

# Flinders Campus Community Services

## Domestic Employment Referrals

### Employers copy

#### ***The Commercial Referral Service***

The Flinders Campus Community Service Commercial Referral Service (“**FCCS**”) is a referral service for students who wish to obtain employment on a casual basis. The FCCS will refer students to clients who require casual and temporary employees.

#### ***How does the service work?***

- You need to provide us with complete and accurate instructions (“**job details**”) about the work that you require the student to undertake.
- You also need to tell us whether the student needs to provide any equipment.
- We will then make every effort to ensure that the students we refer to you are suitable.
- Because the service is only a referral service, you make the final decision about offering work to a student. We recommend that you interview the students who are referred to you and, if you think it appropriate to do so, request references from the student prior to offering employment.
- Because it will be you who will be employing the student, you must provide sufficient supervision, information and training.
- You must not direct a student to undertake work that they are not legally entitled to do. For example, you must not direct a student to undertake electrical or plumbing work (unless, of course, the student holds the appropriate trade qualifications and any necessary licences).
- Generally, the Commercial Referral Service is free of charge. However, the FCCS reserves the right to apply charges for some referral services. These charges will be discussed with you at the time when you register with the FCCS for student referrals.

#### ***Statutory compliance***

- You hereby undertake to comply with all statutory and other legal requirements in relation to the engagement of a student, including but not limited to:
  - The Workers Rehabilitation and Compensation Act 1986 (SA)
  - The Superannuation Guarantee (Administration) Act 1992 (Cth)
  - Any applicable awards or other industrial instruments
  - The Equal Opportunity Act 1984 (SA), the Sex Discrimination Act 1984 (Cth), the Racial Discrimination Act 1975 (Cth) and the Disability Discrimination Act 1992 (Cth)
  - The Occupational Health, Safety and Welfare Act 1986 (SA)

#### ***Terms and conditions for use of the Commercial Referral Service***

The FCCS will refer students to you subject to the following terms and conditions:

- The FCCS accepts no responsibility or liability, whether on the ground of breach of contract or on the grounds of negligence or otherwise, for:
  - Any loss, expense or damage caused by the student to you or your property or to third parties or their property, regardless of it being caused by the student’s negligence, dishonesty, misconduct, lack of skill or otherwise.
  - Any loss, expense, damage or delay arising due to the FCCS not being able to refer a student to you or not being able to make a successful referral.

- Any failure by you to observe the requirements of any laws that apply in relation to the employment of the student, including but not limited to industrial awards.
- Any warranty, condition or representation, whether express or implied, as to the state or fitness of a student for the purposes for which the student is hired, is excluded.
- You indemnify and keep indemnified FCCS, its officers, employees, successors and assigns (collectively in this clause called "FCCS") and the student from and against any and all claims, damages, liabilities, judgements, losses, costs and expenses of every kind and nature, including legal fees incurred or suffered by the Union or the student as a result of:
  - Any act or default by you, your employees or agents (including any student referred to you by FCCS);
  - Any activity carried out by you, your employees or agents (including any student referred to you by the FCCS) that relates to the work of any student referred to you by the FCCS.
  - Any breach by you of these terms and conditions.
  - Any failure by you to observe the requirements of any laws that apply in relation to the employment of the student, including but not limited to industrial awards.

The provisions of this clause will continue to operate indefinitely.

I confirm:	
I have received and understood the Flinders Campus Community Service Inc Employment Service Terms and Conditions of Commercial Employment Referrals.	
I accept the terms and conditions.	
Signature:	_____
Name:	_____
Position Title:	_____
Company:	_____
Date:	_____
Job reference no.	_____

Please sign and return to the Flinders University Employment Service via fax 8201 3084.

Any enquires please phone the Flinders University Employment Service on 8201 2082.