# Terms and conditions for use of the University of Bristol Careers Service



#### 1. Introduction

- 1.1. This document details the terms and conditions which apply to students and graduates engaging with all careers services provided by the University of Bristol (the "University") via the University's careers service (the "Careers Service"). This includes students and graduates creating an account in order to access and use the online opportunity posting service made available by the University ("mycareer") and other online platforms made available by the University, as detailed below.
- 1.2. Please read these terms carefully before you create an account or interact with the Careers Service, as they set out important information about your and our rights and obligations. By using the services offered by the Careers Service, or by creating an account to use any of the applications or platforms made available by the Careers Service, you are agreeing to be contractually bound by these terms and conditions.

## 2. Posted Opportunities

- 2.1. The Careers Service provides a free opportunity posting service to students and graduates through mycareer, which enables hiring organisations to post details of graduate positions, temporary roles, part-time work, vacation work, internships, and placements.
- 2.2. The Careers Service endeavours to screen opportunity posts before agreeing to publish them on mycareer, to ensure that:
  - a) They appear to meet our employer vacancy advertising policy applicable to organisations wishing to post opportunities on mycareer;
  - b) Adverts for UK opportunities appear to meet requirements of UK equality legislation; and
  - c) Adverts for UK opportunities appear to meet requirements of the applicable minimum wage.
- 2.3. Opportunities are published in good faith based on information provided by the organisation. However, the Careers Service advertises thousands of opportunities each year, and due to the high volume of opportunities received, the Careers Service does not warrant that the above checks have been carried out, nor that the information contained in a posted opportunity is accurate or correct. The fact that an opportunity is posted on mycareer should not be considered a vetting, approval or endorsement by the University of any organization or opportunity.
- 2.4. If you feel that an opportunity posted on mycareer does not comply with the above requirements or otherwise have concerns over the content of an opportunity posting or the conduct of an organisation using mycareer, please let us know by contacting us at employer-services@bristol.ac.uk.

## 3. Communications with organisations

3.1. The University is not responsible for the statements or actions of third party organisations which may use the mycareer platform. In particular, all work and employment related matters are between the applicant and the organisation, and (with the exception of student involvement in work experience placements arranged by the Careers Service as part of the Skills Accelerator programme or any similar or replacement programme) the Careers Service will not be involved in any recruitment processes, right to work checks, contracts of employment or similar.

3.2. It is your responsibility to check that any advert you respond to on any platform (including mycareer) is genuine. Any issues pertaining to your application or employment by a hiring organisation are the sole responsibility of that organisation and not of the Careers Service.

## 4. Target emails

4.1. From time to time, the Careers Service may send targeted information regarding careers opportunities received from hiring organisations to students via email. Although some basic checks will be carried out on opportunities which are posted, the Careers Service cannot accept any responsibility for checking the accuracy or compliance of any opportunity.

#### 5. Privacy

5.1. Where the University processes personal data as part of the services offered by the Careers Service to students and graduates, it will do so in accordance with Annex A (Privacy Statement).

### 6. Confidentiality

- 6.1. The Careers Service works in accordance with the <u>Association of Graduate Careers Advisory Services</u>
  (AGCAS) code of practice, the University's <u>Education and Student Success Division Confidentiality</u>
  Statement.
- 6.2. All Careers Service interactions with students and graduates are confidential, and the Careers Service will not pass on confidential information about a student or graduate without their prior permission, except in the following circumstances:
  - Within the Careers Service, on a need-to-know basis (which may be concerned with the needs of the individual or with the need to maintain and develop an effective service, including the development of staff); and
  - b) The right, in exceptional circumstances, to pass on personal information, where there is a legal or 'duty of care' imperative. This will happen only in very exceptional circumstances and will normally take place only following consultation with a member of the Careers Service's management team and the University's legal team, where necessary. Even in these circumstances, we would normally seek to confirm (where possible) this in advance to the individual concerned.
- 6.3. Any confidential information will be retained for three years after graduation, at which point a student's eligibility to use the Careers Service ceases, and the confidential information will be deleted from the University's systems.

#### 7. Events operated by the Careers Service

- 7.1. From time to time the Careers Service may invite you to join an event (which may be online or in person, on or off campus).
- 7.2. We value the engagement of each attendee at our events and work to ensure all participants have enjoyable and fulfilling experiences. Accordingly, all attendees are expected to show respect and courtesy to other attendees throughout all in-person and online Careers Service events.
- 7.3. Events should be an equal opportunities experience for everyone, and harassment and discrimination will not be tolerated including, without limitation, the following conduct:
  - a) Verbal comments that reinforce social structures of domination related to gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, age, religion, or technology choices;
  - b) Sexual language and images in public spaces;
  - c) Deliberate intimidation, stalking, or following;

- d) Harassing photography or recording without consent;
- e) Disruption of events;
- f) Unwelcome sexual attention; or
- g) Advocating for, or encouraging, any of the above behaviour.
- 7.4. If a participant engages in harassing or discriminatory behaviour, the event organisers may take any action they deem appropriate including, without limitation, warning the offender and / or expulsion from the event.
- 7.5. If someone makes you feel unsafe or unwelcome, please talk to a member of staff at the event or, if this is not possible, contact the Careers Service by email at careers-service@bristol.ac.uk.
- 7.6. All our staff are informed of the above code of conduct, and whenever you report harassment or misconduct to a member of staff this will be treated in confidence (subject to the exemptions detailed in paragraph 6.2 above).

#### 8. Third party suppliers

- 8.1. The Careers Service works with a range of suppliers in order to facilitate the organisation of events and to be able to communicate events and opportunities to you, including third party platform providers which:
  - h) operate the mycareer platform;
  - i) operate a global career companion for international students;
  - j) provide a platform designed to assist students through recruitment processes;
  - k) provide hiring event solutions;
  - I) we use to send out newsletters and other communications from the Careers Service;
  - m) deliver practice interviews online to enhance interview technique; and
  - n) provide instant Al-generated feedback, and recommendations on tailoring CVs.
- 8.2. Please consult Annex A of these terms and conditions (Privacy Statement) for details of when, how and why each of these suppliers may process your personal data when you engage with services offered by the Careers Service.

#### 9. Alumni and guest speakers

- 9.1. Any alumni and guest speakers at Careers Service events are either volunteers or representatives of an organisation with which we have a professional connection (e.g. they are seeking to recruit University graduates into roles, or they have sector-specific information or advice to offer our students).
- 9.2. All views and opinions that guest speakers share at our events are personal to that speaker, and do not necessarily reflect the views or opinions of any associated organisations or the University.

#### 10. General

- 10.1. Nothing in these terms and conditions should be taken as advice on legal compliance.
- 10.2. To the greatest extent permissible by law (and unless otherwise provided for in any existing agreement between the University and a student):
  - a) all warranties and conditions whether express or implied by statute, common law or otherwise are excluded, (and for the avoidance of doubt no warranty is given in relation to any organisation with which a student or graduate may engage as a result of a posting, nor that the opportunity

- posting service will be free from defects, errors and bugs, nor that use of it will result in any particular outcome); and
- b) the University accepts no liability for any loss arising, directly or indirectly, from a student's use of any of the platforms or services made available by the Careers Service, or from the unavailability or defective operation of such platforms or services.
- 10.3. Nothing in these terms and conditions limits the University's liability in respect of the following:
  - a) death or personal injury caused by negligence;
  - b) fraud or fraudulent misrepresentation; or
  - c) any other losses which cannot be excluded or limited by applicable law.
- 10.4. Severance: If any court or competent authority finds that any provision or part-provision of these terms and conditions invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions shall not be affected.
- 10.5. Entire Agreement: without affecting any existing agreement between the University and a student, these terms and conditions constitute the entire agreement between the student and the University in relation to the student's (or any graduate's) use of the services offered by the Careers Service, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.
- 10.6. Governing law and jurisdiction: these terms and conditions and any dispute or claim arising out of in connection with them or their subject matter or the formation of a contract (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of in connection with these terms and conditions or their subject matter or the formation of a contract (including non-contractual disputes or claims).

#### Annex A

#### **Privacy Statement**

#### Introduction

- 10.7. Please read this privacy statement carefully as it contains important information on how and why we collect, store, use and share certain personal data when students and graduates engage with the Careers Service, including via third party applications or platforms.
- 10.8. Unless the University processes your personal data on behalf of another organisation for purposes that have been determined by that organisation, the University is a 'controller' in relation to your personal data and is registered as such with the Information Commissioner's Office (ICO) (with registration number <a href="Mailto:Z6650067">Z6650067</a>). The University is acting as a data controller when it collects and processes information in relation to students in order to:
  - a) provide opportunity postings that connect organisations with students and recent graduates to enhance their employability skills and prospects, in accordance with its contractual obligations under the terms and conditions for mycareer;
  - b) send newsletters and other marketing materials;
  - c) provide access to certain online tools and services made available by the Careers Service; and
  - d) enable students to book and attend events and interviews organised by the Careers Service.
- 10.9. This privacy statement relates to the contact details and other information obtained from students, which is held and used by the Careers Service in order to meet the above aims.

### 11. Personal data we collect about you

- 11.1. Depending on the specific services in respect of which you engage with the Careers Service, we may collect and process the following types of personal data:
  - (a) Username (for SSO (Azure AD) login);
  - (b) Swipe card ID;
  - (c) Name;
  - (d) Email (which may be a university email address or a personal one);
  - (e) Telephone number;
  - (f) Student type (i.e. UG, PGT, PGR, derived from course code, code and name);
  - (g) Course (code and name);
  - (h) Course start date:
  - (i) Course end date;
  - (j) Year of study (code and name);
  - (k) Course length (code and name);
  - (I) Department (code and name):
  - (m) Faculty (code and name);
  - (n) Mode of study (code and name);
  - (o) Fully registered student (derived from student status);
  - (p) Year out student (derived from mode of attendance);
  - (q) Ethnicity (code and name);
  - (r) Nationality (code and name);
  - (s) Disability (yes/no);
  - (t) Country of domicile (code and name):
  - (u) Country of domicile group (i.e. UK, EU, overseas, code and name);
  - (v) professional online presence, e.g. LinkedIn profile;
  - (w) Gender;
  - (x) Date of birth:

- (y) Widening participation status (students from particular backgrounds that are traditionally underrepresented at universities and colleges);
- (z) Bursary recipient status (yes/no)
- (aa) POLAR (Participation of Local Areas classification) status: includes students from an area which is classified has having a low proportion of young people who participate in higher education;
- (bb) Aspiring school status (a school with low average attainment and progression to higher education statistics).
- 11.2. We collect and use this personal data for the purposes described in the section 'How and why we use your personal data' below. If you do not provide personal data we require for these purposes, it may delay or prevent us from providing services to you.

#### 12. How your personal data is collected

- 12.1. For both students and graduates interacting with the mycareer platform, the Careers Service collects your personal data from the University Student Information System, gained from you at course registration (annually or, if a graduate, from the last time you registered with the university). This enables you to engage with the platforms offered by the Careers Service generally, and enables the Careers Service to contact you about opportunities and events that are organised for students and / or recent graduates.
- 12.2. In addition upon registering with mycareer you will also be asked if you wish to receive alerts from Target Connect for job vacancy opportunities relevant to your interests. If you agree we will collect and use certain additional personal data directly from you for this purpose.
- 12.3. In order for you to use some of the services offered, you may also be required to provide your personal data directly to third party organisations directly (see section 15 below for further details).
- 12.4. We undertake anonymous tracking of user journeys across our services, using Google Analytics.

#### 13. How and why we use your personal data

- 13.1. Under data protection law, we can only use your personal data if we have a proper reason, e.g.:
  - a) where you have given consent;
  - b) to comply with our legal and regulatory obligations:
  - c) for the performance of a contract with you or to take steps at your request before entering into a contract; or
  - d) for our legitimate interests or those of a third party.
- 13.2. A legitimate interest is when we have a business or commercial reason to use your personal data, so long as this is not overridden by your own rights and interests. We will carry out an assessment when relying on legitimate interests.
- 13.3. Details of how the University collects, uses and shares personal data generally, and your rights in relation to the processing of your personal data are set out in the University's <u>Student fair processing notice</u> available at <u>Student fair processing notice</u> | <u>University Secretary's Office</u> | <u>University of Bristol</u>. All personal data collected by the Careers Service will be handled in accordance with the requirements of applicable data protection legislation.
- 13.4. The table below explains what we use your personal data for and why, in the context of your interactions with the Careers Service specifically.

What we use your personal data for	Our reasons
Scheduling appointments.	To ensure we contact you as appropriate regarding arrangement and any changes to your appointment
Making telephone calls to offer tailored information or support.	To contact you to see if you need any support from the Careers Service
Recording notes of advice and guidance given, and discussions at appointments	To ensure we have a record of previous discussions when you contact us again
Sending you details of careers events, letting hiring organisations know the names of individuals attending events	To ensure you are well informed of events, workshops and presentations, and to enable hiring organisations to interact with you at such events
Presenting tailored information via mycareer.	To ensure the information we send is based on relevant information e.g. the course you are studying
Providing event signup attendee data to employers delivering presentations and workshops.	So hiring organisations know who is attending – name only will be provided to them
Providing your details to third party organisations in order to arrange potential work experience for students with those organisations (including without limitation, the "Skills Accelerator" programme)	To perform a contract with you or to take steps at your request before entering into a contract
Providing certain personal data in the form of student 'HESA Information' on graduation, where required for the conducting the statutory Graduate Outcomes survey.	Processing of your HESA Information is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in Jisc (the party carrying out the Graduate Outcomes survey).
Sending you newsletters (with tailored information)	To keep you updated with relevant news, events, activities
Conducting statistical analysis.	To ensure we better meet your needs
The Careers Service may also provide your contact details to other departments within the University (e.g., to provide mentoring opportunities, to seek support for alumni panel events, to find speakers at presentations).	To help the recipient departments to deliver information or services for current or prospective students
To enforce legal rights or defend or undertake legal proceedings	Depending on the circumstances:  —to comply with our legal and regulatory obligations;  —in other cases, for our legitimate interests, i.e. to protect our business, interests and rights

## 14. How and why we use your personal data—Special category personal data

14.1. The Careers Service may collect and process certain special category personal data (provided by the student at registration), in order to tailor services to students with particular characteristics. This data

includes details of ethnicity, nationality, and any disabilities. For example the university develops a 5 year Office for Students Access Participation Plan which enables services, such as the Careers Service, to deliver bespoke and targeted support for those identified as having a gap in successful progression, as compared with all university students.

14.2. Specifically, the University collects and processes this special category personal data in accordance with Article 9.2(g) of the UK GDPR, there being a substantial public interest in ensuring an optimum service taking accessibility and equalities considerations into account (for example being able to market opportunities appropriately and demonstrate activities to funding bodies).

## 15. Who we share your personal data with

- 15.1. We routinely share personal data with third party service providers who enable the Careers Service to offer you the best possible service.
- 15.2. More details about who we share your personal data with and why are set out in the table below (more details of each type of recipient can be requested by contacting <a href="mailto:data-protection@bristol.ac.uk">data-protection@bristol.ac.uk</a>:

Recipient	Processing operation (use) by recipient	Relevant categories of personal data transferred to recipient	Account management updating your data and communication preferences
Careers Service platform provider	Personal data is transferred to our platform providers from the University's Student Data Model throughout the duration of studies and until the switch to an alumni account, enabling such provides to support our marketing and communications activity, and to send automated booking and reminder emails to students (and enabling us to send you information tailored to you).  Student accounts are deactivated accounts 3 years after a graduate's education end date.	This includes basic personal details (e.g., email addresses and telephone numbers), a limited amount of sensitive personal data (e.g., ethnicity and disability) and some academic details (e.g. course and year of study).  All of those data types shown in section 2.1 above are collected via the University Student Information System.	Once you complete your registration for study at the University, a platform account is automatically created for you, based on personal and contact details held in the central Student Data Model. Your account details are updated overnight, every night, to ensure that changes made to relevant central University records also show in the platform.  Students studying at the University access the platform through the University's single sign on system. On your single sign on access end date, your student account is automatically switched to an alumni account. An automated notification is sent from the platform to update you of this change and direct you to the alternative secure sign in facility so that you can continue to access your account.  Alumni access will last for approximately (and no less than) three years after your course end date, at which point a request will be made by the University to the platform for the accounts to be deactivated and deleted. Once

Recipient	Processing operation (use) by recipient	Relevant categories of personal data transferred to recipient	Account management updating your data and communication preferences
			your account is an alumni type, you can also exercise your 'right to be forgotten' which strips your account of all personal details and retains only a skeleton record for reporting. This can be requested through the Careers Service.  You can update your details in the platform through the University's StudentInfo system while you are studying, or directly in your dashboard once you switch to an alumni account. You can set and change your communication preferences through your dashboard.
CV and application review platform	These platforms process student personal data in order to provide feedback on student CVs and application documents enabling them to enhance their applications and have a better chance of selection. Personal data is stored within the platform for 36 months.	Student's name and email address; academic information (optional); join date and login dates of students, CV feedback and cover letter feedback reports (note the original documents are not retained).	Students and alumni access the platform through the Careers Service platform, for the same timeframe as set out above.  When you access this platform for the first time, a unique user account is automatically created for you on the provider's website. At any time, you can choose to terminate your account by notifying the provider, and you can update and review your data anytime by logging in.

Recipient	Processing operation (use) by recipient	Relevant categories of personal data transferred to recipient	Account management updating your data and communication preferences
Interview coaching platform	These platforms are used to provide students with access to coaching resources including the ability to undertake mock interviews and upload video of mock interviews.  Personal data is removed 12 months from the point of entry (+30 days for backups).	<ul> <li>Name</li> <li>Email Address</li> <li>IP Address</li> <li>Phone No. (optional)</li> <li>Any personal details shared by the individual in their mock interview responses</li> </ul>	Students and alumni access this platform through the Careers Service platform, for the same timeframe as set out above. You will be asked to provide name and email address on first use. You can update your details at any point in time by contacting the Careers Service Systems Administrator.
Jobs board and recruitmen t advice platform	We use an external provider to provide a jobs board and advice site for international students seeking employment in the UK after graduation. In addition to sponsorable roles, the platforms give students access to visa information from solicitors and a blog giving information and advice which addresses their specific needs and challenges.  The platform provides automated options for a user to deactivate their account four years after registering if there has been 12 months of inactivity, or for a user to close their account when they no longer need it.	Names, personal email address, university email address, university name, contact number, level of study, course name, nationality, visa expiry date, job and internship history, CV profile.	Students log in to the platform using single sign on. On first sign on, a personal email address will be requested. This is to enable you to continue to access your account after you leave the University.  If you log in for the first time as an alumnus, you will need to create a new account, using your former University email address for verification.  You can update all your details from the point at which you create your account. The Careers Service does not send communications to you through this platform.
Live chat provider	We use a third party platform which provides a landing page for a 1-2-1 live chat function for students to chat online during opening hours, alongside a signposting FAQ chatbot which can be configured for out of hours,	Compulsory details (email address) are provided by students to access the system; information provided in the chat is voluntary and at student discretion.	All users of live chat are asked for an email address on first use of the system (and again each time that cookies are cleared from the cache in their internet browser). This record will be used each time that you enter the system to provide continuous service through persistent chat.

Recipient	Processing operation (use) by recipient	Relevant categories of personal data transferred to recipient	Account management updating your data and communication preferences
	both using a feedback bot. This is accessed via the Careers website and my career using university single sign on.		You can use an alternative email address to access the chat at any point. The Careers Service does not send communications to you through this platform.
	The standard data retention period is 18 months, at which point all personal data is anonymised. At any time, students can request that your account be deleted and exercise your 'right to be forgotten'. This can be requested through the Careers Service.		
Event informatio n software provider	We use a third party to provide software designed to provide event information to attendees at job placement events through a mobile application accessible through iOS and Android devices.	Students can choose whether to provide personal information including name, email address, phone number, profile picture etc.	This application is available as an iOS/Android app or a web version, can be used without creating an account. Students and alumni may choose to create an account, which can be deleted by the individual at any time through the website or app.
	The Careers Service will periodically review inactive student profiles and remove personal data that is no longer necessary for the provision of services. Students may also choose to delete their profile at any time through the website or mobile applications.		
Mailing platform provider	We use a third party mailing list provider for the purposes of sending you Careers Service newsletters.  Student data is refreshed in the platform each term by the University, removing students who have left and retaining for those still	Email address, first name, last name, student number, current year of study, current level of study, current widening participation flag.	At any time, you can opt out of newsletters using the unsubscribe link at the end of each email you receive. Contact and personal information in this platform is refreshed every three months by the Careers Service, and the whole audience is deleted once per year over the summer. At any time, you can

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	studying for the duration of their studies		request that your details are removed from through the Careers Service.
Third party organisations who may offer work experience placements arranged via the Careers Service.	The University will enter into a contract with each potential host for work experience, which will govern the sharing of student personal data where students sign up and agree to the terms of the applicable work experience programme. In this context, the University and such third party organisations will each be acting as independent controllers of student personal data.	This includes basic personal details (e.g., name, email addresses and telephone numbers), a limited amount of sensitive personal data (e.g., medical conditions, reasonable adjustments) and some academic details (e.g., course and year of study).	This varies depending on the type of placement, but details will be communicated to you as and when you engage with a placement.
Jisc, a not- for-profit company limited by guarantee, registered in England (company number: 05747339; charity	Your contact details will be supplied to the Higher Education Statistics Agency (HESA) for the purpose of conducting the statutory Graduate Outcomes survey, as set out in more detail in the Student Processing Notice.	Please refer to the Student Processing Notice.	Please refer to the Student Processing Notice.
number: 1149740)	More information about the Graduate Outcomes survey is available from the Higher Education Statistics  Agency (HESA).  https://www.hesa.ac.uk/ab out/regulation/data- protection/notices#Student		
	Student contact data will be made available to Jisc's contractors who administer the Graduate outcomes survey 15 months after graduation and they will delete this data when the survey is closed		

Recipient	Processing operation (use) by recipient	Relevant categories of personal data transferred to recipient	Account management updating your data and communication preferences

- 15.3. We only allow those organisations to handle your personal data if we are satisfied they take appropriate measures to protect your personal data.
- 15.4. We or the third parties mentioned above occasionally also share personal data with:
  - a) our and their external auditors, e.g. in relation to the audit of our or their accounts, in which case the recipient of the information will be bound by confidentiality obligations;
  - b) our and their professional advisors (such as lawyers and other advisors), in which case the recipient of the information will be bound by confidentiality obligations; and / or
  - c) law enforcement agencies, courts, tribunals and regulatory bodies to comply with our legal and regulatory obligations.
- 15.5. The recipient of any of your personal data will be bound by confidentiality obligations.

#### 16. Where your personal data is held

- 16.1. All platforms are provided as cloud-based software as a service (SaaS) by third party suppliers, with data generally being hosted in the UK and / or EEA, with the exception of our mailing platform provider, which may store data in other locations internationally.
- 16.2. Where personal data is transferred outside the UK or EEA, the University ensures appropriate safeguards are in place, including reliance on adequacy decisions or the use of standard contractual clauses (SCCs) to protect the data.

#### 17. Who has access to your personal data within the University?

- 17.1. Access to personal data stored by the Careers Service directly, and in third party platforms, is limited to University staff who require such access in relation to their role.
- 17.2. Personal data will not be disclosed to third parties (including parents/relatives) without your consent unless there is a legal or 'duty of care' imperative (as set out in the 'Confidentiality' section in paragraph 6 of these terms).
- 17.3. Some software support staff may occasionally have access to your data to provide support and testing services, such as to resolve technical faults or create bespoke reports.

#### 18. Accessing your personal data

18.1. Data protection legislation provides you with the right to access the information that we hold about you, along with various other rights. Instructions on how to access personal data held by the University are available online. For more information on each of those rights, including the circumstances in which they apply, please contact the University's Information Governance team (see 'Contact' below) or for more information see the Guidance from the UK Information Commissioner's Office (ICO) available at A guide to individual rights | ICO.

#### 19. Contact

19.1. If you have any queries relating to these terms and conditions, or wish to exercise any of your rights under data protection legislation, please contact <a href="mailto:data-protection@bristol.ac.uk">data-protection@bristol.ac.uk</a>.