**DRAFTING NOTE (TO BE DELETED PRIOR TO DOCUMENT BEING PROVIDED TO STUDENT):**

* *This precedent is only to be used for Student Ambassadors, for up to the maximum period that is set out in clause 1.1.*
* *As set out below, this is an offer of casual work, rather than an offer of employment; there is no obligation on the part of the University to offer work, and there is no obligation on the part of the student to accept work. The Department should ensure that it acts accordingly.*
* *The letter of engagement should only cover the period required, and should not by default to provided for a longer period (which in any event should be a maximum of 11 months).*
* *The hourly rate of pay set out in clause 4.2 should relate to an appropriate point on the casual pay spine and must not include any element of ‘rolled-up pay’*

[NAME OF STUDENT]
[ADDRESS OF STUDENT]

 [INSERT DATE]

Dear [NAME OF STUDENT]

**Services to the University of Oxford (“the University”)**

I am pleased to confirm the offer of casual work by the University.

The offer of work is subject to the presentation of original documentation to establish your right to work in the UK, which the University requires in order to comply with its duties under the Immigration, Asylum and Nationality Act 2006. It will remain your responsibility to ensure that you are able to present such documentation as and when requested from you. If the work will include hazard-specific/safety-critical duties it may also be subject to health screening.

**1. Type of work**

1.1. You will provide your services as Casual Student Ambassador as and when required and agreed for the temporary period of *[insert required period which should be the minimum necessary period and in all circumstances must be no more than 11 consecutive calendar months in total– see drafting note].* It is anticipated that you will be requested to assist with the [xxxxxxxx] starting [DATE], and any necessary preparation for the events, plus other ad hoc activities appropriate to your role as a student ambassador. It is anticipated that there would be a maximum of 30 days' work offered in total, but as described below there will be no guarantee of a minimum amount of work and the University may determine to offer less or no work depending on its requirements at the time.

1.2. You will not be an employee of the University. You may be offered work by the University during the temporary period specified above at its discretion, but there will be no obligation on the University to offer work or for you to accept it on any particular occasion. Further, the University is under no obligation to offer you further work after the expiry of the temporary period specified above nor are you under an obligation to accept such work should it be offered.

1.3. As regards the performance of your services, you will:

(a) be responsible to XXXXXXXXX (your “supervisor”) or as otherwise specified;

(b) at all times conform to health & safety rules and procedures and other relevant University rules, regulations and codes of practice as they apply to you as a worker providing services to the University.

1.4. No probation period applies to this engagement.

**2. Place of work and legal title**

2.1. You will provide your services at such locations as may be agreed from time to time with the University. The University’s address is University of Oxford, University Offices, Wellington Square, Oxford, OX1 2JD, United Kingdom.

The full legal title of the University is the Chancellor, Masters and Scholars of the University of Oxford.

**3. Days/Hours of work**

3.1. In respect of an offer of work which is made by the University and accepted by you, your hours and days 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. There are no terms and conditions relating to your days or hours of work and there are no normal working hours.

*Please be aware that 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 (if you are an undergraduate student) or year-round (if you are a postgraduate student). Paid and unpaid work within the University, for colleges, and for external organisations counts towards your permitted weekly hours. You will be asked to complete a declaration to ensure that you are not working in breach of these conditions.*

**4. Rate of Pay**

4.1. You will only be paid for hours that you work.

4.2. You will be paid at the rate of £xx.xx per hour [*see drafting note*], subject to:

1. deduction of income tax and National Insurance;
2. completion of appropriate timesheets, which are to be signed off by your supervisor on a weekly basis for payment through the monthly payroll; and
3. having already provided original documentation to establish your right to work in the UK.

4.3. All timesheets must be submitted promptly, but must be submitted within 20 weeks of undertaking the work and the University reserves the right to not pay for any work on timesheets submitted after this time period has elapsed.

4.4 Save as otherwise set out in this letter, you are not entitled to any paid leave or any other benefits during your engagement.

**5.                Annual leave**

5.1. Full-time staff are entitled to 5.6 weeks of paid leave (pro rata for part-time staff) in each complete leave year (inclusive of all public holidays and any locally agreed closure days) calculated in accordance with the Working Time Regulations 1998. Your holiday year runs from the start date of this engagement.

5.2. All accrued untaken holiday will be paid to you at the end of your engagement, and will be calculated on the basis of 12.07% of the remuneration you have earned during the engagement less any holiday pay already received in respect of holiday accrued and taken during the engagement.

5.3 If you have taken more holiday than your accrued entitlement at the date that your assignment engagement ends, the University shall be entitled to deduct from any payment due to you the excess holiday pay calculated on the basis set out above.

**6. Pension**

6.1. Subject to the University’s Statement of Pensions Policy and to the applicable pension scheme rules, both of which may be amended from time to time, you are eligible to join the appropriate University pension scheme, which is the National Employment Savings Trust (NEST).

6.2. In order to comply with the Pensions Act 2008, the University has a duty to automatically enrol or re-enrol into a qualifying pension scheme any eligible jobholder who is not already an active member of such a scheme. You are an eligible jobholder if you are aged between 22 and the State Pension Age, work, or ordinarily work, in the UK, and earn above the threshold set by government. If you are eligible, not already an active member of one of the University’s pension schemes, and have worked continuously at the University for three months or more, the University will enrol you and notify you in writing. You will have the right to opt out of the scheme. The pension scheme offered to casual workers by the University, NEST, meets or exceeds the qualifying standards set by the government.

**7. Other benefits**

7.1. If you are unable to work owing to sickness or injury during a period when you have agreed to work for the University you must notify [insert Departmental contact] of the reason for your absence as soon as possible and no later than by 9am on the first day of absence. You will receive any statutory sick pay (“SSP”) to which you may be entitled but you will have no entitlement under any University sick pay scheme. You must sign the relevant SSP form and comply with any notification requirements and procedures of which the University has made you aware.

7.2. You may qualify for statutory maternity, adoption, shared parental or paternity pay if you or your partner has a baby or adopt a child and you meet the statutory eligibility criteria, but you will have no entitlement under any University maternity, adoption, shared parental or paternity pay scheme.

7.3. For the avoidance of doubt, as you are not an employee of the University, you will not be entitled to any benefits or any paid leave other than those specifically set out in this letter.

**8. Notice**

8.1. This arrangement may be terminated at any time by either party giving to the other one week’s notice in writing to expire at any time. The University is under no obligation to offer and you are under no obligation to accept any further work.

**9.** **Confidentiality**

9.1. 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 during the currency of this arrangement (except in the proper performance of your casual duties, and then only to those who need to know such information) or afterwards (otherwise than with the prior written consent of the University or as required by law) use or disclose any confidential information to any third party and you must use your best endeavours to prevent the publication or disclosure of any such information. You should note, however, that these restrictions will not apply to information which has become available to the public generally, other than through unauthorised disclosure.

9.2. 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 and all periods of work.

**10. Data Privacy**

10.1. In order to comply with its contractual, statutory, and management obligations and responsibilities, the University is required to process personal data relating to you, including ‘special category’ personal data, as defined in the General Data Protection Regulation (’GDPR’) which includes information relating to health and racial or ethnic origin, and criminal conviction data. All such data will be processed in accordance with the provisions of the Regulation and related UK data protection legislation and the University Policy on Data Protection as amended from time to time. The term ‘processing’ includes the initial collection of personal data, the holding and use of such data, as well as access and disclosure, through to final destruction. We process your personal data for a number of purposes arising from your engagement, including because we have a contract with you, to comply with a legal obligation, where necessary to meet our legitimate interests and with your consent. Further information on what data is collected and the purposes for which it is processed is available at <https://compliance.admin.ox.ac.uk/staff-privacy-policy>.

## 10.2. You should inform the University if any personal data you have supplied changes during the course of your engagement. The University is required to take reasonable steps to ensure that any personal data it processes is accurate and up-to-date.

10.3. Your attention is also drawn to the statement in the University Policy on Data Protection that all staff who have access to, or use, personal data, have a responsibility to exercise care in the treatment of that data, to use it only in accordance with / following the advice and guidance issued by the University, and to ensure that such information is not disclosed to any unauthorised person. Any breach of this policy may constitute a disciplinary offence. The current University Policy on Data Protection is available at <https://compliance.admin.ox.ac.uk/data-protection-policy> and further guidance is available at <https://compliance.admin.ox.ac.uk/staff-guidance>.

**11. Intellectual Property**

11.1. By agreeing to the terms of this letter, you expressly agree that the terms of the University Statute and Regulations (see attached list of University Statutes and Regulations) relating to intellectual property apply to you; and that the University will be entitled in accordance with those terms to claim ownership of intellectual property which you produce while carrying out work for the University.

**12. Disability in the workplace**

12.1. The University's commitment to fostering an inclusive culture means that we recognise that people are different and work in different ways. If you are offered work and you have a disability or long-term health condition that might affect your ability to carry out the work you have been offered you should contact me, in confidence, before you start work to discuss this.  It is important that we understand any difficulties you may have so that we can help you and take any measures necessary to ensure you will be safe in the workplace. This might include making any ‘reasonable adjustments’ that you may need in your work.

12.2. You can find resources and information about support available to disabled staff on the Equality & Diversity Unit website at <https://edu.admin.ox.ac.uk/disability-support>.

**13. Codes of practice**

13.1. Your attention is drawn to the attached list of University Codes of Practice, Statutes and Regulations which will apply to your engagement. You are required to comply with these to the extent they apply to you as a worker providing services to the University.

**14. Collective Agreement**

14.1. There is no collective agreement which directly affects your engagement.

**15. Work outside the UK**

15.1. You will not be required to work outside the UK during the term of your engagement.

**16. Training**

16.1. No training is provided by the University in respect of your engagement.

**17. Disciplinary and grievance procedures**

There are no disciplinary and grievance procedures applicable, but if you are dissatisfied with any decision to terminate your engagement or you are unhappy with another decision or aspect of your work or the working relationship then you should contact the [NAME OF PERSON TO CONTACT] in writing. If the terms of this letter are acceptable to you, please sign and date the letter within 7 days.

Yours sincerely,

|  |  |
| --- | --- |
|  | [DEPARTMENTAL CONTACT]**[JOB TITLE]** |

*I accept the offer of casual work on the above terms. I confirm that I have read and understood the policies referred to therein. I understand that by signing this acceptance I am certifying that all the information given by me in the context of my application for this casual work is, to the best of my knowledge and belief, correct and complete. I acknowledge that if it is subsequently discovered that I have failed to disclose any significant information relating to my ability to carry out these duties and responsibilities in a satisfactory manner, or that I have provided false or misleading information about my qualifications, my previous experience, or any other matter relevant to my engagement, this may lead to disciplinary action and/or termination of my engagement. I understand that it is my responsibility to advise the University immediately of any change to my circumstances which may affect my engagement.*

|  |  |
| --- | --- |
| Signed: | «doc\_candidate\_signaturefield1\_signature» |
| Print Name: | «DOC\_CANDIDATE\_TEXTFIELD1\_TEXT» |
| Date: | «DOC\_CANDIDATE\_DATETIME\_AUTO»«doc\_candidate\_signedbyipaddress\_auto» |

**University Codes of Practice, Statutes and Regulations:**

Academic Integrity in Research
<https://hr.admin.ox.ac.uk/academic-integrity-in-research>

Data Protection: University Policy
<https://compliance.admin.ox.ac.uk/data-protection-policy>

University of Oxford Equality Policy
<https://edu.admin.ox.ac.uk/equality-policy>

Financial Regulations
<https://finance.admin.ox.ac.uk/financial-regulations>

Anti-Bribery Policy
<https://compliance.admin.ox.ac.uk/anti-bribery-policy>

Anti-Fraud Policy
<https://compliance.admin.ox.ac.uk/anti-fraud-policy>

Freedom of Information
<https://compliance.admin.ox.ac.uk/submit-foi>

Code of Practice on Meetings and Events (incorporating policy on Freedom of Speech)
<https://legal.admin.ox.ac.uk/statutes>

University Policy and Procedure on Harassment and Bullying <https://edu.admin.ox.ac.uk/university-policy-on-harassment>

Health and Safety: Statement of Health and Safety Policy
<https://safety.admin.ox.ac.uk/health-and-safety-policy>

Intellectual Property: University Statute and Regulations
<https://governance.admin.ox.ac.uk/legislation/statute-xvi-property-contracts-and-trusts> &
<https://governance.admin.ox.ac.uk/legislation/council-regulations-7-of-2002>

No Smoking Policy
<https://hr.admin.ox.ac.uk/statement-of-no-smoking-policy-including-vaping>

Public Interest Disclosure
<https://hr.web.ox.ac.uk/public-interest-disclosure-whistle-blowing-code-of-practice>

University Rules for Computer Use
<https://governance.admin.ox.ac.uk/legislation/it-regulations-1-of-2002>

Misuse of Alcohol and Drugs in the Workplace
<https://occupationalhealth.admin.ox.ac.uk/files/misuseofalcoholanddrugsintheworkplacepdf>

**University of Oxford**

**Enrolment in a University Pension Scheme**

The University offers membership of an appropriate pension scheme to all non-employees who have a contract personally to work for or provide services to the University and who are not undertaking the work as part of their own business. Membership is by automatic enrolment or by application.

**Automatic enrolment**

The law requires employers to assess their workers and automatically enrol those who are eligible into a workplace pension scheme. This applies to workers who are not already in a qualifying pension scheme and who

* earn more than £10,000 a year
* are aged between 22 and the State Pension Age
* work in the UK

Eligible workers will be automatically enrolled into the National Employment Savings Trust (NEST). NEST has been confirmed as a qualifying pension scheme, which means that it meets or exceeds the government’s standards.

As allowed by law, the University is postponing the date for your assessment and enrolment for three months. The postponed automatic enrolment date which applies to you, also known as the ‘deferral date’, is ***three months from the start date specified in this letter of engagement****.*

On this date we will assess your earnings and age and take into account where you ordinarily work. As a result of the assessment, one of the following will apply:

* **If on the deferral date you are already in one of the University’s pension schemes**, you will not be automatically enrolled.
* **If on the deferral date you are not already in a University pension scheme and you are aged 22 or over, under State Pension Age, work or usually work in the UK, and earn more than the PAYE tax threshold** we will enrol you into NEST from that date. You do not have to do anything – it will happen automatically. The University and you will both pay into this pension. You can choose to opt out of the scheme if you want to. We will write to you at your enrolment date with further information. If you wish, you have the right to join the scheme before your automatic enrolment date.
* **If on the deferral date you are not already in a University pension scheme and you are aged under 22, or over State Pension Age but under 75, or earn more than the Lower Earnings Limit (LEL) but no more than the PAYE tax threshold,** we will not automatically enrol you into NEST. This is because you do not meet the criteria set by the government. However, you will have the right to opt in to NEST if you want to. If you join, the University of Oxford and you will both pay into the scheme.
* **If on the deferral date you are not already in a University pension scheme and you are under 75 and earn less than the Lower Earnings Limit** we will not automatically enrol you into a pension scheme. This is because you do not meet the criteria set by the government. However, if you ask to join a pension scheme, we will arrange to enrol you into NEST.

**Joining now**

* If you want to join NEST now, contact NEST@admin.ox.ac.uk.

**What happens in the future?**

If you have joined one of the University’s pension schemes, or you are automatically enrolled and do not opt out, you will remain a member of that scheme and subject to its rules. If you are under 75, work or usually work in the UK, and earn over the Lower Earnings Limit a year the University must by law continue to maintain your membership of a scheme that meets certain government standards (as the schemes offered by the University do) and, if your membership of such a scheme ends (and it is not because of something you do or fail to do), we must by law immediately put you into another scheme that meets government standards.

If you are automatically enrolled and then opt out, or if you were an existing pension member who would otherwise have been automatically enrolled and you subsequently cease membership of a pension scheme, the University has a duty to assess you again at a later date and, if you remain eligible, re-enrol you in the appropriate qualifying pension scheme. This assessment and automatic enrolment duty will recur every three years for so long as you remain a worker aged under 75 who is not a member of a qualifying pension scheme.

If you are not in a pension scheme and are not eligible for automatic enrolment on this occasion, the University has a duty to continue to monitor your age and earnings and to take specified action if you reach one of the automatic enrolment thresholds.

* **If you are currently under 22 and do not join a pension scheme before you reach the age of 22.**  When you reach 22 we will assess your earnings. If you are earning more than the PAYE tax threshold you will be automatically enrolled into the appropriate qualifying pension scheme. You can choose to opt out if you want to, but, if you stay in, the University and you will pay into your pension every month. We will write to you at the time to give you all the information you need.
* **If you are currently earning less than the PAYE tax threshold, but your earnings go above that level in the future.** If you are 22 or over and under the State Pension Age, and ordinarily work in the UK, you will be automatically enrolled into the appropriate qualifying pension scheme. You can choose to opt out if you want to. If you pass this level of earnings, but are aged under 22 or over the State Pension Age, you will not be automatically enrolled, but you will have the right to join the appropriate qualifying pension scheme if you want. If this happens, we will write to give you all the information you need.
* **If you are currently earning less than the Lower Earnings Limit, but your earnings go above that level in the future.** If you start to earn more than the Lower Earnings Limit, but no more than the PAYE tax threshold a month, you will not be automatically enrolled, but you will have the right to opt in to the appropriate qualifying pension scheme if you want. If this happens, we will write to give you all the information you need.

**Further information**

Information on NEST is available from:

* NEST website: [www.nestpensions.org.uk](http://www.nestpensions.org.uk)
* University Pensions Office: NEST@admin.ox.ac.uk, or tel:01865 616144

Further information on pensions and saving for later life is available through:

* Government pensions website: [www.gov.uk/workplacepensions](http://www.gov.uk/workplacepensions)
* University pensions website: <https://finance.admin.ox.ac.uk/pensions>

Financial advice on pensions and other matters must be obtained from an Independent Financial Adviser.