Name:

(1) Your name will be held on a register of individuals who may be willing to perform work for the University of St Andrews from time to time (“Flexible Workers”). If you do not wish to be considered for flexible work by the University, you must inform Human Resources (Salaries) Salaries-cc@st-andrews.ac.uk as soon as possible and your record will terminate on the HR system.

(2) While on the register you will be eligible to be invited to undertake ad hoc work to carry out prescribed duties (“Assignments”) for the University. There is no guarantee that you will receive any such invitations, and the frequency and the duration of the Assignments or invitations to undertake Assignments will fluctuate according to the requirements of the University. Your placement on the register confers no employment rights whatsoever.

(3) Each offer of Assignment by the University which you accept shall be treated as an entirely separate and severable Assignment. The terms of this agreement shall apply to each Assignment but there shall be no relationship between the University and you after the end of one Assignment and before the start of any subsequent Assignment.

(4) The fact that the University has offered you an Assignment shall not confer any legal rights on you or create any obligation on you to accept the Assignment or any future Assignment which may be offered to you and, in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

(5) It is entirely at the University’s discretion whether to offer you any Assignment and it is under no obligation to provide Assignments to you at any time.

(6) The University reserves the right to offer you or not to offer you an Assignment at any time and is under no obligation to give any reasons for not offering an Assignment or any Assignments.

(7) Equally there is no obligation on you to accept any Assignment offered or to provide reasons for refusal.

(8) The University reserves the right to terminate an Assignment at any time. You will be paid for all time spent during the Assignment up to the time it is terminated.

(9) If you are under a student visa, you are responsible for ensuring that you do not exceed the statutory limits e.g. 20 hours per week during term time and 40 hours during the vacation period.
(10) You are entirely free to work for or provide services to any other organisation, or to do work on your own behalf, during any periods/hours when you have not agreed to undertake Assignments for the University. Equally, you are free to continue to perform work or provide services for another organisation during the period of any Assignment providing that doing so does not conflict with your performance of the Assignment that you have agreed to undertake.

(11) If you consider that your other commitments may impact upon your ability to perform an Assignment you must alert the University before accepting the offer of the Assignment.

(12) If you are carrying out ad-hoc tutoring, this has been offered to you as a development opportunity, on completion of any existing assignment, you will cease to be eligible to perform further assignments under this contract of services, when you are no longer a Student of the University (Eligible to Graduate).

(13) During periods when you are providing services to the University, you may have access to and be entrusted with confidential information. In respect of all such Confidential Information. You may not at any time (expect in the proper performance of our duties, and then only to those who need to know such information) or afterwards (otherwise than with the prior written consent of the University of as required by law) use or disclose any Confidential Information to any third party.

You should also ensure that all notes, memoranda and other records (including those stored on computer software) made by you whilst providing services to the University belong to the University and should be handed over to it upon request and in any event, at the end of any assignment.

(14) Your inclusion on the register of Flexible Workers is conditional upon:

i. Confirmation of your identity and eligibility to work in the United Kingdom via a Right to Work check

ii. A satisfactory Disclosure Scotland check, if necessary.

(15) Payment will be made at a fixed rate per hour only for the hours/days worked during the agreed Assignment. Pay rates will be linked to the Assignment that you undertake. An assignment letter will be issued to you at the outset of each agreed Assignment and you will be advised of the rate associated with the Assignment. Pay rates are eligible for a cost of living increase annually in line with University rates. Current rates of pay can be found at:

http://www.st-andrews.ac.uk/hr/SalariesandPensions/casualStaff/hourlyrates/

(16) Unless otherwise agreed, you will not be entitled to take annual leave and, therefore, in addition to the hourly or daily rate for the Assignment you will receive a further 12.07% gross holiday pay in lieu of annual leave.

(17) Subject to the eligibility requirements set out in the legislation in force from time to time, some Flexible Workers may be entitled to certain statutory leave and/or pay in the event of absence, for example:-
If you are sick for more than 3 days, you may be entitled to Statutory Sick Pay (SSP) on the 4th day and thereafter for 28 weeks if your AWE (average weekly earnings) are £118 or more.
https://www.gov.uk/statutory-sick-pay

- If you are absent from work due to sickness you must inform your Line Manager who will inform salaries-absence@st-andrews.ac.uk of the first day of absence

- When you return you must inform your Line Manager who should email salaries-absence@st-andrews.ac.uk to update your absence record

If you become pregnant you may be entitled to Statutory Maternity Pay (SMP).
https://www.gov.uk/maternity-pay-leave/eligibility

If you are the partner/child adopter/intended parent of a child, you may be entitled to Statutory Paternity Leave (SPL).
https://www.gov.uk/paternity-pay-leave/eligibility

Please contact Salaries for further information

(18) If you are over aged 22 and below State Pension Age, and currently earn over an agreed minimum per month, by law, the University must automatically enrol you into NOW: Pensions. However, you can elect to opt out. For more information, please refer to the Pensions webpage - http://www.st-andrews.ac.uk/staff/money/pensions/

(19) The University must verify that new workers are legally permitted to work in the UK. Please refer to the guidance notes or the HR website at https://www.st-andrews.ac.uk/staff/policy/immigration/ Right to Work documentation must cover the entire period of the agreement.

(20) A timesheet must be completed and submitted to the Manager responsible for that Assignment for processing prior to the stated cut off dates. Payment is made in arrears. The University will make all necessary deductions from the payment as required by law and shall be entitled to deduct from the payment or other payments due to you any money which you may owe to the University at any time. Timesheets and cut off dates can be viewed/downloaded at: www.st-andrews.ac.uk/hr/SalariesandPensions .

(21) In order to ensure our records are up to date, should you not accept an Assignment with the University for a period of 6 months, your details will be removed from our records. You are however free to re-register when offered a further assignment. Your prior failure to accept an Assignment shall not be taken into account when deciding whether to offer you further assignments.

(22) The data that the University collects about you, in the course of your working relationship with the University, will be held, electronically, for the purposes
of the administration and management of its staff and for compliance with applicable laws, procedures and regulations.

(23) The University may review its requirement for Flexible Workers from time to time and/or may update the terms on which it offers such Assignments. In the event of any changes to the terms on which it is prepared to engage Flexible Workers the University will advise you prior to or at the time of offering you further Assignments.

(24) The University reserves the right to offer Assignments on terms which differ from the terms set out in this agreement, but shall notify you of any difference in terms at the time of offering an Assignment.

(25) The University reserves the right to terminate this agreement without notice.

(26) This agreement constitutes the entire agreement and understanding between you and the University and supersedes any previous agreement between you and the University relating to casual, bank or flexible work (which shall be deemed to have been terminated by mutual consent).

(27) If you accept this offer to be registered as a Flexible Worker on the conditions set out above, please sign below and return this letter to me as soon as possible. I enclose a copy of this letter for your own records.

(28) Any concerns or grievance you have regarding your work environment, the conduct of your colleagues should be reported your Head of School in the first instance for resolution, if resolution is not reached you should refer the matter to Human Resources. In the event that any concerns are raised regarding your conduct. These will be investigated and addressed with you, as appropriate to the particular circumstances.

(29) You will be required adhere to the University Health and Safety policy, Equal opportunities policy, Dignity and respect at work policy and ICT regulations for the duration of each assignment of services.

I accept the offer to be registered as a Flexible Worker Contract for Services on the terms and conditions set out above

Signed: ................................................................. Date: ................................

Print Name: ........................................................................................................

Signed: ................................................................. Date: ................................
Head of School/Unit

Print Name: ........................................................................................................