

EARN AS YOU LEARN EMPLOYER TERMS AND CONDITIONS

The following terms and conditions (**T&Cs**) apply to employment vacancies submitted by prospective employers (**Advertisers**) to the Charles Sturt University (**CSU**) 'Earn As You Learn' program.

1. 'Earn As You Learn' program

- 'Earn As You Learn' is a free service provided by CSU in which Advertisers, once their employment vacancy has been accepted by CSU in accordance with the T&Cs, receive a shortlist for their vacancy prepared by CSU from a pool of local job-ready CSU students looking for casual / part-time work.
- CSU reserves the right, in its absolute discretion, to refuse to accept any employment vacancy submitted by an Advertiser to the CSU 'Earn As You Learn' program which does not meet the T&Cs.
- CSU does not endorse nor recommend any of the employment vacancies accepted to the 'Earn As You Learn' program.
- CSU will provide Advertisers a shortlist of local job-ready CSU students only, and will not be involved in the vetting or selection of candidates who register for the 'Earn As You Learn' program.

2. Variation of T&Cs

- CSU reserves the right to change the T&Cs from time to time which will take effect when uploaded to this website.

3. Limitation of liability and indemnity

- CSU accepts employment vacancies submitted by Advertisers in good faith on the basis that each Advertiser has complied with the T&Cs.
- CSU accepts no liability for any failure by an Advertiser to ensure their employment vacancy complies with all laws, legislation and guidelines.
- CSU makes no warranty and accepts no responsibility regarding the suitability of any of the candidates included in the shortlist of local job-ready CSU students prepared by CSU for the employment vacancies submitted by Advertisers.
- CSU will not be liable to Advertisers for any loss or damage which may be suffered or incurred or which may arise as a consequence of Advertisers' participation in the 'Earn As You Learn' program.
- Advertisers agree to indemnify CSU against all claims, action, suits, costs and expenses incurred in any way by CSU as a result of Advertisers' participation in the 'Earn As You Learn' program.

4. Compliance with laws

- All employment vacancies accepted by CSU for the 'Earn As You Learn' program must be compliant with all Australian and State (as applicable) laws, legislation and guidelines (including but not limited to privacy, fair trading, trade practices, anti-discrimination).
- CSU will not accept any employment vacancy to the 'Earn As You Learn' program which does not comply with the Fair Work Act 2009 (Cth) or any other jurisdictional applicable laws.
- Advertisers must ensure they do not breach any law or the rights of a person.

5. Advertisers' general obligations

- Advertisers must understand their rights and responsibilities before submitting to CSU an employment vacancy. For more information, CSU encourages Advertisers to read the following websites:
 - i. [Australian Government Information for employers](#)
 - ii. [Fair Work Ombudsman - Fact Sheets for Employers](#)
 - iii. [Australian Human Rights Commission – Guidelines for writing and publishing recruitment advertisements](#)
- Advertisers are responsible for the content and accuracy of any employment vacancy they submit to CSU, and must ensure it complies with the T&Cs.
- Advertisers must be an Australian registered business and provide their Australian Business Number (ABN).
- Advertisers must submit to CSU only genuine employment vacancies based in Bathurst, Port Macquarie or Wagga Wagga NSW and/or within 50 km of those regional cities.

- Advertisers will only submit employment vacancies which require applicants to work no more than 20 hours per week for ongoing casual / part-time work or up to 100 hours per month for short-term/temporary positions provided such positions are still classified as casual / part-time work.
- Advertisers must ensure any employment vacancy submitted to CSU provides a clear summary of the work offered and select all relevant criteria from the list provided.
- Advertisers must ensure that minimum wage standards are met in any employment vacancy submitted to CSU. CSU encourages Advertisers who are uncertain about wage standards to obtain information or clarification from the [Fair Work Ombudsman](#).
- Advertisers must take all reasonable efforts to ensure all links contained in any employment vacancy submitted are free from viruses, Trojans, worms or other malicious software.

6. Unacceptable employment vacancy postings

- a. The following, but not limited to, are reasons CSU may find an employment vacancy submitted by an Advertiser to be unacceptable:
 - i. is not based in Bathurst, Port Macquarie or Wagga Wagga NSW and/or within 50 km of those regional cities;
 - ii. does not meet all Australian and State (as applicable) laws, legislation and guidelines (including but not limited to privacy, fair trading, trade practices, anti-discrimination);
 - iii. considered to be a device used to access CSU in order to promote a business, product or service;
 - iv. business or franchise opportunities;
 - v. requires students to obtain an ABN (an independent contracting arrangement or self-employment);
 - vi. remuneration is on a commission basis;
 - vii. remuneration includes full or partial non-monetary arrangements, e.g., accommodation or goods;
 - viii. remuneration is not provided to employees for using their own facilities and resources (phones, internet, vehicles, etc.);
 - ix. requires unpaid trial periods;
 - x. requires payment for products, services or securities (etc.) as a condition of employment;
 - xi. requires applicants to register and pay for opportunities, e.g., application and program fees;
 - xii. risks students' personal safety, health, finances or moral well-being;
 - xiii. considered to be illegal, offensive or unethical;
 - xiv. requires images of an applicant or copies of personal documents at time of application; or
 - xv. contains misleading or incorrect information.

7. Students' Privacy

- a. In clauses 7 and 8, the following terms are defined:
 - i. **Personal Information** has the same meaning as in the Privacy Act, being information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.
 - ii. **Privacy Act** means the *Privacy and Personal Information Protection Act 1998* (NSW).
- b. Advertisers acknowledge that CSU may provide Personal Information of CSU students (including resumes) to Advertisers when CSU provides a shortlist for their vacancy from a pool of local job-ready CSU students looking for casual / part-time work in order to facilitate the 'Earn As You Learn' program.
- c. Advertisers agree, in relation to all Personal Information coming into its possession or control under the T&Cs, to:
 - i. comply with the information privacy principles set out in the Privacy Act;
 - ii. ensure the Personal Information is only used for the purpose of determining a suitable candidate for their employment vacancy;
 - iii. take all reasonable steps to ensure the Personal Information is protected against loss and against unauthorised access, use, modification or disclosure;
 - iv. not disclose any such Personal Information without the written authority of the individual to whom the Personal Information relates;
 - v. immediately notify the individual to whom the Personal Information relates where it becomes aware that a disclosure of such Personal Information may be required by law; and

- vi. destroy any Personal Information as soon as it is no longer required.

8. Advertisers' Privacy

- a. CSU may collect, store and use Personal Information collected from Advertisers' details to:
 - i. update Advertisers about the service, e.g., indicating other services to facilitate student and graduate recruitment;
 - ii. clarify any details as required;
 - iii. undertake labour market research;
 - iv. contact advertisers to assist with the 'Earn As You Learn' program administration; and
 - v. other related purposes.
- b. Personal information is managed by CSU in accordance with the [CSU Privacy Management Plan](#).
- c. Any Advertiser can contact the [CSU Ombudsman](#) about Personal Information held by CSU about them.
- d. Supply of Personal Information is voluntary, but if an Advertiser declines to do so then CSU may not be able to accept their employment vacancy into the 'Earn As You Learn' program.

9. Opting out

- a. By registering in the 'Earn As You Learn' program Advertisers consent to receiving communications from CSU regarding the program.
- b. Advertisers can opt out of the 'Earn As You Learn' program by emailing earnasyoulearn@csu.edu.au.