

- a. Only genuine job vacancies are to be submitted. Acceptable job vacancies include, but are not limited to:
  - i. part-time, casual, contract and full-time paid employment;
  - ii. graduate programs;
  - iii. vacation programs;
  - iv. international job vacancies;
  - v. work integrated learning opportunities (e.g. cooperative programs, sandwich years, industry-based learning, internships, student work placements, see item 6.c, below);
  - vi. vacancies for market research participants;
  - vii. volunteer opportunities (see item 6.b, below).
- b. Job vacancies offering voluntary or unpaid work must comply with the *Fair Work Act 2009 (Cth)*.
- c. Listing of a job vacancy on Targetconnect does not constitute a recommendation from Deakin University's Graduate Employment staff or endorsement of any organisation or service provider.

### 3. Prohibitions and Reservations

- a. Deakin University will not accept the following job vacancies to be listed on Targetconnect:
  - i. remuneration commission only;
  - ii. remuneration by profit share;
  - iii. remuneration below award wages;
  - iv. "business opportunities";
  - v. positions in the sex industry;
  - vi. independent contracting arrangements (self-employment) where students need to obtain an



Australian Business Number (ABN);

vii. offering "cash" or "cash in hand";

viii. offering "piece rates" i.e. where payment is per product produced, per delivery, per sale made etc. An hourly rate that is at least award wage level is required

ix. involving any unpaid training/ trial periods, or reduced pay for training/ trial periods, except whereby a federal or state award makes allowances for such arrangements

x. involving any illegal activity;

xi. not advertising a genuine employment opportunity: and

xii. requiring the

1. purchase or lease of a product (other than a mandatory uniform) or service, or payment of a security deposit, registration fee, application fee or similar; or

2. enrolment in a program of education with another education provider as a condition of employment or acceptance into the volunteer opportunity.

b. Deakin University reserves the right to refuse or withdraw from Targetconnect without notice, any job vacancy and organisation, if:

i. the notice of job vacancy does not comply with these terms and conditions;

ii. misleading or incorrect information has been provided;

iii. complaints about the employer have been received;

iv. the job opportunity is considered to be inappropriate;

v. the advertisement of the job opportunity is inconsistent with the standing and reputation of Deakin University; or

vi. the employer has previously failed to comply with these Terms and Conditions.

Deakin University reserves the right to withdraw or refuse any advertisement and/or organisation from Targetconnect for any reason without notice and to alter any content of advertisements approved for publishing, in its sole discretion without reference to the employer.

#### 4. Approval of Job Vacancy Listings

a. All job vacancies submitted are subject to approval by Deakin in its sole discretion before being advertised on the Targetconnect website.

b. Failure to fully and satisfactorily complete all of the required information may result in the job vacancy not being accepted.

#### 5. Special Conditions

All job vacancies submitted for listing must comply with the following special conditions, as appropriate to the nature of the job(s) being submitted:

##### a. Work Integrated Learning/internships

The following conditions must be met for unpaid work integrated learning/internship opportunities to be advertised on Targetconnect:

i. the organisation must be a not-for-profit entity registered with the Australian Charities and Not-for-profit Commission; or

ii. the role must be approved by the relevant Faculty at Deakin University. The Faculty will ensure the role fits into their guidelines for the successful candidate to earn academic credit and be covered by Deakin University's insurance. Please contact the relevant faculty directly to have your unpaid work integrated learning opportunity reviewed:

Faculty of Business and Law - [bl-wil@deakin.edu.au](mailto:bl-wil@deakin.edu.au)

Faculty of Arts and Education - [artsed-wil@deakin.edu.au](mailto:artsed-wil@deakin.edu.au)

Faculty of Health - [health-wil@deakin.edu.au](mailto:health-wil@deakin.edu.au)

Faculty of Science, Engineering and Built Environment - [sebe-wil@deakin.edu.au](mailto:sebe-wil@deakin.edu.au)



#### **b. Volunteer Opportunities**

A volunteer opportunity must meet the following additional criteria to be advertised on the Targetconnect:

- i. Deakin does not consider the activity to be high risk;
- ii. the activity provides a genuine benefit to the community;
- iii. in the case of a domestic opportunity, the organisation offering the position has an ABN and is a not-for-profit entity registered with the Australian Charities and Not-for-profit Commission;
- iv. in the case of an overseas opportunity, has been approved as a designated international volunteer opportunity by Deakin's Global Mobility Office.

### **6. Indemnity and Limitation of Liability**

a. Deakin University takes no responsibility for job vacancies advertised on Targetconnect, the content of the advertisements or for any arrangements subsequently taking place between the potential employee and the employer.

b. To the extent permitted by law, Deakin makes no express or implied warranty with respect to Targetconnect or the services provided. Where Deakin is unable to exclude liability, such liability is limited, at the option of Deakin, to supplying the Services again or paying to the Client its reasonable costs of having such Services supplied again. In no circumstances will Deakin's liability to pay for the resupply of Services exceed the Fees.

c. Employers agree to indemnify Deakin, its officers, employees, students, servants and agents (the Indemnified) from and against any cost, damage, loss or expense (including legal and other professional costs on a full indemnity basis) that may be incurred by the Indemnified as a result of the negligent act or omission of the employer, its officers, employees, servants and agents or a breach of these terms.

d. Deakin makes reasonable efforts to confirm that all job vacancies featured on Targetconnect comply with these Terms and Conditions. However, Deakin University accepts no responsibility for advertisements which contain inaccurate, misleading or false information.

### **7. Compliance with law**

All job vacancies submitted to Targetconnect (also known as the DeakinTALENT Jobs & Internships Board) must comply with all relevant State and Commonwealth laws.

### **8. Collection Statement**

Deakin University will use personal information provided with a request to advertise a job vacancy, to post the vacancy on Targetconnect by Deakin and to administer the post. Deakin University may also use personal information to alert prospective employers to other services to facilitate recruitment, to send career-related/ employment notices, to invite participation in labour market research and to assist in continuous quality improvement. Deakin University will not disclose personal information collected by Targetconnect without the individual's consent unless authorised or required to do so by law. Deakin University manages personal information, including requests by individuals for access to their personal information, in accordance with the *Privacy and Data Protection Act 2014 (Vic)*. Deakin's information privacy policy may be viewed at <http://theguide.deakin.edu.au/>

For further information on privacy at Deakin University you may contact the University Solicitor's Office on (03) 5227 8524 or at [privacy@deakin.edu.au](mailto:privacy@deakin.edu.au)



## 9. General

- a. Part or all of any clause of these Terms and Conditions that is illegal or unenforceable in any jurisdiction will be severed in the relevant jurisdiction and the remaining provisions will continue in force. The legality or enforceability of the provision in any other jurisdiction will not be affected.
- b. These Terms and Conditions are governed by the law in force in the State of Victoria and the parties submit to the jurisdiction of the courts of that state.