

# Terms and Conditions

These Terms and Conditions were last updated December 2022 and may change at any time, without notice.

SwinEmploy is an online self-serve employability platform. Using this system is governed by the following Terms and Conditions.

## Accounts

**Your account must provide details we can verify.**

For organisations, this includes:

- your active Australian Business Number (ABN), Australian Company Number (ACN), Australian Registered Body Number (ARBN) or International Identifier for businesses outside Australia
- a searchable entity name or business name matching your ABN/ACN/ARBN or International Identifier
- at least one direct contact person's details as a representative of your entity.

For private household individuals:

- your direct contact details including email and phone number
- your current residential address

## Advertising jobs

**Each time you advertise, you are acknowledging your position(s) comply with the laws where the work will be carried out and are fit for purpose on SwinEmploy.**

This includes submitting vacancies that:

- are current and genuine employment opportunities with accurate and complete information.
- describe the role, responsibilities, location, working hours, skills, experience and selection criteria in English
- are paid according to the [Fair Work Ombudsman](#) and must meet or exceed the [National Employment Standards](#). For work outside Australia, they must meet or exceed the employment standards of the country where the work will be taking place.
- comply with applicable local, national and international laws, including but not limited to laws relating to labour and employment, equal employment opportunity and employment eligibility requirements, data privacy, data access and use, and intellectual property.

Vacancies that are not suitable for SwinEmploy include those that:

- are unsalaried or paid by:
  - non-monetary benefits as payment or part-payment for work performed
  - commission only, profit share, royalties where worker's earnings are not guaranteed and payment relies solely on the success of a product, service or business concept
  - piece rate/piece work including per project

unless you provide an applicable modern award title and code or registered agreement in lieu of salary, outlined by the [Fair Work Ombudsman](#).

- have reduced/unpaid trial or training periods outlined by the [Fair Work Ombudsman](#)
- are not employer-employee relationships including but not limited to independent contracting arrangements, positions where candidates are required to be self-employed, freelancers, independent business owners or participate in multi-level marketing business models
- are for participants in research including focus groups, market research, survey respondents and mystery shoppers
- require purchasing a product or service or paying fees as a condition of employment
- are business opportunities including start-up, franchise ownership, co-ownership, co-founder or investment opportunities
- do not detail a specific vacancy or require applicants to register, subscribe or express interest for possible future opportunities
- ask applicants to submit business ideas (intellectual property) or complete productive work to apply
- involve volunteering, scholarships or work integrated learning opportunities (these will be forwarded onto the relevant team in the University for assessment and processing)
- involve any illegal activity
- Swinburne determines in its absolute discretion are unsuitable.

**You are responsible for candidate attraction and selection.**

We do not screen applicants, select or endorse candidates. See 'Tips for recruiting' on the [guidelines for advertising](#).

**Booking services and promotions**

All bookings and promotions to students are processed through SwinEmploy. To request service or promotion, you must be a current contact on your organisation's account.

When you submit a booking for service or provide content for promotion, in addition to the service's specific Terms and Conditions, you agree:

- the content you provide, represent or present aligns with these Terms and Conditions, has a careers or employability focus, does not compete with an existing University offering, and does not include offensive or inappropriate material
- to pay any associated costs
- confirmation occurs after a University representative has assessed your request and we can refuse your request at our absolute discretion

- to notify [employability@swin.edu.au](mailto:employability@swin.edu.au) if there are changes to your booking, you decide not to proceed with the service or to cancel.

## **Liability and reserved rights**

- We may edit details at our discretion to meet these Terms and Conditions. We do not accept liability for inaccurate, misleading or false information provided by account contacts.
- You agree to indemnify Swinburne and its staff against all claims, costs, expenses, loss, or damage incurred in relation to services supplied or use of this system including advertising positions.

## **Privacy and use of data**

We use your contact account information and organisation information entered at registration to provide updates on our services and SwinEmploy, clarify and finalise bookings or job ad details and connect you with other parts of the University in accordance with [Swinburne University's privacy statement and collection notice](#).