



Dear XXX

Role: [Job Title, Department]

Role Type: Student contract

Recruiting Manager: [Assignment Manager]

I am pleased to offer you the above short-term appointment. This letter is the Principal Document relating to your appointment including pay and notice provisions. You should read it carefully as it forms the contract between the University and yourself.

This contract contains the details relating to your assignment including the date the work is to commence and the duration or likely duration of the work; the type of work; the location and hours during which you will be required to work; the name of the manager for the assignment to whom you should report; information regarding any known risks to health and safety associated with the assignment and steps taken to control such risks; and the rate of remuneration.

Terms of the appointment

This assignment is on a temporary basis **from [date] until [date]**. Please note that this is the estimated maximum duration of the assignment. Due to the nature of temporary work, these dates are an estimate, and the hours are not guaranteed. The duration of any assignment is liable to change and may be terminated before the estimated end date if the work is no longer required. Should your assignment manager inform the TSS that your services are required beyond the original assignment end date and you agree to such an extension, a new agreement will be issued detailing a revised assignment end date, which will also be an estimate.

Conditions of offer of appointment

This offer is subject to you providing satisfactory documentary evidence of your entitlement to work in the UK, in line with current immigration legislation.

You will not be an employee of the University. The services you provide to the University are on a temporary basis. This means that there is no obligation on the part of the University to provide such work nor for you to accept any work so offered.

All overseas students studying under a Student visa (formerly known as Tier 4) must ensure that their hours of work do not exceed the legal restrictions of their visa. It is a criminal offence to exceed this limit, and these students must ensure that the total weekly hours worked whether for the University do not exceed these legal restrictions.

Student contracts are issued with the understanding that there will be breaks in the working pattern during the contracted period due to exam periods and vacation periods. It is expected that students will manage their work commitments to ensure their studies are not affected. Postgraduate research students are expected to take breaks in the working pattern during the contracted period to support

CAG Reference:

their studies. Breaks must be a minimum of four weeks in duration and the breakdown of the agreed working pattern is provided below.

Hours of work

Throughout the duration of this assignment, you will be required to work **XX hours/days per week/ad hoc pattern as far as can be provided (e.g. Monday-Friday)**. Subject to the terms above, the University may alter these hours to suit the needs of the service but there must be a break of at least four weeks between each period of work completed.

Your work pattern has been agreed as outlined above, including the required break periods which must be followed. Any changes to this contracted working arrangement must be discussed and agreed with the TSS Adviser in advance of the changes commencing, and the contract will be amended to reflect them.

Location

The University address is: University of Bristol, Beacon House, Queens Road, Bristol BS8 1QU. You will normally be based at **[Location]** for this assignment or such sites as the University may reasonably require. On your first day, please report to **[Manager]**, who will be your assignment manager for the duration of the assignment unless alternative arrangements are agreed during the assignment.

Dress code

There is no set dress code throughout the University, but you are expected to dress in a manner appropriate to your working environment.

Pay and holiday

Your rate of pay will be **£XX per hour**, payable on 26th each month with payment one month in arrears. Payment will be made following submission and approval of an online timesheet, to be completed monthly.

Holiday pay will be calculated using the rate of pay shown above for each assignment. You are entitled to the equivalent of 28 days holiday per annum, calculated on a pro-rata basis dependent on the number of hours that you actually work. Holiday entitlement will therefore accrue at the rate of 12.07% of the total hours you work. To ensure that you receive the benefit of your entitlement you will be deemed to have taken your annual leave at the end of each day that you provide services to the University. Any payslips that you receive in respect of the days worked by you will confirm both your pay and, in addition, your holiday pay for the month in question.

You will be required to complete a Staff Record Form on registration with the TSS in order for you to receive payment. Payment is made into the bank account provided by you. Please ensure that you complete all sections of the Staff Record Form in full, as these details are required to enable the University to make payments to you. There are no enhancements for evening, weekend or Bank Holiday working.

Your payment is 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 also reserves the right to deduct any sums that are owed by you, including any overpayments. An itemised pay statement of your earnings and deductions (payslip) will be sent to you on your normal pay date to the address provided by you.

CAG Reference:

Should you have any queries on matters relating to your personal tax, please contact HM Revenue & Customs on 0300 200 3810 quoting reference 034/U166.

The attached terms and conditions will apply to you during this assignment at the University via the TSS. The University reserves the right to alter or amend your terms and conditions from time to time and will provide you with notification of such changes in writing.

By signing below, you agree that:

- (1) You have read and understood the terms and conditions contained in the contract.
- (2) You accept these as the basis for the assignment you are offered and accept/undertake through the TSS.
- (3) You confirm that the information provided by you in the context of your application is, to the best of your knowledge and belief, correct and complete.
- (4) If it is subsequently discovered that you have failed to disclose any significant information or have provided false or misleading information about your qualifications, your previous experience or any other matter relating to your application, this may lead to termination of any assignments you are undertaking.
- (5) The University may deduct any sums that are owed by you, including any overpayments, from payments owed to you by the University.
- (6) You understand that it is your responsibility to advise the TSS immediately of any change to your circumstances which may affect your engagement.

Signed

(Applicant)

Print

Date

Signed (TSS)

Date [insert date]



Temporary Staffing Service Student Workers

Terms and Conditions

1. General

- 1.1 These terms govern all assignments undertaken by the TSS worker.
- 1.2 The University of Bristol is not obligated to provide work and you, the worker, are not obliged to accept any work that is offered.

2. CONDITIONS OF AGREEMENT

- 2.1 This offer is subject to you providing satisfactory documentary evidence of your entitlement to work in the UK, in line with current immigration legislation. It will remain your responsibility to ensure that you are able to produce such documentation in advance of starting any work for the University.

3. ASSIGNMENT

- 3.1 The days and hours of work are set out in the contract. If there are any changes to the days and/or hours required, the Manager named on the contract must contact the TSS Adviser to discuss this in advance of the changes commencing, and the contract will be amended to reflect them.
- 3.2 It is your responsibility to attend at the appropriate and agreed location on time and be immediately and suitably prepared to commence work. Failure to attend an assignment without prior notification may result in the immediate termination of your assignment.
- 3.3 You will be engaged under the contract and terms and conditions for the duration of the assignment and will not be an employee of the University. You will be entitled to work for yourself or for any other person or business as an employee, worker or on a self-employed basis, provided it does not conflict with your assignment or any visa restrictions.
- 3.4 The University Division, School or Faculty that you are assigned to will be responsible for your line management, supervision, direction and control. At all times you will be expected to comply with instructions issued by the Manager to whom you report, or such other representatives as they may allocate to take responsibility for your supervision. Whilst on assignment, you will be expected to conform to health and safety rules and procedures along with other University rules, regulations and codes of practice as they apply to you as a worker providing services to the University.
- 3.5 Whilst on assignment you may be issued with a University Card (U-Card) and/or other equipment including IT equipment. The Card must be returned to your Manager at the end of the assignment, and any equipment you have been issued must be returned to the issuing department.

4. ASSIGNMENT EXTENSION

- 4.1 Due to the unpredictable nature of temporary work, the assignment date listed in the contract is only an estimate and the hours are not guaranteed. The duration of the assignment is liable to change. Should a University Division, School or Faculty inform the TSS that your services are required beyond the original assignment end date, and you agree to such an extension, a new contract will be issued detailing a revised assignment end date, which will also be an estimate and liable to change.
- 4.2 You are not obliged to accept any assignment extension and accepting an extension will not affect your right to terminate the assignment under Section 5. If you refuse an assignment

extension, the University's right to terminate the assignment under Section 5 will also not be affected.

5. TERMINATION OF ASSIGNMENT

- 5.1 Due to the unpredictable nature of temporary work, the assignment end date listed in the contract is an estimate and the hours are not guaranteed. The duration of any assignment is liable to change. Should an assignment no longer be necessary, or alternative means have been identified to fill the activity, the TSS may terminate the assignment or advise you of a new end date with immediate effect; although the TSS will endeavour, so far as is reasonably practicable, to give one week's notification of the termination of any assignment which lasts longer than four weeks. The University shall not incur any liability to you for any assignment terminated before the expected end date. You will only be paid for the hours that you have worked, and the University will have no obligation to offer you alternative work. The contract between you and the TSS will end on the termination of the assignment.
- 5.2 If at any point during an assignment you wish to end the assignment before the end date listed in the contract, you may terminate the assignment with immediate effect. You are requested, in so far as it is practicable, to give one week's notice of the termination of any assignment which lasts longer than four weeks.
- 5.3 If you do not comply with the notification requirements set out in Sections 10 and 11, should you be unable to attend work during the course of the assignment, this will be treated as termination of the agreement by you in accordance with Section 5.2 unless you can show that exceptional circumstances prevented you from complying with the notification requirements.

6. REMUNERATION

- 6.1 You will only be paid for the hours and days that you work, and not for the anticipated hours and days of work detailed in the contract. Subject to any statutory entitlement to Statutory Sick Pay (Section 10) or Statutory Maternity or Paternity Pay (Section 11) or any other statutory entitlement, you are not entitled to receive payment for any time not spent on an assignment, whether in respect of illness or absence for any other reason unless agreed with your Manager and the TSS Adviser.
- 6.2 The contract sets out the hourly rate of pay you will be entitled to receive. The rate of pay is determined by the grade of work assigned to you.
- 6.3 Providing you have completed the appropriate payroll documentation, including the provision of bank details relating to a valid UK bank account held individually or jointly in your name, payment will be provided by the University Payroll. The University is required to make deductions in respect of PAYE pursuant to Sections 44-47 Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which it may be required by law to make.
- 6.4 The Tax Office which deals with the University is HM Revenues and Customs, Crescent Centre (North), Temple Bank, Bristol BS1 6HR, reference number 034/U166. Should you have any queries on matters relating to your personal tax, please contact the Tax Office directly.
- 6.5 Payment will be made in arrears monthly on the 26th of the month by electronic BACS transfer on the basis of authorised monthly timesheets. At the assigned submission date each month (or at the end of an assignment where it is completed before the submission deadline) your manager will submit an online timesheet.

6.6 The University does not accept liability for delays in the payment of claims which are not accurately completed or approved, or which miss the submission deadlines. Payment will not be made in advance for work which has not yet been carried out. Please note that an earlier submission date is likely to apply around Christmas and Easter.

7. DEDUCTIONS

7.1 You hereby agree that the University is legally entitled to make deductions from any element of your pay to recover overpayments. If this occurs, the University will notify you of the amount to be recovered and the timescales for any repayments.

8. WORKING HOURS

8.1 Ad hoc assignments will follow a work pattern agreed with the TSS and outlined in the contract.

8.2 All workers who work for more than six continuous hours on one day will be required to take an unpaid break of not less than half an hour. Work patterns will be determined by your Manager.

8.3 It is recognised that the normal break for lunch is one hour unpaid. In addition, it is good practice for workers to take a refreshment break during the morning and the afternoon as follows and is agreed with the Manager. Either:

- A paid working break, taken where the individual remains available for work: 30 minutes per week is allowed as 'down time' to prepare refreshments; or
- An unpaid (save for the first 30 minutes in any week, which is paid) non-working break taken for an agreed length of time away from the immediate workplace where the individual is not available for work. Where appropriate the weekly working pattern will be extended appropriately.

9. HOLIDAY

9.1 Holiday pay will be calculated using the basic rate of pay for the assignment. You are entitled to the equivalent of 28 days holiday per annum, calculated on a pro-rata basis dependent on the number of hours that you actually work. This calculation includes your full entitlement to paid leave, including Bank Holidays and Closure Days. Holiday entitlement will therefore accrue at 12.07% of the total hours you work.

9.2 To ensure you receive the benefit of your entitlement, you will be deemed to have taken your annual leave at the end of each day that you provide services to the University. Any payslips that you receive in respect of the days worked by you will confirm your holiday pay for the month in question.

9.3 If you need to take time off during your assignment, you can arrange to take unpaid days by agreement with your manager. You will not be paid for days taken, including Bank Holidays and Closure Days, as you will have received payment of accrued holiday automatically each month.

10. SICKNESS

10.1 If you are unable to attend for work due to illness or other incapacity, you must notify your Manager by telephone as soon as possible (normally by 10.00am) on your first working day of absence. You must state your reason for absence and the date on which you expect to return and/or agree when you will next be in contact with further information.

10.2 You may be eligible for Statutory Sick Pay (SSP) provided you meet the relevant statutory criteria, but you will have no entitlement under any University sickness pay scheme. To assess

whether there is any entitlement to SSP, after four days' sickness absence you must submit a self-certificate form to your Manager and copy the TSS into the communication. If your absence lasts for eight consecutive days or more (including weekends) you must submit a doctor's certificate to your Manager and copy the TSS into the communication. Further certificates will be required to cover the total period of absence. It is your responsibility to keep your Manager and the TSS informed about your progress and your likely date of return.

11. OTHER ABSENCES

- 11.1 You must inform your Manager if you know that you are pregnant when you are on an assignment. Where appropriate, a risk assessment may be made by your Manager. You may be entitled to statutory maternity leave and, subject to meeting the qualifying criteria, Statutory Maternity Pay (SMP). If you are not entitled to receive SMP, you may be able to claim Maternity Allowance from the Department of Work and Pensions. If your partner is pregnant, you may be entitled to claim Statutory Paternity Pay, subject to meeting the qualifying criteria.
- 11.2 You must notify your Manager if you are summoned for jury service whilst on an assignment. They can sign a Certificate of Loss of Earnings for you, which will enable you to claim back some or all of what you would have earned. If you are called for jury service when an assignment is not in progress or has not already been agreed you will only be able to claim other expenses directly from the courts.

12. PENSION

- 12.1 Subject to the rules of the scheme, you will be eligible to join the University of Bristol Group Pension Plan (UBGPP).
- 12.2 Workers participating in a group pension plan such as UBGPP will be contracted into the State Second Pension Scheme. If you wish to participate in UBGPP if eligible, please contact the Pensions Team by emailing payroll-pensions@bristol.ac.uk. Membership of these schemes is subject to the terms agreed between the University and the Scheme provider. The terms may be varied from time to time. The University reserves the right to vary or withdraw its sponsorship of the scheme, following consultation.
- 12.3 UBGPP is a qualifying pension schemes which meet the government's standards in terms of auto-enrolment legislation. This legislation requires that, where workers meet the relevant eligibility criteria, employers must automatically enrol them into a workplace pension scheme. Further information is available at: <https://www.gov.uk/workplace-pensions>.
- 12.4 You can choose to join/remain in the scheme from the commencement of your appointment. In the meantime, your eligibility against these criteria will be assessed on an ongoing basis and if you meet the criteria and have not already chosen to join, you will automatically be enrolled into the relevant scheme for your role after three months from the start of your appointment, or at any point at which you meet the criteria in the future. In this event, you will be able to opt-out of the scheme if you wish to do so. You will receive a separate communication from the Pensions Team regarding this.

13. CONFIDENTIALITY

- 13.1 You must not, either during assignments or at any time between assignments or after the termination of your final assignment, disclose any trade secrets or other confidential information relating to the University or any of its activities including those in respect of which the University owes an obligation of confidence to any third party.

13.2 “Confidential Information” means trade secrets and details of any information relating to employees, students of the University, matters of Health and Safety (including the University’s disaster plan) and any information, the release of which would damage the University’s commercial interests, endanger staff or students together with any information that is legally privileged. It also means any information in respect of which the University has a duty of confidentiality to a third-party including patients. “Confidential Information” also includes any and all information which the University is not obliged to release under the Freedom of Information Act 2000 (the Act). Where an individual is uncertain whether a piece of information falls within the Act they will not disclose such information unless and until they have received advice from the University’s Information Rights Manager or other member of the University Secretariat.

13.3 You agree that at any time you will:

- Not without proper authority remove from the University’s premises any confidential information;
- If the University requests, electronically delete or otherwise destroy all confidential information in your possession or under your control and destroy all other documents and tangible items (including back-ups and/or extracts of them) in your possession or under your control which contain or refer to any confidential information.

13.4 Nothing in this contract and terms and conditions shall preclude you from making a protected disclosure in accordance with the provisions set out in the Employment Rights Act 1996.

14. DATA PROTECTION

14.1 You consent to the University (or any agent thereof) processing personal data relating to you for the purpose of the administration and management of the business for the University and its employees and to ensure compliance with any applicable laws, regulations and procedures. For further details on how the University uses your personal data, please see the fair processing notice: <http://www.bristol.ac.uk/secretary/data-protection/policy/staff-processing-notice/>.

14.2 You agree to abide at all times by the provisions of the Data Protection Act 2018 in relation to any processing by you of the personal data of others.

15. UNIVERSITY PROPERTY

15.1 Any property of the University shall remain the property of the University (except for intellectual property belonging to a member of staff under clause 16) and shall be handed over by staff to the University on demand and in any event on the termination of employment.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 As between a member of staff and the University, the ownership of all inventions made by the member of staff will be determined in accordance with section 39 of the Patents Act 1977. If at any time during their appointment a member of staff (whether alone or with any other person or persons) make an invention, they shall promptly disclose to the University full details, including drawings and models, of such invention to enable the University to determine whether the invention belongs to the University. If the invention does not belong to the University by reasons of the Patents Act 1977, the University shall treat all information disclosed to it by the member of staff as confidential information and the property of the member of staff. If the invention does belong to the University, the member of staff shall do all things necessary or desirable to enable the University, or its nominee, to obtain the benefit of the invention and to secure patent or other appropriate forms of protection for it throughout the world.

16.2 In the best interests of the individual and the University formal arrangements should be agreed relating to such commercial exploitation and any financial benefit arising, and if appropriate be subject to the terms of any relevant research grant.

16.3 Each case will need to be considered in the light of the circumstances applying, for example, the balance between University time and resources and those privately invested by the individual concerned. Subject to variation depending upon the circumstances, normally the apportionment of income deriving from such commercial exploitation will be on the following scale:

- I. The first call on income is a payment to the individual(s) involved of up to £4,000 (this should be viewed as an advance allocation of part of the share of the first £15,000 (net of University outgoings) received): Income £0 gross - £4,000 gross: 100% to the individual.
- II. The next call on income is the recovery of all outgoings by the University; for example, patent and legal costs, thus reducing the *gross* income to a *net* sum.
- III. Further income, received after the initial payment of £4,000 has been made and after the recovery of University outgoings, is apportioned as follows:

Income	Apportionment
£0 – 15,000 net. (Assuming net income of £15,000 has been received, the individual(s) will receive a total of £10,500 which <i>includes</i> the initial payment of £4,000.)	70% to the individual(s). 15% to the host Department. 15% to the University.
£15,000 - £75,000 net.	50% to the individual(s). 25% to the host Department. 25% to the University.
Greater than £75,000 net.	1/3 to the individual(s). 1/3 to the host Department. 1/3 to the University.

17. WORKWEAR AND EQUIPMENT

17.1 If you are issued with workwear or equipment you:

- Must ensure that you use it whenever necessary, or as required, and in accordance with the University's Health and Safety Policy; and
- Must tell the University as soon as it needs replacing whether due to damage, defect or for any other reason.

18. INSURANCE LIABILITY

18.1 As a natural person who is under a contract of service, working for the University in connection with the business while under the University's direct control or supervision, you will be covered by the University's liability covers for the duration of your contract whilst on site.

- 18.2 You must follow any guidelines for access and safety provided to you by your Manager or during your induction, assuming there is something in that area that needs special attention.

19. INTERCEPTION OF COMMUNICATIONS

- 19.1 Under the provisions of The Regulation of Investigatory Powers Act 2000, the Data Protection Act 2018, The Telecommunications (Lawful Business Practice) (Interceptions of Communications) Regulations 2000 and any other relevant legislation in force, from time to time the University may, if it considers it reasonable in the circumstances, monitor and record a worker's communications (including but not limited to emails, internet access and telephone communications) during their employment.

20. PERFORMANCE AND CONDUCT

- 20.1 Minor shortfalls in performance or minor breaches of discipline during assignments including, but not limited to poor timekeeping, careless mistakes or lack of attention to detail, instructions or procedures will be discussed with you by your Manager as appropriate. You may be offered additional support, training, guidance or advice as appropriate.
- 20.2 In the case of more serious shortfalls in performance or breaches of discipline, or repeated minor shortfalls and/or breaches, the Manager will invite you to a meeting to discuss their concerns. You have a statutory right to be accompanied by a companion at this meeting. Following the meeting, the Manager will write to you informing you of their decision. You may be given a written warning or, where appropriate, you may be removed from the assignment.
- 20.3 Examples of sufficiently serious behaviour which may result in an assignment being terminated include, but are not limited to, theft, forgery, threatening or using physical violence, breach of confidentiality, breach of safety rules and regulations, acts of discrimination, acts of bullying or harassment, refusal to comply with reasonable requests from your Manager, unauthorised absence from work and breach of other University, Division, School or Faculty rules or regulations.
- 20.4 If you are not satisfied with the decision, you may submit a written appeal to the relevant Appropriate Manager, as advised by the HR Business Partner for the area where the assignment is held, within 28 days of the end date of the assignment to which the complaint relates. The appeal must state the grounds on which it is made. The appeal will be considered, and you will be notified of the outcome in writing. This decision will be final within the procedures of the University.

21. GRIEVANCES

- 21.1 If you have a grievance relating to an assignment you should attempt, as far as is reasonably possible, to resolve the grievance informally through discussions with your Manager. If the grievance cannot be resolved informally, because informal discussions are inappropriate or have failed to resolve the grievance, then you should write to the relevant Appropriate Manager, as advised by the HR Business Partner for the area where the assignment is held, within 28 days of the complaint arising. The written complaint should include the nature of the grievance, the evidence on which it is based, and the solution sought.

22. OTHER BENEFITS

- 22.1 For the avoidance of doubt, as you are not an employee of the University you will only be entitled to those benefits detailed in these terms and conditions.

23 MISCELLANEOUS

CAG Reference:

- 23.1 This contract, terms and conditions and any disputes arising from it, whether of a contractual or non-contractual nature shall be governed and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English Courts/Tribunals with regard to any claim or matter arising.
- 23.2 This contract and terms and conditions set out the entire agreement between parties and supersede all prior discussions and agreements, statements, representations, terms and conditions, communications and understandings whether oral or in writing.
- 23.3 No term of the contract or terms and conditions is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to this contract or terms and conditions, save for where expressly stated to the contrary by this contract or terms and conditions.