



# Terms and Conditions of Temporary Workers



University  
of Exeter

# Terms and Conditions of Temporary Workers

These Terms and Conditions of temporary workers were formatted in March 2025, representing the terms in a more readable format and updating text to reflect changes to university structure and terminology and the new processes brought into place as a result of “Paid Time”.

This document details the terms and conditions of all temporary workers including those engaged via the casual claims process and workers working through the University Temporary Staff Bank (TSB) based in the UK.

The HR webpages summarise other policies and procedures which may be applicable to temporary workers, but which do not form part of these terms and conditions.

Where appropriate additional references are made in the text below.

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# Terms and conditions of temporary workers

## 1. Place of work

- a. You may be required to work in any University location or in any other area in the United Kingdom where the University is expected to provide a service as may be requested from time to time.

## 2. Obligation to provide work

- a. For the avoidance of doubt, these terms shall not give rise to a contract of employment between the University and the temporary worker.
- b. These terms do not impose or imply any 'mutuality of obligation'. The University is not obliged to provide work, and the Temporary Worker is not obliged to accept any work that is offered.
- c. No contract shall exist between the University of Exeter and the temporary worker between assignments.
- d. The temporary worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available or where suitable work is available but the University of Exeter decides not to offer it to the temporary worker; and agrees that the suitability of the work to be offered and who it shall be offered to shall be determined solely by the University of Exeter; and that the University of Exeter shall incur no liability to the temporary worker should it fail to offer opportunities to work.

## 3. Facilities

- a. You may be issued with a University Card, IT access and an Authority to Park badge to enable you to work effectively in assignments. These facilities are made

available solely for University business while on a current assignment and the you should not use these university facilities in between assignments. The University reserves the right to withdraw these facilities at any time. You must return the University Card and an Authority to Park badge when requested.

## 4. Payment

- a. You will only be paid for work actually undertaken and completed. The fixed hourly rate of remuneration will be confirmed for each assignment.
- b. Payment will not be made in advance for work which has not yet been carried out.

## 5. Tax and NI deductions

- a. Tax will be deducted from payments due to you where applicable. To ensure that you pay the correct amount of tax, submit your P45 to the Temporary Resourcing Team at the point of registration as a temporary worker, or complete the P46 section of the registration form in accordance with your current working situation.
- b. National Insurance Contributions will be deducted unless you supply Department of Work and Pensions form CA4140.

## 6. Claiming for payment

- a. All claims must be submitted through the approved University online timesheet system. Knowingly making a false declaration is a serious offence which may result in disciplinary/criminal/civil action being taken by the University.

- b. When you have submitted your online timesheet, it will be available for approval by a previously nominated University staff member.
- c. Claims must be submitted and approved by the agreed monthly Payroll Deadlines, in order to be paid on the pay date allocated to that working week.
- d. Payments for work are made in arrears on the last working day of each calendar month by credit transfer direct to the worker's bank/building society account.
- e. Payment will only be made at one of the University's authorised rates unless a fixed rate has been agreed and confirmed to you in writing before the commencement of the assignment.
- f. The University reserves the right to decline for payment any claims submitted 90 days after the "week end date", unless there are exceptional circumstances for the delay. The "week end date" is defined as the Sunday at the end of the week that the work was completed on.

## **7. Hours of Work**

- a. The agreed hours of work will be notified to you on your Assignment confirmation – under Working Pattern.
- b. If, by mutual agreement with the manager of the assignment and agreed in advance before the work is carried out, the temporary worker works in excess of 36.5 hours in any week, the temporary worker will be paid for the hours worked at the standard 'plain' time hourly rate. Workers should not work in excess of 48 hours per week, in line with the Working Time Regulations.

- c. Please note, an employee/worker at University of Exeter cannot have two jobs or assignments at the University (including occasional/temporary work) where the combined hours would be greater than full time i.e. 36.5 hours. In exceptional circumstances and where the additional role is significantly different from the employee's/worker's substantive role/assignment, there may be circumstances where this is allowable. Written justification must be made, and approval must be given by the Executive Divisional Director of HR Services. Please contact your HR Partner for more information.

## **8. Absence**

- a. If for any reason you are unable to work on a session that you previously agreed to work, then you must inform your assignment manager, or another senior member of staff, as soon as possible.

## **9. Sickness Absence**

- a. You may be eligible for Statutory Sick Pay (SSP) provided that you meet the relevant statutory criteria.
- b. If you are sick for more than 7 consecutive days (including non-working days and weekends) you must obtain a medical certificate or 'fit' note and send this immediately to the Temporary Resourcing Team.

## **10. Statutory maternity pay**

- a. A temporary worker who is working on assignment should notify the Temporary Resourcing Team as soon as they know they are pregnant or if they know they are

pregnant when they start an assignment. Where appropriate, the Temporary Resourcing Team will advise the manager of the assignment so that a risk assessment can be made.

- b. The temporary worker may be eligible for Statutory Maternity Pay provided that they meet the relevant statutory criteria.
- c. If the temporary worker is not eligible for Statutory Maternity Pay, they may be able to claim Maternity Allowance from the Department of Work and Pensions.

## 11. Annual Leave

- a. Your hourly rate/fee includes your pro-rata statutory entitlement to paid annual leave and bank holidays, as payment in advance of the period of leave.
- b. There is no additional entitlement in respect of University Closure Days which may fall during an assignment.
- c. If you are paid on an hourly rate then details of the part of your hourly rate which relates to paid leave and how this is calculated will be separately notified to you, and visible on your Payslips.
- d. If you are paid on a fixed fee for the duration of your assignment, then 12.07% of your fixed pay is payment for your annual leave entitlement. This will be stated on your assignment confirmation letter.

For hourly paid workers only:

- e. The holiday year commences on 1 January and leave cannot be carried forward to another year.

- f. Leave days may be taken by prior arrangement with the department in which the work is being carried out.
- g. During an assignment, the temporary worker is requested to give as much notification as possible of the days they wish to take as leave.

## 12. Termination

- a. The engagement will terminate at the end of the assignment without any further notice being given, unless previously terminated in accordance with the procedure referred to in 12b.
- b. The assignment may be terminated at any time prior to its anticipated expiry by either party giving the required statutory notice of one week where applicable. Statutory notice only applies after you have been working (under an assignment) for one month or more.
- c. If the temporary worker does not comply with the notification requirements should they be unable to attend work during the course of an assignment, this will be treated as termination of the assignment by the temporary worker unless the temporary worker can show that exceptional circumstances prevented them from complying with the notification requirements. Please see 8.
- d. If the Temporary Worker does not submit a claim for work for six months, the University of Exeter reserves the right to deactivate their record and issue a P45.

## 13. Right to work in the UK

- a. You should not undertake any work for the University unless you have the right to



work in the UK under current immigration legislation and you have provided to the University original copies of official documents giving evidence of your right to work, as required under the Immigration, Asylum and Nationality Act 2006, before commencing any work.

- b. If you have a visa which provides for limited leave to remain, you should not undertake any work for the University after the visa's expiry date without first providing the Temporary Resourcing Unit with evidence of your continued right to work in the United Kingdom.
- c. For additional information please see information on the Temporary Worker webpages at <https://www.exeter.ac.uk/staff/employment/tempworkers/casual/worker/>

## 14. Pension

- a. The government now requires employers to enrol their workers into a pension scheme. There are various eligibility requirements. If you meet these, you will be automatically enrolled into our workplace pension scheme for individuals engaged on a temporary basis and you will be notified of this.
- b. You can choose to opt out of the scheme if you want to, but if you stay in you will have your own pension which you can get when you retire.
- c. You can also choose to opt-in at any time if you meet the eligibility criteria.
- d. Further information can be found at <http://www.exeter.ac.uk/pensions/automaticenrolment/> or email: [payandbenefits@exeter.ac.uk](mailto:payandbenefits@exeter.ac.uk)

## 15. Health and Safety

- a. The temporary worker is responsible for complying with the Health and Safety policies and procedures of the University of Exeter and in the work area in which the assignment is based and take all reasonable steps to safeguard their own health and safety and that of any other person who may be present or be affected by their actions on the assignment.
- b. The manager of the assignment will advise the temporary worker of any risks to health and safety in relation to the assignment and the steps taken to prevent or control such risks.
- c. The temporary worker should ensure that they have read and are familiar with the Health & Safety guidance for working at the University of Exeter, by visiting <http://www.exeter.ac.uk/staff/wellbeing/safety/>

## 16. Mandatory Training

- a. People working for the University of Exeter are required to undertake mandatory training to ensure that we not only comply with regulations and the law, but also ensure that your knowledge, skills and understanding of these important areas are kept up to date, enabling you to work safely, effectively and confidently. Full details can be found on [our website](#).

## 17. Expenses

- a. Expenses should be claimed using this link: <https://www.exeter.ac.uk/departments/finance/paymentsexpenses/expenses/>
- b. Please note that expenses will only be paid if they are approved in advance,

reasonable, supported by receipts, allowable under the University of Exeter's Expenses policy and in line with HMRC guidance.

## 18. Confidentiality

- a. You must not use any confidential information, make or use any copies of any confidential information or disclose any information of a confidential nature relating to the University (or any of its associated partners) or any of its staff or students to any third party, during or after your assignment except in the proper course of your assignment or as required by English law. This does not apply to any confidential information which is or comes into the public domain other than through your unauthorised disclosure.
- b. Confidential information shall mean information in whatever form (including in written, oral, visual or electronic form) and wherever located relating to university business, staff, students, affairs and finances that is confidential to the University of Exeter and trade secrets relating to our business including technical data and know-how that you create, develop, receive or obtain in connection with your assignment, whether information is marked confidential or not.

## 19. Data Protection

- a. You are advised to read the University's staff data privacy policy at <http://www.exeter.ac.uk/privacy/staff/>.
- b. Further information is also available at <https://www.exeter.ac.uk/staff/gdpr/>

## 20. Intellectual Property Rights ("IP")

- a. If you undertake an assignment which is likely to or does result in your creating outputs, deliverables, or any other resulting material or data which is new ("Results") the University, as your 'employer' in respect of the assignment, will either automatically own such Results or is likely to seek to have ownership of the Results transferred to it, including any form of IP which subsist(s) or may subsist therein. The Results may be created as part of a research project, consultancy or other academic or educational activity; please ensure that you understand the terms of any such research agreement or other contract which may affect your assignment and the relevant IP ownership or use.
- b. In addition, please be aware that you may need to use existing third party owned content/IP during your assignment, which is likely to be subject to third party rights; please make sure that you are permitted to use such third-party content and IP before doing so.
- c. You are advised to read the Digital Learning Resources Policy at <https://www.exeter.ac.uk/departments/lxi/digitallearning/resourcespolicy/> regarding data protection and the removal and re-use of digital learning resources.
- d. If you are unsure about any IP related queries, including possible contract terms that might apply to your assignment, please contact your assignment manager,

who may be able to assist you or who can contact a colleague for further guidance.

## **21. Discipline and Performance**

- a. Minor shortfalls in performance or minor breaches of discipline (e.g. lateness, careless mistakes, lack of attention to detail/instructions/procedures) will be discussed with you by the manager of the assignment. You may be offered additional support, training, advice, guidance or counselling, as appropriate.
- b. In cases of more serious shortfalls in performance or breaches of discipline or repeated minor shortfalls/breaches, a manager in Human Resources will invite the temporary worker to a meeting to discuss the concerns. The temporary worker may be accompanied by a trade union representative or fellow worker. Following the meeting, the manager will write to the temporary worker advising of their decision. The manager may give the temporary worker a written warning or, where appropriate, may decide to terminate any current assignment.
- c. If the temporary worker is not satisfied with the decision, they may submit a written appeal to the Executive Divisional Director of Human Resources within one week of the notification of the outcome. The appeal should state the grounds on which it is made. The appeal will be considered by a manager nominated by the Executive Divisional Director of Human Resources who has not been previously involved. The outcome of the appeal will be notified to the temporary worker in writing and this decision will be final within the procedures of the University.

## **22. Grievance**

- a. If a temporary worker, has a grievance relating to their assignment, they should attempt, as far as is reasonably possible, to resolve the grievance informally through discussions with the manager of the assignment. The temporary worker may wish to seek advice from a trade union representative or, for issues covered by the Policy on the Protection of Dignity at Work and Study, a Harassment Adviser, to facilitate the informal resolution of their concerns.
- b. If the grievance cannot be resolved informally through discussions, because informal discussions are inappropriate or have failed to resolve the grievance, then the temporary worker should write to the Executive Divisional Director of Human Resources clearly stating the issue about which they are aggrieved and the remedy sought.
- c. The Executive Divisional Director of Human Resources will refer the grievance to another manager in Human Resources for consideration. Where appropriate, the temporary worker will be invited to a meeting to discuss their grievance and may be accompanied by a trade union representative or fellow worker. The manager considering the grievance will write to the temporary worker advising of their decision.
- d. If the temporary worker is not satisfied with the decision, they may submit a written appeal to the Executive Divisional Director of Human Resources within one week. The appeal should provide a full written statement of the grievance to be



considered, together with the remedy sought. The appeal will be considered by a manager nominated by the Executive Divisional Director of Human Resources who has not been previously involved. The outcome of the appeal will be notified to the temporary worker in writing and this decision will be final within the procedures of the University.

## 23. Bribery and Conduct

During every assignment, the Temporary Worker will:

- a. co-operate with the reasonable instructions and accept the direction, supervision and control of the manager of the assignment or other responsible person identified by the manager;
- b. comply with the rules, regulations and standards of the Faculty or Service in which the assignment is based and not engage in any conduct detrimental to the interests of the University of Exeter;
- c. Comply with the University's commitment to the prevention of bribery. Bribery or other improper conduct, both inside the United Kingdom and abroad, by employees or other individuals or organisations who perform services for or on behalf of the University will not be tolerated. For further information on what is meant by bribery and the University's Code of Conduct

please go to

<http://www.exeter.ac.uk/staff/employment/codesofconduct/bribery/codeofconduct/>

- d. comply with the University's Code of Professional Conduct: Policy on Staff/Student Personal Relationships at <https://www.exeter.ac.uk/staff/employment/codesofconduct/relations/staffandstudents/>

The policy promotes a safe, active University community where interactions between staff and students are a positive aspect of university life, for all its members, and clarifies the University's expectations regarding professional behaviour and respectful boundaries for staff and students.

## Additional terms for Temporary Staff Bank (TSB) workers only

### 1. Internal vacancies

If you have worked for a total of at least one month within the last three months and are currently within an assignment with the University at the time the vacancy appears then you are eligible to apply for an internal vacancy.

Owner:	HR Policy
Approved by:	HRSLT
Date approved:	2025
Equality Impact Assessment date:	Not required
Review date:	2028