

Terms of Engagement as a Casual Worker

This sets out the terms of your engagement as a casual worker at the University of Southampton. Please read this document carefully before deciding whether to accept.

For the avoidance of doubt, engagement as a casual worker does not constitute or imply any contract of employment between you and the University. There is no mutuality of obligation whatsoever between you and the University. The University is not obliged to offer you work and you are not obliged to accept any offer of work. Where the University offers you work, it does not give rise to the presumption that the University will offer you further work.

The University offers to engage you as a casual worker on the terms set out below.

1 TERMS

- 1.1 “Engagement” refers to the period during which you are available to render services to any part of the University.
- 1.2 “Assignment” refers to individual periods of work you complete for a single or multiple Hiring Manager(s). Each offer of work which you accept will be treated as entirely separate and severable. The Terms of Engagement 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.
- 1.3 “Hiring Manager” refers to the person, department, section, services, group or body of the University requiring your services.
- 1.4 The University’s address is: The University of Southampton, University Road, Southampton, SO17 1BJ.

2 CONDITIONS OF ENGAGEMENT

- 2.1 This offer of Engagement as a casual worker is subject to you providing satisfactory documentary evidence of your right to work in the UK, in line with current immigration legislation.
- 2.2 Your details will be held by UniWorkforce as a registered casual worker and you will be issued with an electronic Casual Worker Permit through eRecruit ([Recruitment at the University of Southampton \(soton.ac.uk\)](https://www.soton.ac.uk)), detailing your right to work in the UK and any restrictions that may apply. A Hiring Manager seeking to engage you for casual work may request you provide a screen shot of your Casual Worker Permit to show your work status.
- 2.3 Failure to hold a valid Casual Worker Permit may invalidate your right to payment and affect your eligibility for future work with the University of Southampton.
- 2.4 It is your responsibility to notify UniWorkforce immediately of any changes that may affect your right to work or the restrictions that apply to you.
- 2.5 It is your responsibility to notify UniWorkforce immediately of any changes to your personal details (including contact details) and changes to your original health declaration that may affect your ability to fulfil an assignment.
- 2.6 You will provide your services at such sites as the University may reasonably require.
- 2.7 You will not be an employee of the University. The services you provide to the University are on an ad hoc and casual basis. It is understood that you may regularly seek and undertake work from other sources and employers.

3 PERIOD OF ENGAGEMENT

- 3.1 You cannot start any engagement as a casual worker before a right to work has been satisfactorily undertaken, the date will be shown on your Casual Worker Permit.

- 3.2 You cannot work after the end date shown on your Casual Worker Permit. Should you wish to extend or recommence a Period of Engagement you must contact UniWorkforce.
- 3.3 You will receive an email from UniWorkforce confirming any assignments including the start and anticipated end date.

4 HOURS OF WORK

- 4.1 Each Assignment carries no fixed hours of work. Your hours of work will vary depending on the operational requirements of the University. The actual hours of work required for each Assignment will be discussed with you at the point at which any work is offered.
- 4.2 If you work more than six hours in any one day you will be entitled to an unpaid break of at least 20 minutes.
- 4.3 Whilst the University will try to give you as much notice as possible when offering work, there is no obligation on the part of the University to provide such work nor for you to accept any work so offered.

5 RATE OF PAY

- 5.1 You will be paid at either:
 - An hourly rate appropriate to the casual work Assignment you complete; or
 - A sessional or daily rate per completed Assignment.
- 5.2 Rates of pay may vary between Assignments, dependent on the type of work each Hiring Manager requires you to complete.
- 5.3 Rates of pay may be reviewed from time to time and may change as determined by the University. You will be notified of any change to rates of pay.
- 5.4 Breaks are unpaid.
- 5.5 There are no enhancements for evening, weekend or public holiday working.

6 METHOD OF PAYMENT

- 6.1 Payment is on a claimed time basis. You will only be paid for the authorised hours that you work and claim for.
- 6.2 You will be paid monthly in arrears by credit transfer on submission of an authorised claim form by the published payroll deadline.
- 6.3 You are required to submit claims in a timely manner and as close to the period in which each Assignment was worked as is reasonably possible. In any event you must submit a claim within three calendar months of the date of work.
- 6.4 You must maintain a bank account into which payment will be made and provide details of this account to Payroll. It is your responsibility to notify Payroll of any changes to your bank account details by the published payroll deadline.
- 6.5 Payments will be subject to the deduction of tax, national insurance and any other agreed or lawfully required deductions, including the deduction of pension contributions where appropriate. The University reserves the right to deduct any sums that are owed by you, including any overpayments.

7 STATUTORY HOLIDAYS

- 7.1 You are entitled to the equivalent of 5.6 weeks' (28 days) leave per year (pro rata depending on hours worked) including all public holidays.
- 7.2 Holiday entitlement will therefore accrue at the rate of 12.07% of the total hours you work.
- 7.3 As the short-term nature of your casual Assignment(s) prevents the taking of paid holidays during the

Assignment, a supplementary payment in lieu will be made to you to recompense your statutory paid leave entitlement by the end of each Assignment.

8 SICKNESS ABSENCE

- 8.1 In the case of absence due to sickness, you should contact the Hiring Manager immediately so that they can make alternative arrangements.
- 8.2 There is no entitlement to contractual sick pay. However, you may be entitled to statutory sick pay if you meet the qualifying conditions. UniWorkforce will provide details on request.

9 FAMILY FRIENDLY ABSENCE

- 9.1 There is no entitlement to contractual family friendly payments. However, you may be entitled to statutory maternity, paternity and shared parental pay if you meet the qualifying conditions. UniWorkforce will provide details on request.

10 PENSION

- 10.1 The University is legally required to automatically enrol workers into a workplace pension scheme and to make contributions to the scheme, if the worker fulfils certain criteria. The University must also re-enrol any workers who have opted out of pension membership back into a pension scheme every three years.
- 10.2 If you meet the qualifying criteria for automatic enrolment into a workplace pension scheme you will be automatically enrolled into the National Employers Savings Trust (NEST). If you are not eligible to be automatically enrolled into NEST you may still have the right to opt into the scheme. Information about NEST is available <https://www.southampton.ac.uk/finance/services/national-employment-savings-trust-nest.page> or email Pensions@soton.ac.uk.

11 COLLECTIVE AGREEMENTS

- 11.1 Your Engagement as a casual worker is not subject to any collective agreements. The terms and conditions relating to this arrangement are as determined solely by the University.

12 CONFIDENTIALITY

- 12.1 You may not either during or at any time after the end of your Engagement with the University disclose to anyone, other than in the proper course of your work, any information of a confidential nature relating to the University, its funders, collaborators or its suppliers and shall further not use any such information in a manner which may either directly or indirectly cause loss to the University.

13 UNIVERSITY PROPERTY/ASSETS

- 13.1 If you are provided with any University property it is a condition of issue that this is returned at the end of each Assignment. Failure to do so may result in the University pursuing recovery of (or damages equivalent to the value of) any non-returned items (or any costs associated with their non-return) or to make an appropriate deduction from your pay to reflect the value of any items retained by you.

14 INTELLECTUAL PROPERTY (IP)

- 14.1 The University shall own any Intellectual Property created or generated by you in the course of and for the purpose of any Assignment you undertake. You should disclose to the Hiring Manager(s) any Intellectual Property you have generated so the University can determine whether and how to use and protect the same. You hereby waive any and all your moral rights in the Intellectual Property created under an Assignment with the University. You further agree, on request by the University, to execute all documents and do all acts as may be

necessary in order to vest such Intellectual Property in the University and in support of their registration, prosecution and enforcement in UK and abroad.

- 14.2 Definition of “Intellectual Property” or “IP” – means patents, trademarks service marks, logos, internet domain names, rights in designs, copyright (including rights in software), rights in data and any database(s), rights in confidential information, trade secrets, inventions and know-how and other IP rights whether registered or unregistered and including any applications for registration and all other rights or forms of protection having equivalent or similar effect elsewhere in the world. For avoidance of doubt it shall encompass “tangible creations of the human mind”.

15 CONDUCT

- 15.1 You will conduct yourself in a professional manner at all times. Promote a positive working environment and behave with dignity, courtesy and respect towards others. Drinking, gambling, fighting, swearing and similar unprofessional activities are strictly prohibited whilst at work.
- 15.2 You will perform your duties conscientiously, honestly and in accordance with the best interests of the University.
- 15.3 You will arrive for work at the agreed time. If for any reason you are going to be late or cannot attend work, you must contact your line manager to inform them. Where possible you should make contact before you are due to start work.
- 15.4 You will comply with the University’s policies, procedures and practices, observing any relevant rules and regulations of the University to which attention has been drawn or which you might reasonably be expected to ascertain.
- 15.5 In particular your attention is drawn to the University’s Ethics, Health and Safety, Computer Use, Confidentiality, Parking and Dignity at Work Act policies, as well as its Intellectual Property regulations and its guidelines on Consensual Relationships, copies of which are available from UniWorkforce and on the web pages [UniWorkforce | Human Resources | University of Southampton](#).
- 15.6 You will ensure that your services are carried out with reasonable care and skill to the standard reasonably required by the University.
- 15.7 You will ensure that your conduct is not detrimental to the interests of the University.

16 NOTICE

- 16.1 The University may, without prior notice or liability, terminate this Engagement or any individual Assignment at any time for any reason.
- 16.2 You may, without prior notice or liability, terminate this Engagement or any individual Assignment at any time for any reason.

17 VERSION CONTROL

Last updated	September 2022
Version	3.1
Change summary	Clarity on family friendly absence and pay
Location	https://soton.ac.sharepoint.com/teams/HROperationsProcessandInstructions/UniWorkforce/Going into Recruitment/02. Casual Worker Registration/06. Terms of Engagement/Terms of Engagement as a Casual Worker V 3.1 2022.docx