

UNIVERSITY OF ESSEX
ON DEMAND AGREEMENT

Dear XXXXXX

This agreement governs your engagement by the University of Essex as an on demand worker.

You should read it carefully, sign and date both copies, returning one copy to the Human Resources Department. The other copy is for you to retain.

Your appointment may be subject to continued eligibility to work in the UK.

1. Appointment

This appointment is on demand, timesheet basis.

You will not be an employee of the University and at no time will there be any mutuality of obligation between you and the University. You may be offered work by the University at its discretion but there will be no obligation on the University to offer work nor on you to accept it.

You may be offered work as a one-off or on multiple occasions. Each offer of work by the University which you accept shall be treated as entirely separate and severable engagement. The terms of this agreement will 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.

2. Hours of work

Your hours of work will be as agreed with you on each occasion, although any hours so agreed and the days you have been asked to provide your services may be varied at our discretion.

If a working day is six hours or more, you are entitled to an unpaid break of 30 minutes.

If you are a Tier 4 student visa holder you will have restrictions on the number of hours you are permitted to work each week during term time as stated on your visa (hours cannot be averaged on a monthly basis). This will usually restrict you to working a maximum number of hours per week during term-time as shown on your visa (hours cannot be averaged on a monthly basis). Please ensure you are aware of the term-time dates that apply to your level of study. This is outlined in the term-date letter you are required to present as part of your right to work evidence. This weekly limit is applicable to any work or combination of work you may undertake and includes paid and unpaid. You are required to declare if you are undertaking other work in the University; HR is also required to do so. It is a criminal offence to be in breach of your visa conditions.

3. Remuneration

Your rate of pay will be £[rate] per hour. You will be paid monthly in arrears on the last working day on or before the 28th of each month by direct credit transfer to your specified bank or building society account.

Although unlikely, should a mistake occur with the calculation and payment of salary, any discrepancies must be reported immediately. In the event of an overpayment, the University will look to recover the outstanding balance immediately.

4. Pension

Any worker with aggregated earnings of above the auto enrolment threshold will be enrolled into either the University's Superannuation Scheme (USS) for grades 7-11 or Superannuation Arrangements of University of London (SAUL) for grades 1-6 and contributions deducted according to the scheme rules in force. Multiple position holders will be assessed on the earnings of all positions. Those with earnings under the auto enrolment threshold still have the right to join USS or SAUL and if you wish to do so, please contact the Payroll and Pension department within Human Resources.

You cannot opt out of the scheme before you have been opted in, however once you have been opted in to the scheme, you are able to "Opt Out" by downloading the Opt Out form directly from the USS or SAUL website, and sending the form to the Payroll and Pensions team. If the form is received within three months of your start date of employment, or pension joining date, then you shall receive a full refund. After the three month has expired, you are able to cease membership but are not entitled to a refund under the scheme rules.

The University operates a salary sacrifice scheme called "PensionPlus" for the payment of your pension contributions. On joining USS or SAUL you will be automatically enrolled into the "PensionPlus" scheme.

Access to your pension benefits will be in line with the scheme rules at the time of your retirement. The rules of either USS or SAUL can be altered by the scheme from time to time in consultation with members. The University reserves the right to amend or replace the pension scheme applicable only after full consultation.

5. Sickness

If you have accepted an offer of work but are subsequently unable to work the hours agreed, you must notify the Head of School/Department or designate for your assignment of the reason for your absence as soon as possible but no later than one hour before your start time on the first day of absence. There is no entitlement to occupational or statutory sick pay.

6. Annual leave

You are entitled to paid annual holiday/leave. Leave should be taken each month at your discretion outside the hours you are required to work by your School/Department/Section. The holiday element of your pay equates to [12.07%] of your salary payment and will be paid to you monthly and listed separately on your payslip. This is based on 28 days holiday per annum/leave year and includes all entitlements to public holidays and closure days.

7. University policies and procedures

You must abide by University policies and procedures, as set out on the University website.

8. Notice period

This agreement may be terminated by either side giving one week's notice in writing.

9. Equality and Diversity

The University of Essex celebrates diversity, challenges inequality and is committed to sustaining an inclusive and diverse community that is open to all who have the potential to benefit from membership and which ensures equality of opportunity for all its members. We expect workers, staff, students and visitors to be treated, and to treat each other, with dignity and respect and solely on the basis of merit, ability and potential, regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, socio-economic background, political beliefs and affiliations, family circumstances or other irrelevant distinction. The University is committed to a programme of action to ensure that this policy is fully effective.

10. Health, Safety and Wellbeing

The University is committed to providing a safe and healthy university, where workers, staff and students work proactively and collaboratively to improve health, safety and wellbeing. Members of staff and workers have a legal responsibility to co-operate with the University by complying with its Policy and standards. Staff and workers must ensure that they understand their health and safety responsibilities (including the reporting of incidents) and what they need to do to meet them. Further information on health and safety, including the Health, Safety and Wellbeing Policy at the University can be found on the University's website.

Where a member of staff or a worker knowingly does something that could cause serious harm, neglects to take action within their control to prevent a dangerous act, or shows persistent noncompliance with the University's Health, Safety and Wellbeing Policy and health and safety standards disciplinary action may be considered.

11. Data Processing

By signing this agreement, you acknowledge that the University assumes the right to store and process personal data, in accordance with relevant data protection legislation, in order to fulfil its obligations under this contract and its statutory obligations as an employer.

12. Intellectual property

The University's policy on intellectual property (available on the [University website](#) and from HR) applies to all work produced by those working for the University. You must notify the Director of REO and the Registrar and Secretary if you identify any research or other work output that might constitute an invention or other commercially valuable asset.

13. Confidential Information

Subject to the protections afforded by the Public Interest Disclosure Act 1998 (the statutory protection afforded to 'whistle blowers') and any other relevant regulations, you should not use

confidential information for your own benefit or disclose it to those outside of the University. Confidential information shall include, commercially sensitive information relating to the businesses, affairs, products or processes, business plans, forecast, information relating to research products, future business strategy, tenders and any price sensitive information of the University. This restriction does not apply to any information in the public domain other than by reason of unauthorised disclosure.

14. Severability

Should any clause of the agreement be held void or unenforceable then the remaining parts of the agreement shall remain in full force.

I accept the agreement offered as set out above.

I also accept and agree to abide by the University of Essex guidelines for the use of IT facilities as detailed in <http://www.essex.ac.uk/it/about/guidelines/default.aspx>

Signed..... Date.....

(on behalf of the University of Essex)

Signed..... Date.....

(on demand worker)