



## **Terms and Conditions of Work**

### **1. Status**

- 1.1 This is not an employment contract and it does not confer any employment rights on you (other than those to which workers are entitled). You agree that it is the intention of you and the University that there be no mutuality of obligation between you and the University. You may be offered work by the University entirely at its discretion, but there will be no obligation on the University to offer work / an assignment or for you to accept it. The University is under no obligation to give any reasons for its decision to offer or not offer work.
- 1.2 Nothing in this letter shall render you an employee, agent or partner of the University and you shall not hold yourself out as such.

### **2. No presumption of continuity**

- 2.1 Each offer of work by the University which you accept shall be treated as an entirely separate and severable engagement assignment. The terms of this contract shall apply to each assignment but there shall be no contract or relationship between the parties between each assignment.
- 2.2 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.

### **3. Right to work**

- 3.1 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. No assignment will commence until you provide the necessary documentary evidence.

### **4. Arrangements for work**

- 4.1 If the University wants to offer you any work it will provide you with an Assignment Email detailing the specific dates, location and rates of pay for the work.
- 4.2 You are under no obligation to accept any work offered by the University at any time but if you accept an assignment, the University will expect you to complete the assignment.
- 4.3 The University may offer you work from time to time. 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.
- 4.4 You or the University shall be entitled to terminate an assignment at any time for any reason and you will be paid for the work completed up to the time it is terminated. The agreement shall terminate automatically at the end of each assignment. 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 salary and holiday pay



4.5 If the University needs to cancel the assignment, it will notify you as soon as reasonably practicable.

**5. Place of work**

5.1 The University may offer you work at various locations on the University's campus. You will be informed of the relevant place of work for each assignment.

**6. Hours of Work**

6.1 Your hours of work will vary depending on the operational requirements of the University. You will be informed of the required hours for each assignment.

**7a. Working time**

7.1 The University must ensure that it does not offer you work which would result in you working for more than 48 hours in any week. You must keep the University informed of the hours that you work for third parties so that it can comply with this obligation.

**7b. Academic Work - Only applicable to Small Group Tutors and Music Tutors**

7.1. A small group teacher, equivalent in standing to a member of the University's academic-related staff, is defined as a person responsible for undertaking teaching tasks within a class, tutorial or other group context. The work will be in support of teaching for which members of the academic staff have primary responsibility e.g. facilitating discussion in classes as a follow-up to formal lectures. This will involve prior preparation and/or the evaluation of work produced by students outside the time of the class. Each contact hour is assumed to require a further hour of preparatory or follow up work. A small group teacher should not have responsibility for course design or administration.

7.2. Para 4.2 of the University's Code of Practice on the Teaching and Academic Support provided by Registered Students current version available here: <https://intranet.birmingham.ac.uk/as/registry/legislation/documents/public/Cohort-Legislation-2019-20/CoP-Teaching-Provided-by-Students-19-20.pdf> provides that the hours (including preparation and marking time) of registered students appointed as small group teachers shall **not exceed an average of 15 hours a week**. Those in receipt of grants or studentships are advised to check that any teaching they may do does not conflict with the terms of their tenure of the studentship.

7.3. Those without previous teaching experience are encouraged to contact the Learning and Teaching Development team in the Centre for Learning and Development (extension 46166 or 49004) for advice on training opportunities.

**7c. Academic Work – only applicable to Visiting Lecturers & Law Lecturers**

7.1. A visiting lecturer is defined as a person of a standing equivalent to a member of the University's academic-related staff and will, therefore, be expected to accept a comparable level of responsibility for his/her teaching. This will apply equally, where relevant, to design

and assessment of the material. A visiting lecturer will not normally be responsible for more than a single module and/or occasional lectures. All work will be undertaken in close collaboration with the School concerned. Each contact hour is assumed to require a further one and a half hours preparatory or follow up work.

7.2. This document is not valid for:

- i) work of more than 6 contact hours a week;
- ii) existing employees of the University;
- iii) registered students of the University;
- iv) persons who would need a work permit.
- v) duties higher than level 7 of the University's salary structure (which would therefore attract a higher rate of pay); or
- vi) circumstances where a Head of School considers a market supplement may be payable in addition to the quoted hourly rate

Agreements to cover any of these circumstances must be issued through the Office of the Director of Human Resources.

7.3. Those without previous teaching experience are encouraged to contact the Learning and Teaching Development team in the Centre for Learning and Development (extension 46166 or 49004) for advice on training opportunities.

## **8. Data Protection**

8.1 You consent to the University collecting and processing personal data about you. As part of its recruitment process for all categories of staff and workers, the University collects and processes personal data relating to job candidates and potential candidates.

8.2 You shall comply with the University's Data Protection Policy at <https://www.birmingham.ac.uk/university/governance/policies-regs/data-protection.aspx> when handling personal data in the course of your engagement. A hard copy of the policy is available upon request.

## **9. Compliance with Policies and Procedures**

9.1 You agree at all times:

9.1.1 To co-operate with the reasonable instructions and accept the direction and supervision of the College Contact and other members of the University; and

9.1.2 If you are a student of the University, you remain bound by the University's Student Conduct Regulations (<https://intranet.birmingham.ac.uk/as/registry/legislation/regulations/index.aspx>) as amended from time to time, including during the assignment. We draw your attention to paragraph 8.1.1 of those Regulations for the definition of "student" in this regard.

9.1.2 To follow the policies, Codes of Practice, legislation, rules and procedures operated by the



University as they apply to you as a worker providing services to the University and to use your best endeavours not to do anything which may bring the University into disrepute. In particular, you confirm that you have read and will comply with the following policies (as amended from time to time) in relation to:

- 9.1.2.1 Working Hour Restrictions for University of Birmingham students (current version accessible at <https://www.worklink.bham.ac.uk/downloads/WorkingHourRestrictions.pdf> Health and Safety, current version accessible at: <http://www.birmingham.ac.uk/Documents/university/legal/health-safety.pdf>;
- 9.1.2.2 Information Security, current version accessible at: <https://intranet.birmingham.ac.uk/it/documents/public/Information-Security-Policy.pdf>;
- 9.1.2.3 Fairness and Diversity, current version accessible at: <https://intranet.birmingham.ac.uk/collaboration/equality/documents/policies/Fairness-and-Diversity-Policy-August-2018-UK.pdf> ;
- 9.1.2.4 Bullying and Harassment, current version accessible at: <https://intranet.birmingham.ac.uk/as/registry/legislation/documents/public/Cohort-Legislation-2018-19/Policy-Harassment-Bullying-18-19.pdf>;
- 9.1.2.5 Data Protection, current version accessible at: <http://www.birmingham.ac.uk/Documents/university/legal/data-prot-policy.pdf>;
- 9.1.2.6 General Conditions of Use of Computing and Network Facilities, current version accessible at: <https://intranet.birmingham.ac.uk/it/documents/public/General-Conditions-of-Use-of-Computing-and-Network-Facilities.pdf> ;
- 9.1.2.7 Financial rules, current version accessible at: <https://intranet.birmingham.ac.uk/finance/documents/public/mfr/Manual-of-Financial-Rules-Final.pdf>;
- 9.1.2.8 Research Conduct, if applicable to your assignment, current version accessible at: <http://www.birmingham.ac.uk/Documents/university/legal/research.pdf>; and
- 9.1.2.9 Any other rules, regulations, policies or procedures relevant to the assignment to which attention has been drawn by the Contact.

Hard copies of the policies are available upon request.

## **10. Sickness**

- 10.1 If you have accepted an offer of work but are subsequently unable to work the hours agreed due to sickness, you must contact your College Contact as soon as possible but at least an hour before your shift is due to start on each day of absence.
- 10.2 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. You must sign the relevant SSP form and comply with any notification requirements and applicable University procedures



## 11. Confidentiality and intellectual property

- 11.1 You agree that you shall not either during or after each assignment, whether knowingly or through failure to exercise due care and diligence, use, disclose, divulge or permit to be divulged to any person, company or other organisation, and will maintain the strictest confidence, any confidential information relating to the University, its staff, students or business which you create, develop, receive or acquire during an assignment except for any information that is or becomes available in the public domain other than by your unauthorised disclosure. 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 and its subsidiaries. You will ensure that all confidential information made available to you during an assignment is returned at the end of each assignment. You may be required to sign a specific confidentiality agreement with the University for an assignment. You will only use the information to which you have access for the purposes of the assignment.
- 11.2 You agree that any intellectual property arising during any assignment as a result of your assignment shall belong to the University.

## 12. University property

- 12.1 All uniforms, equipment, keys, 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.
- 12.2 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.

## 13. Changes to terms and conditions

- 13.1 The University reserves the right to review these terms and conditions and, at its absolute discretion, amend it from time to time.

## 14. Totality of terms

- 14.1 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 and no additional or modified terms should be implied by any other actions of you or the University. You confirm that you have read and understood the contents of this document.

## 15. Governing law

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