

Terms of Service for Recruiting Organisations

The University of Westminster along with Westminster Students' Union has established a Terms of Service for Recruiting Organisations to establish and maintain recognised standards for both students, graduates and organisations using University and Union services to support their recruitment and talent development campaigns.

1. Definitions and Interpretations

- 1.1. In this agreement the following definitions apply:
- 1.2. "University" means any person employed by the University of Westminster or Westminster Students' Union and the organisations themselves.
- 1.3. "Organisation" means any individual or organisation identified that's aim is to enlist University students or graduates for any type of paid or unpaid work, to attend events or sign up for training programmes or services.

2. General

- 2.1. The University will endeavour to assist recruiting organisations in promoting their opportunities to suitable students and graduates, but shall bear no liability for any loss, damage or delay arising from the performance of these services.
- 2.2. The University reserves the right not to promote or endorse opportunities if they are deemed to be of a potentially libellous nature, could bring the University into any form of disrepute, or if they are deemed in any way not to be in the best interests of the students and graduates.
- 2.3. The University reserves the right not to promote or endorse opportunities that require students or graduates to promote external products or services on university sites or systems.
- 2.4. The University reserves the right to edit listed vacancies and promotional copy where necessary.
- 2.5. It is the duty of the recruiting organisation to ensure all statutory legal requirements within the relevant country are met prior to promoting their opportunity. In particular organisations are reminded of the following UK legislation;
 - 2.5.1. National Minimum Wage Act (1998).
 - 2.5.2. Legislation against any basis of discrimination within employment or the workplace, including sex, age, race, human rights, disability, ethnic origin as described by the Equality Act (2010).
 - 2.5.3. Children's Act (2004) and Working Time Regulations (1998) concerning safe working hours for all employees.
 - 2.5.4. Payment of tax or organisation of tax exemption arrangements, National Insurance contributions, or submission of Declaration of Income forms (P38) as necessary, to HM Revenue and Customs (Inland Revenue).
 - 2.5.5. Full occupational Health and Safety regulation.
 - 2.5.6. Employers' Liability (Compulsory Insurance) Act 1969

3. National Minimum Wage and Living Wage

- 3.1. The University requires all recruiting organisations promoting opportunities for workers or employees to be in line with National Minimum Wage & National Living Wage rates unless covered by one of the exemptions allowed by the National Minimum Wage Act.
- 3.2. The University will only promote opportunities that meet the "21 to 24" baseline rate of the National Minimum Wage, therefore all current students and graduates below the age of 25 are required to be paid the "21 to 24" baseline rate.
- 3.3. The University will not promote any opportunities that pay on a commission only basis, with no guarantee that the National Minimum Wage will be met.
- 3.4. More information on employment status, who is entitled to the national minimum wage can be found in the Employing People section of gov.uk

4. Volunteering and Voluntary Workers

- 4.1. The University, in line with Section 44 of the National Minimum Wage Act (1998), can promote volunteering and voluntary work opportunities for an third-sector organisation [unincorporated associations, registered charities, social enterprises (I.E. Community Interest Companies, Co-operatives, Industrial & Provident Societies & companies whose governing documents set out that they are not-for-profit) ,public bodies (I.E. Local and National Government, the NHS, Government Commissions and Agencies) and/or international NGO's (I.E. the UN and it's agencies, the WHO etc.)].
- 4.2. Volunteering opportunities must;
 - 4.2.1. Not directly or indirectly force or impose conditions for volunteering

4.2.2. Demonstrate public good

4.2.3. Be in keeping with best practice in volunteers' recruitment and management. If not sure, please refer to the latest updates and recommendation from the National Confederation of Voluntary Organisations.

4.2.4. Have the capacity in-house to induct, train, place and support student volunteers

4.2.5. Offer feedback to both the Student and the University when requested

4.2.6. Recognise student volunteer achievements through direct face-to-face feedback, volunteer certificates or references when requested

4.3. Voluntary work opportunities (not linked to an accredited module) must;

4.3.1. Be specific – with a clear project outline or job description – outlining what is required of the student and time-bound – not exceeding a total of 240 hours or 20 hours week or 12 weeks of part-time work

4.3.2. Include support for the students' personal and professional growth through appropriate level of training, regular supervision and feedback

4.3.3. Cover all relevant out-of-pocket expenses

4.3.4. Be relevant to the student' area of study

More information can be found within the Volunteering and Voluntary work policy and procedure.

5. Work Experience and Shadowing Opportunities

5.1. The University is committed to the value of developing the employability of our students, through supplementing academic study with work-based learning opportunities. Such opportunities exist outside of the University and include, but are not limited to: organisation visits; insight days; internships/work experience (short-term); sandwich placements and work shadowing.

5.2. We will only promote unpaid work experience where either of the following conditions are met;

5.2.1. Short term, informal activities where a student will spend time at an organisation premises observing, but will have no contract of making a working contribution; it is an observation opportunity. Activities undertaken by the student must not be 'mission critical' to the organisation.

5.2.2. Governed by an agreement between the University of Westminster, the student and the organisation, undertaken as an assessed module as part of a student's course of study, for a period of up to 12 months full-time.

5.3. Organisations should also adhere to the following terms:

5.3.1. Ensure that appropriate work-based learning opportunities are provided and that students are supported to achieve (or exceed) the intended learning outcomes (and any academic assessment, where applicable).

5.3.2. Students complement and supplement the work of paid staff, but are not used to replace paid staff or undercut their pay and conditions of service.

5.4. More information on work experience, work placements and internships can be found [Employment Rights for Interns](#) section of gov.uk

6. Self Employed and Freelance work

6.1. The University aims to produce enterprising students and graduates and will promote freelance and contract opportunities following the definition of [self-employed or contractor employment status](#) set out by gov.uk

6.2. Due to Visa restrictions non EU students are not able to work freelance. The University will endeavour to make all non EU students aware of this however it is the recruiting organisations and individual undertaking the works responsibility to ensure Visa regulations are adhered to.

7. Equality and Diversity

7.1. The University has a strong and historic commitment to promoting equality and embracing diversity. For this reason and in line with the [Equalities Act \(2010\)](#) we are not able to promote opportunities that;

7.1.1. Request that applicants must be 'native speakers' or speak any language as their 'mother tongue', as this may discriminate against particular nationalities. Instead, ask for fluent level or to have a first/native language standard - but only if this is absolutely necessary for the job.

7.1.2. Discriminate on the basis of race, gender, disability, religion, age, sexual preference, or other protected characteristics unless;

7.1.2.1. There is a genuine occupational requirement, covered by the relevant legislation, which permits exemption.

7.1.2.2. The opportunity aims to provide people from a particular group (or groups) the opportunity to compete in areas in which they have been under-represented or absent and this aim is sanctioned under relevant legislation.

7.1.3. In both the above cases, employers must provide relevant research to show this is the case and quote the relevant section of the applicable Act when submitting the opportunity. This will then be published with the opportunity.

7.2. More information can be found in the [Equalities Act Guidance](#) produced by the Government's Equalities Office.

8. Recruiting International Students and Graduates

8.1. The University's diverse staff, student and alumni community allow the development of the skills, competences and knowledge required by the global economy. For this reason the University respects and values diversity and believes in promoting equality of opportunity to all.

8.2. The University hopes that the [Association of Graduate Careers Advisory Services \(AGCAS\) Guide for Employers on Recruiting International students](#) will help to demystify the immigration options available and encourages recruiting organisations to read through this guide before promoting opportunities.

8.3. In line with the Government's [Code of Practice for employers on avoiding unlawful discrimination while preventing illegal working](#) the University is not able to promote opportunities that discriminate against applicants based on race or racial grounds, which includes colour, nationality, and ethnic or national origin.

8.4. In particular the university is not able to promote opportunities that;

8.4.1. state that 'All applicants must have permission to work in the UK' instead the term "the successful candidate must by the start of their employment have permission to work in the UK"

8.4.2. automatically reject applications on the basis of immigration status.

9. Working Hours

9.1. The University is unable to promote opportunities that require current full time students to work more than 20hrs a week during term time unless undertaking a placement that is assessed as part of the student's course of study, in which case they can work up to 40 hours per week. This is in line with the University's Student Employment Policy and Procedure.

9.2. We recommend that employers are flexible with timings and dates and try to provide alternative arrangements for the selection processes if and when these clash with exams, submissions or other important academic commitments.

10. Insurance and working in private homes

10.1. In line with the [Employers' Liability \(Compulsory Insurance\) Act 1969](#) we are not able to promote opportunities without adequate work insurance covering students and graduates for claims relating to sustenance of any damage or personal injury.

10.2. The University is not able to advertise opportunities that are based in private homes unless placed by or in collaboration with a registered agency providing all the necessary training and appropriate liability insurance.

11. Opportunities that include a fee or compulsory training

11.1. The University is not able to promote opportunities that require payment, this could include (but not exclusively) a training course, conference attendance or admittance onto a placement register, unless they are deemed to be:

11.1.1. directly related to careers and employability

11.1.2. providing an opportunity for students or graduates which is not commonly available in a similar format elsewhere, free of charge or for a lower payment

11.1.3. provided by an organisation of verified quality. This may be through (but not exclusively) accreditation from / affiliation to a professional body, a quality charter mark or testimonials from a range of known external organisations.

11.2. The University will promote opportunities that require students and graduates to undertake compulsory unpaid training in order to secure a paid opportunity however the following criteria must be met;

11.2.1. Travel expenses must be paid to the student

11.2.2. The unpaid training period must be for no longer than 60 working days

11.2.3. A copy of the applicable contract must be made available to the university prior to promoting the opportunity.

12. Recruitment Agencies & Businesses

- 12.1. The University reserves the right not to advertise posts on our opportunity listings for students or graduate to register with an agency, unless for a supply agency.
- 12.2. We will however advertise specific opportunities for named employers that choose to act through a recruitment agency, on the following terms:
 - 12.2.1. The agency must supply the name of their client, though this will be kept confidential if explicitly requested in writing by the agency.
 - 12.2.2. If more than one agency submits the same opportunity, we will act in favour of the first agency to contact us unless instructed otherwise by the employer.
 - 12.2.3. If an agency submits an opportunity already advertised by the employer in their own right or the employer submits an opportunity already sourced through an agency, we will advertise the employer's own opportunity (removing/rejecting the agency versions as necessary) unless instructed otherwise by the employer.

13. Complaints

- 14. It is the duty of the University of Westminster and Westminster Students' Union to investigate any complaint submitted by a student or graduate regarding organisational conduct in relation to recruitment and employment.
- 15. Where appropriate statements will be collected from the parties concerned and an independent panel will meet to decide on the outcome.
- 16. The outcome will be communicated in writing to all parties within 5 working days of the panel meeting and will also be circulated to relevant internal departments.
- 17. All parties have the ability to appeal. Appeals should be submitted in writing within 5 working days to the Director of Student Affairs.
- 18. All complaint information will be handled sensitively and following any relevant data protection requirements.