

## Standard Terms and Conditions for Temporary Work

### Between:

(1) **The Chancellor Master and Scholars of the University of Cambridge of the Old Schools, Trinity Lane, Cambridge, CB2 1TN (“the University”), and**

(2) **The person undertaking a Temporary Workers Assignment in the University (“You”)**

These Standard Terms and Conditions for Temporary Work together with the Temporary Worker Assignment email form a statement of the terms of your engagement as a worker as required by section 1 of the Employment Rights Act 1996.

### 1. Basis of Engagement

- a. These terms and conditions apply to occasions where You are engaged by the University to provide work on a casual basis. The University may from time to time offer You the opportunity to work on an ad hoc basis for a short-term period (an **“Assignment”**).
- b. You acknowledge that there will be periods when no work is available and that the University has no obligation to offer You any work or to provide a minimum number of hours of work in any day, week or month.
- c. Pursuant to this relationship there is no mutuality of obligation. You are under no obligation to accept any Assignment that the University offers You and the University is not obliged to offer or provide any future work to You and is under no obligation to give any reasons for such decisions. However, if You accept an Assignment, the University will expect You to complete the Assignment. You must inform the University immediately if You will be unable to complete it for any reason. If the University needs to cancel the Assignment, it will notify You as soon as reasonably practicable.
- d. You agree with the University that without prejudice to 1(l) your status is that of a temporary worker and that nothing in these terms and conditions or in the terms of any Assignment shall constitute an employment relationship between You and the University.
- e. You agree that the terms set out in these terms and conditions will apply to any Assignment You accept but You agree that this does not constitute a “global” or “umbrella” contract between You and the University. Each offer of work by the University which You accept shall be treated as an entirely separate and severable engagement. These terms and conditions 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.
- f. The fact that the University has offered You work, or offers You work more than once, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.
- g. You warrant that You understand that as a temporary worker there are certain legal rights conferred on employees in respect of which You will not be entitled to bring any claims including but not limited to unfair dismissal.
- h. If You are unable to provide Your services at the agreed times, You must notify the person to whom You are asked to report of the reason for Your absence as soon as possible but no later than 15 minutes prior to Your agreed starting time on the first day of absence. If You are absent due to ill health and You qualify for statutory sick pay (‘SSP’) and have complied with the workers sickness absence policy, You will be entitled to receive SSP at the prevailing rate in respect of any period of sickness or injury during an Assignment. You will not otherwise be eligible to receive payment in respect of this period. For SSP purposes, the qualifying days are

the days that the worker is contracted to work in the week in which they fall ill, or if no days have been contracted to work, the Wednesday of the week that they fall ill.

- i. If the University wants to offer You work it will write to You with details of the Assignment being offered.
- j. 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.
- k. Any Assignment offered will be a temporary Assignment and will automatically terminate on its expiration or in accordance with clause [13] below.
- l. Nothing in these terms and conditions shall alter or prejudice in any way the terms or status of any existing employment relationship You may have with the University separately from any Assignment.

## **2. Right to Work**

- a. You warrant that You are legally entitled to work in the United Kingdom and will notify the University immediately if You cease to be so entitled at any time during Your employment with the University.
- b. Before undertaking any Assignment You must provide the University with original documents which evidence Your right to work in the UK, or be able to undertake an online right to work check. If You are subject to immigration control, this will include evidencing Your permission to work in the UK, as conferred by UK Visas and Immigration. You will not be able to start work or start receiving pay until the University has checked and/or taken copies of any required documents, and is satisfied that You have the right to work in the UK.
- c. If You hold leave to enter or remain as a Tier 4/Student Visa, Your working hours are restricted by law. You must not work more than 20 hours per week during Your term-time, with full-time work permitted only in vacation periods. The University operates more stringent working restrictions on its own students (regardless of nationality) depending on Your course and progress of study, and any work You undertake must be with the agreement of Your academic supervisor.
- d. If it is found that You have breached Your permitted working hours, this agreement will be terminated with immediate effect. The University is also required to report any breach of working hours to UK Visas and Immigration. This may affect Your immigration status.

## **3. Conduct of Assignment**

- a. 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 operational needs. You will be informed of the requirements at the start of each Assignment.
- b. Whilst You are not obliged to accept any Assignment offered by the University, if You do, during every Assignment and afterwards, as appropriate, You will:-
  - i. co-operate with the University's staff and accept the direction, supervision and control of any responsible person in the University's organisation;
  - ii. observe any relevant rules and regulations of the University to which Your attention has been drawn or which You might reasonably be expected to ascertain;
  - iii. unless arrangements have been made to the contrary, conform to the normal hours of work currently operated at the University;
  - iv. take all reasonable steps to safeguard Your own safety and the safety of any other person who may be present or affected by Your actions on the Assignment, and comply with the Health and Safety Policy of the University, a copy of which is

available online at <https://www.admin.cam.ac.uk/cam-only/offices/safety/publications/hsd016m.hsd016m.pdf> [hsd016m \(cam.ac.uk\)](https://www.admin.cam.ac.uk/cam-only/offices/safety/publications/hsd016m.hsd016m.pdf)

- v. not engage in any conduct detrimental to the interests of the University; and
  - vi. return all relevant documents, materials and/or equipment to the University at any time upon request and in any event at the end of the Assignment.
- c. No probationary period applies to Your contract.

#### **4. Place of Work**

- a. The University may offer You work at various locations. You will be informed of the relevant place of work for each Assignment.
- b. You will not be required to work outside the UK.

#### **5. Hours of Work**

- a. Your hours of work on any Assignment may vary according to the requirements of that particular Assignment. Details of the hours of work in relation to a particular Assignment will be as agreed between You and the University. You will generally be expected to work between the hours of 08.00am and 18.00pm from Monday to Friday. Your Temporary Worker Assignment email will detail any specific hours outside of the usual University operating hours.
- b. Any additional hours (over and above those in the Temporary Worker Assignment email) must be agreed in advance of being worked with the relevant Institution.
- c. You must keep the University informed of any hours that You work for third parties so that it can comply with its obligations under the Working Time Regulations.

#### **6. Pay**

- a. You will be paid only for hours worked on the Assignment as agreed between You and the University and specified in the Assignment Booking confirmation email. Payment for any work carried out will be subject to submission of a timesheet via the Cambridge Casual Worker System by the last Monday of each calendar month and will be paid into Your bank account. Payments will be paid in arrears and paid monthly on the 15th of every month except for individuals who are also employees who will be paid on the 26th.
- b. The University will make all necessary deductions from payments as required by law and shall be entitled to deduct from Your pay or other payments due to You any money which You may owe to the University at any time.

#### **7. Expenses**

- a. Where, as a direct result of Your Assignment, You are required to incur business expenses, these should be:
  - i. agreed in advance;
  - ii. claimed via the Cambridge Casual Worker System, as part of Your timesheet submission; and
  - iii. in accordance with the University's general principles on expenses, as set out at <https://www.finance.admin.cam.ac.uk/policy-and-procedures/financial-procedures/chapter-5b-expenses-and-benefits>
- b. Please note, the Cambridge Casual Worker System does not allow the submission of an expense claim other than with the submission of a timesheet. Accordingly, all expenses relating to the Assignment must be claimed prior to the submission of the final timesheet relating to that Assignment.



## 8. Benefits

- a. You may be provided with benefits during Your Assignment, subject to any rules applicable to the relevant benefit. Details are set out on the University's website (Pay & Benefits).
- b. The University may replace or withdraw such benefits, or amend the terms of such benefits, at any time on reasonable notice to You.

## 9. Holidays

- a. You are entitled to the equivalent of 5.6 weeks' paid holiday per holiday year (including all public holidays in England and Wales).
- b. The University's holiday year runs from 1 October to 30 September.
- c. The University will pay You in lieu of any accrued but untaken holiday in respect of each Assignment at the end of that Assignment. The amount of such payment in lieu shall be one hour's pay for each accrued but untaken hour of Your holiday entitlement.
- d. If You wish to request to take any of Your holiday entitlement as paid leave from work, You should contact Your Institution or [Casual.Workers@admin.cam.ac.uk](mailto:Casual.Workers@admin.cam.ac.uk) who will review any requests. The University may require You to take (or not to take) holiday on particular dates [in particular You may be required to take Your holidays outside term time or periods of teaching].
- e. If You have taken more holiday than Your accrued entitlement at the date that Your Assignment ends, the University shall be entitled to deduct from any payment due to You the excess holiday pay calculated on the basis set out in clause [9c].

## 10. Confidentiality

- a. From time to time in the course of Your Assignment at the University, You may receive information of a confidential and/or sensitive nature relating to the operations and activities of the University or of its staff, students or visitors or intellectual property belonging to them or to third parties engaging with the University. This information may be disclosed to You orally or in writing or via restricted web access and may not always be labelled "Confidential". You agree to keep this information secret and confidential and not to disclose it to any other person (except to the extent that the information becomes publicly available through no fault of Your own) and only to use it for the purposes of carrying out Your Assignment. You also agree to take all reasonable measures to ensure the confidentiality of the information and to return any documents containing confidential or sensitive information at the end of Your Assignment or earlier at the University's request. Your undertakings regarding confidentiality and secrecy will continue indefinitely beyond the end of Your Assignment.
- b. The restriction in this clause does not apply to:
  - i. prevent You from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
  - ii. use or disclosure that has been authorised by the University or is required by law or in the course of Your duties.

## 11. Intellectual Property

- a. For the purposes of this clause and clause [10a] IP rights means all intellectual property rights in any part of the world which subsist or will subsist now or in the future, including without limitation patents, trademarks, service marks, registered designs, copyright and rights in copyright, database rights, design rights, rights in design, tradenames and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, confidential



information (including know how and trade secrets), applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extension of, such rights and all similar or equivalent rights or forms of protection;

- b. All rights, title and interest in and to IP Rights in any work done by you or delivered in the course of an Assignment, including without limitation information, reports, results, inventions, software, lectures, course notes, exercises, assessments together with any intellectual property in any form, which are created by You in the course of the Assignment (“Work”) will be governed by the University’s Intellectual Property Rights Ordinance (as published in Ordinances, Chapter XIII). You acknowledge that unless otherwise agreed in writing the Work is commissioned subject matter under such Ordinance.
- c. You shall not incorporate into any Work anything which infringes a third party’s IP Rights or moral rights or causes the University to be in breach of any such third party rights. Any such rights must be notified to your line manager and permission obtained by you from your line manager and from the third party before inclusion in the Work.

## 12. Training

- a. The University does not require You to undertake mandatory training. You are however entitled to take part in various training courses which we may provide from time to time. Specific details of what courses might be available can be found on the University’s website (HR Services, sub-section Personal and Professional Development).

## 13. Disciplinary and Grievance Procedures

If You are dissatisfied with any decision to terminate this contract or You are unhappy with another aspect of Your work or the working relationship, You should contact your Head of Institution or HR Representative. Please refer to the Worker Handbook for further details: section 17 Conduct, section 18 Complaints Procedure, and section 19 Dignity@Work (Bullying and Harassment). This can be found on the Cambridge Casual Worker System webpages for Workers.

## 14. Termination

- a. Either party may terminate an Assignment at any time, for any reason, with immediate effect and without liability by giving notice to the other that they no longer wish to continue with the terms of these terms and conditions. Payment will be made for any work undertaken and holiday accrued to the date of termination, unless You are subject to an immigration condition which restricts Your working hours and You breach those conditions. In those circumstances, no payment will be made for work undertaken in breach.

## 15. Changing Terms and Conditions

- a. The University may review its requirement for temporary workers from time to time and/or may update the terms on which it offers such work. In the event of any changes to the terms on which it is prepared to engage temporary workers, the University may terminate an Assignment with immediate effect by giving notice in writing to You and You may, at the University’s absolute discretion, be offered a new Assignment for casual work on the amended terms.
- b. If You no longer wish to be considered for casual work by the University You should inform [Casual.Workers@admin.cam.ac.uk](mailto:Casual.Workers@admin.cam.ac.uk) as soon as possible, so we can deactivate your Cambridge Casual Worker System account.



## 16. Pension

The University of Cambridge is legally required to automatically enrol its eligible jobholders into a qualifying workplace pension scheme. The University has elected to defer automatic enrolment until 12 weeks after your first pay period. This is known as the Deferral Date.

- a. On the Deferral Date, the University will automatically enrol any worker into the University & Colleges Retirement Savings Scheme (UCRSS), if they:
  - are 22 or more years old;
  - are younger than the State Pension Age;
  - are being paid at or above the earnings threshold specified in their assignment agreement on a pro-rata basis; and
  - are not already a member of a qualifying workplace pension scheme.

<https://www.pensions.admin.cam.ac.uk/home/auto-enrolment-workplace-pensions>

- b. If you meet the criteria outlined in clause [16a], You are eligible to be enrolled into the Universities and Colleges Retirement Savings Scheme (UCRSS) pension scheme. Further details of the pension scheme are available from [[POSITION] OR the intranet OR the Staff Handbook].
- c. If you do not meet the criteria outlined in clause [16a], you are not eligible to be enrolled into a Pension Scheme.

## 17. Data Protection

- a. By accepting this Contract You understand that the University will need to process Your personal data, including sensitive data, for the purposes of managing Your Assignment(s), as described at <https://www.hr.admin.cam.ac.uk/hr-staff/hr-data/how-we-handle-Your-personal-data>.
- b. You shall comply with the University's data protection policy set out at [https://www.information-compliance.admin.cam.ac.uk/files/data\\_protection\\_policy\\_final.pdf](https://www.information-compliance.admin.cam.ac.uk/files/data_protection_policy_final.pdf) when handling personal data in the course of Your engagement including personal data relating to any other worker, contractor, employee, customer, client, supplier or agent of the University. You will also comply with the University's Information Data Security Policy set out at <https://www.admin.cam.ac.uk/reporter/2001-02/weekly/5895/8.html>.
- c. The University may terminate this contract immediately by giving notice in writing to You if it reasonably considers that You have failed to comply with the data protection policy [or any of the policies listed above in paragraph [17a and 17b]].

## 18. Totality of Terms

- a. 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 parties. For the purpose of this clause 'Contract' shall mean the Temporary Worker Assignment Email together with these Standard Terms and Conditions for Temporary Work. In the event of any conflict between the terms of the Temporary Worker Assignment Email and these terms and conditions, the former shall prevail.

## 19. Collective Agreements



- a. For staff with the status of University Assistant, the University recognises Unison and Unite for collective bargaining and consultation. For all other staff, informal consultation arrangements are in place with the Cambridge University and College Union (UCU) however the University does not recognise UCU for collective bargaining purposes and no collective agreements apply to this appointment.
- b. The University recognises that this contributes to good staff relations and welcomes union membership although this is not a condition of employment. Details concerning the University's relations with trade unions and concerning membership of trades unions are given on the University's website.