

Flinders Campus Community Services Inc (trading as Flinders One)

Flinders One Tutor Placement Referral Service

Terms & Conditions

1. Tutor Placement Referrals

The Referral Service is a service for students who wish to obtain employment on a casual basis and we refer students to clients who require casual and temporary employees.

2. How does Flinders One Employment referral service work?

- We are a referral service and do not match registered students to available job positions. We place all job adverts on our Flinders One Employment website in a generic format without the employer's details.
- Registered students will regularly check the website for vacancies and once they apply for the job you have advertised, your contact details are given to them so they can contact you directly.
- We recommend that a minimum of 5 business days be given prior to the commencement date of the job for placement of the advert and student response.
- Although Flinders One provides a wide range of job availabilities, there are some jobs that cannot be accepted due to OHS requirements and/or Employment Guidelines. We reserve the right to reject any jobs that do not comply with the said guidelines.

3. Fees

The fee for a tutor placement advert is \$20 (includes GST). Each advert has a duration of one month with an additional fee required for extension.

4. No Guarantees of service

- It is the responsibility of the employer to determine the suitability of the applicant for the work in questions.
- We recommend that either an interview or a request for references from the students is done prior to their appointment.
- Although we take all due care to maintain our services, we cannot guarantee that our service is free of electronic issues.

5. Insurance

- We don't insure our students for employment. If you wish to insure the student, please do so via your home and car insurance company or contact an insurance company for further information.

6. Statutory Compliance

- You hereby undertake the responsibility to comply with all statutory and other legal requirements in relation to the engagement of a student, including but not limited to:
 - i) The Workers Rehabilitation and Compensation Act 1986 (SA)
 - ii) Any applicable awards or other industrial instruments
 - iii) The Equal Opportunity Act 2008 (SA)
 - iv) The Sex Discrimination Act 1984(Cth)
 - v) The Racial Discrimination Act 1975 (Cth), and the Disability Discrimination Act 1992 (Cth)
 - vi) The Occupational Health, Safety and Welfare Act 1995 (SA)
- Furthermore, as an employer, it is your responsibility to provide our students with a safe working environment and sufficient supervision.
- As an employer, it is your responsibility not to direct our students to undertake work that they are not legally entitled to do. Eg, you must not direct a student to undertake electrical or plumbing work that requires a professional to undertake (unless the student holds the appropriate trade qualifications and any necessary licenses).

7. Employment Updates

- It is the responsibility of both employer and employee to keep in contact with us and notify us of any issues or relevant problems that occur prior, during, and after the job has commenced.
- All issues are taken seriously and investigated. We reserve the right to take actions to resolve any issues that may occur. .

8. Terms and conditions for the use of the Flinders One Tutor Placement Referral Service

Flinders One will refer students to you subject to the following terms and conditions:

- i) We accept no responsibility or liability, whether on the ground of breach of contract or 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 Flinders One 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.
- ii) Any warranty, condition or representation, whether expressed or implied, as to the state or fitness of a student for the purpose for which the student is hired, is excluded.
- iii) As an employer you indemnify and keep indemnified Flinders One, its officers, employees, successors and assigns (collectively in this clause called "Flinders One") 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 Flinders One or the student as a result of:
 - Any act or default by you or agents (including any student referred to you by Flinders One);
 - Any activity carried out by you or agents (including any student referred to you by Flinders One) that relates to the work of any student referred to you by Flinders One.
 - 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 Flinders One Tutor Placement Referral Service Terms & Conditions.

In signing the below I state that I have read and understood the terms and conditions of Flinders One and will abide by them.

Name : _____

Signature : _____

Contact Number : _____

Email : _____

Date : _____

For official use only

Job Reference No. : _____

Please return the Terms and Conditions, duly signed, prior to the placement of your job advert. Failure to do so will result in Flinders One not being able to assist you in your job advert and the referrals of students.

Please return the Terms & Conditions via Email, Fax or post.

Fax : (08) 8201-3084

Email : employment@flinders.edu.au

Address : Flinders University, Sturt Road. Bedford Park SA 5042,
GPO Box 2100, Adelaide SA 5001