

Campus Jobs – Terms and Conditions

1. PARTIES

This Agreement is between the University of Reading, an independent corporation with charitable status, established by Royal Charter with number RC000665 and whose registered office is at Whiteknights, PO BOX 217, Reading, RG6 6HA ('the **University**') and you.

2. EFFECTIVE DATE AND TERM

This Agreement shall become effective once the University has received a signed version of this Agreement from you and shall continue until 31 July 2018.

3. DEFINITIONS

The following definitions apply in this Agreement:

- 1) **Agreement** means these terms which apply to your Assignments at the University.
- 2) **Assignment** means the specific tasks that you agree from time to time to carry out at the University as set out in your Assignment Offer Email.
- 3) **Assignment Offer Email** means the email that you will receive on each occasion that you are selected for and accept an Assignment. The letter will set out the details of each Assignment, including the nature of the work, the location, the hours of work, the hours of pay and further information that you will need in order to carry out the Assignment.
- 4) **Campus Jobs** means the University's department which manages the allocation of Assignments.
- 5) **Confidential Information** has the meaning set out in Clause 17 of this Agreement.
- 6) **Intellectual Property** means patents, rights to inventions, copyright and related rights, performers' property rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

4. STATUS OF THIS AGREEMENT

This contract governs your engagement from time to time by the University as a casual worker. This is **not** an employment contract and does not confer any employment rights on you (other than those to which workers are entitled). In particular, it does not create any obligation on the University to provide work to you. By entering into this contract you confirm your understanding that the University makes no promise or guarantee of a minimum level of work to you and you will work on a flexible "as required" basis. It is the intention of both you and the University that there be no mutuality of obligation between the parties at any time when you are not performing an Assignment.

5. UNIVERSITY'S DISCRETION AS TO WORK OFFERED

It is entirely at the University's discretion whether to offer you work and it is under no obligation to provide work to you at any time.

The University reserves the right to give or not give work to any person at any time and is under no obligation to give any reasons for such decisions.

6. NO PRESUMPTION OF CONTINUITY

Each offer of work by the University which you accept shall be treated as an entirely separate and severable engagement (an Assignment). The terms of this contract shall apply to each Assignment but there shall be no relationship between the parties after the end of one Assignment and before the start of any subsequent Assignment even where there is no gap between each Assignment.

The fact that the University has offered you work, or offers you work more than once, shall not confer any legal rights on you and, in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

7. ARRANGEMENTS FOR WORK

If the University wants to offer you any work it will contact you via email about any suitable vacancies and you may be invited to a selection event. You are under no obligation to accept any work offered by the University at any time. If you accept an Assignment, you must inform the University immediately if you will be unable to complete it for any reason.

If you accept work from the University, the details of it will be set out in an Assignment Offer Email.

The University reserves the right to terminate an Assignment at any time for operational reasons. You will be paid for all work done during the Assignment up to the time it is terminated.

It is your responsibility to inform the University of any changes to your personal information provided to it via the Campus Jobs portal.

8. WORK

The University may offer you work from time to time in accordance with the preferences you have indicated on Campus Jobs. The precise description and nature of your work may be varied with each Assignment and you may be required to carry out other duties as necessary to meet business needs. You will be informed of the requirements at the start of each Assignment in your Assignment Offer Email.

Before offering you an Assignment the University will require certain documents from you in order to satisfy itself that you are legally entitled to work in the UK.

You confirm that you are legally entitled to work in the UK without any additional immigration approvals and agree to notify the University immediately if you cease to be so entitled at any time.

9. PLACE OF WORK

The University may offer you work at various locations. You will be informed of the relevant place of work for each Assignment in your Assignment Offer Email.

10. HOURS OF WORK

Your hours of work will vary depending on the operational requirements of the University and your Assignment. You will be informed of the required hours for each Assignment in your Assignment Offer Email.

You will be entitled to an unpaid lunch break of 30 minutes where your Assignment requires you to work more than six hours in any one day.

Some visas restrict the number of hours that an individual can work per week. The University must ensure that it does not offer more hours of work to these individuals than is permitted on their visa. Equally the University must ensure that it does not offer anyone work which would result in them working for more than 48 hours per week. You must keep the University informed of the hours that you work for any third parties so that it can comply with these obligations. It is your responsibility to ensure that you do not exceed the permitted hours of work.

11. PAY

You will only be paid for the hours that you work in line with the Temporary Worker Framework contained in **Schedule 1**. You will be paid monthly in arrears on or about the last working day of each month directly into your bank account for the hours confirmed on any approved timesheets received by the deadlines required.

12. PENSIONS

You are eligible for membership of the University of Reading Pension Scheme (URPS). Membership is automatic if you meet the auto-enrolment criteria (see attached URPS document for further information).

The University will comply with its relevant pension duties in relation to Part I of the Pensions Act 2008.

13. HOLIDAYS

Your holiday entitlement will depend on the number of hours that you actually work and be pro-rated on the basis of a full-time entitlement of 28 days' holiday during each full holiday year (including the usual eight public holidays in England and Wales).

The University will pay you in lieu of any accrued holiday monthly in arrears. You will be paid 12.07% of the total number of hours worked for each Assignment each month in lieu of accrued holiday.

14. SICKNESS

- 14.1 If you have accepted an offer of work but are subsequently unable to work the hours agreed, you must notify the University of the reason for your absence as set out in your Assignment Offer Email.
- 14.2 If you satisfy the qualifying conditions laid down by law, you will be entitled to receive statutory sick pay (SSP) at the prevailing rate in respect of any period of sickness or injury during an Assignment, but you will not be entitled to any other payments from the University during such period. For SSP purposes your qualifying days will be Sunday to Saturday. The University will inform you if you are entitled to SSP at the relevant time.

15. DATA PROTECTION

You confirm you have read and understood the University's Data Protection Policy, the Regulations for the Use of University IT and Systems and the Information Security Policy, copies of which are available on the University's website. You shall comply with these policies and any other relevant information Compliance Policies available on the University's website when handling University information and personal data in the course of any Assignment, particularly personal data relating to any employee, student, client, supplier or agent of the University.

You consent to the University obtaining, processing and maintaining data relating to you for any purpose set out in the University's registration with the Information Commissioner's Office, including, but not limited to, legal, personnel, administrative and management purposes, and in particular to the processing of any sensitive personal data (as defined in the Data Protection Act 1998) relating to you. The University will maintain such data in a secure manner.

The University may make such information available to third parties such as advisers and payroll administrators, regulatory authorities, and as may be required by law.

You consent to the transfer of such information to third parties outside the European Economic Area for legitimate business purposes.

You consent to the University conducting searches on your user accounts in relation to requests for information made under the information compliance regimes or where required for any lawful or compliance purpose.

16. COMPANY RULES AND PROCEDURES

During each Assignment you are required at all times to comply with the following University rules, policies and procedures in force from time to time, which can be found on the University website:

- Data Protection Policy
- Equal Opportunities Policy
- Freedom of Information and Environmental Information Regulations Policy
- Intellectual Property Code of Practice
- Prevent Policy Statement
- Regulations for the Use of the University of Reading's IT Facilities and Systems
- University Health and Safety Policy
- Information Security Policy

- Anti-Bribery and Corruption Policy

16.1 Any Intellectual Property created by you during an Assignment will be owned by the University. You agree to assign to the University, with full title guarantee and free from all third party rights, all Intellectual Property Rights created as part of an Assignment.

17. CONFIDENTIAL INFORMATION

You shall not use or disclose to any person, either during or at any time after your engagement by the University, any confidential information about the business or affairs of the University or any of its business contacts, or about any other matters which may come to your knowledge as a result of carrying out Assignments. For the purposes of this clause, **confidential information** means any information or matter which is not in the public domain and which relates to the affairs of the University or any of its business contacts.

The restriction in this clause does not apply to:

- (a) prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
- (b) use or disclosure that has been authorised by the University or is required by law or in the course of your duties; or
- (c) any information which is already in, or comes into the public domain other than through your unauthorised disclosure.

18. COMPANY PROPERTY

All documents, manuals, hardware and software provided for your use by the University, and any data or documents (including copies) produced, maintained or stored on the University's computer systems or other electronic equipment (including mobile phones), remain the property of the University.

Any University property in your possession and any original or copy documents obtained by you in the course of your work for the University shall be returned to the University at any time on request and in any event at the end of each Assignment .

19. CHANGES TO TERMS AND CONDITIONS AND TERMINATION

If you wish your name to be removed from the Campus Jobs database as you no longer wish to be considered for Assignments with the University you should inform the Campus Jobs team, in writing, as soon as possible.

The University may reduce its requirement for casual workers from time to time and/or may update the terms on which it offers such work. In the event of any such changes the University may terminate this contract with immediate effect by giving notice in writing to you. In the event of any changes to the terms on which it is prepared to engage casual workers, you may, at the University's absolute discretion, be offered a new contract for casual work.

The University may terminate this contract immediately by giving notice in writing to you if it reasonably considers that you have committed any serious breach of its terms or committed any act of gross misconduct. Non-exhaustive examples of gross misconduct include dishonesty, theft, fighting, misuse of drugs or alcohol, breaches of University Policies and Procedures or any other acts or omissions which might bring the University into disrepute.

For the avoidance of doubt, on the termination of this contract (howsoever caused) you will not be entitled to any further payments from the University other than any outstanding pay for work already carried out and holidays accrued.

20. TOTALITY OF TERMS

This contract is intended to fully reflect the intentions and expectations of both parties as to our future dealings and in the event of any dispute regarding your engagement as a casual worker by the University it shall be regarded as a true, accurate and exhaustive record of the terms on which we have agreed to enter into a casual work relationship. Any variation to this contract will only be valid where it is recorded in writing and signed by both. You confirm that you have read and understood the contents of this document.

21. GOVERNING LAW

This contract will be governed by the law of England and Wales.

Signed

Print Name here:.....

Student Number:.....

Email address:

Dated

Schedule 1 – Temporary Worker Framework