

Casual Hours Agreement

Parties:

(1) Casual Worker: Noah Collins ("You/Your/Yourself")

(2) Company Name: Imperial College London, Faculty Building, Level 1, South Kensington Campus, London, SW7 2AZ ("the College")

(each a "Party", together "the Parties")

Agreement Overview

The College cannot always predict the exact staffing levels it will require. The College therefore requires casual workers because of the fluctuating demands of the business. It is entering into this Agreement to record the terms on which the working relationship is entered into.

This document is a statement of the terms of your engagement as a worker as required by section 1 of the Employment Rights Act 1996. You have the status of a worker and are not an employee. This means that you do not have the same terms and conditions, protections, or obligations as someone who works as an employee.

1. Status of Agreement and no presumption of continuity

This Agreement governs your engagement from time to time by the College as a casual worker. This is not an employment contract and does not confer any employment rights on you (other than those to which workers are entitled). In particular, it does not create any obligation on the College to provide work to you and you will work on a flexible, "as required" basis.

Each offer of work by the College which you accept shall be treated as an entirely separate and severable engagement (an "assignment"). The terms of this Agreement shall apply to each assignment but there shall be no relationship between you and the College after the end of one assignment and before the start of any subsequent assignment.

It is entirely at the College's discretion whether to offer you work and it is under no obligation to give any reasons for its decision to offer or not offer work. The fact that the College has offered you work, or offers you work more than once, shall not confer any legal rights on you and, in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

2. Entitlement to work

Before offering you any work, the College will need to inspect certain original documents to satisfy itself that you are legally entitled to work in the United Kingdom (UK). If you require further information regarding this aspect, please contact the College's Casual Worker Team. By signing this Agreement, you confirm that you are legally entitled to work in the UK without any additional immigration approvals and you agree to immediately notify the College, in writing, if, at any time and for any reason, you are no longer legally entitled to work in the UK or there are restrictions on your engagement.

3. Start Date

Your start date is 10th July 2023. We will notify you of the start date of any subsequent assignment.

4. The services to be carried out

Your job title and duties can be found on the Assignment Confirmation letter enclosed.

The precise description and nature of your work may be varied with each assignment and you may be required to carry out other duties as necessary to meet operational needs. You will be informed of the requirements at the start of each assignment.

5. Arrangements for Work

No probationary period applies to your engagement.

Your Manager will notify you in advance of each assignment of the work required and the duration. You are under no obligation to accept any work offered by the College at any time.

6. Place of work

The College may offer you work at various locations as specified below. You will be informed of the relevant place of work in advance of each assignment.

- Imperial College London, Exhibition Road, London, SW7 2AZ
- Imperial College London, White City Campus, 80–92 Wood Lane, London W12 0BZ
- Imperial College London, White City Campus, 68 Wood Lane, London W12 7TA
- Charing Cross Hospital Reynolds Building, St Dunstan's Road, London W6 8RP
- St Marys Hospital, Praed Street, London W2 1NY
- Chelsea & Westminster Hospital 369 Fulham Road, London SW10 9NH

- Royal Brompton Hospital Dovehouse Street London SW3 6LY
- Silwood Park Buckhurst Road, Ascot, Berks, SL5 7PY

On occasion, off-campus work might be offered

You will not be required to work outside the UK

7. Hours

You have no normal hours of work and you will be offered work on an "as required" basis. Your hours will vary according to the needs of the College and your availability to work.

The College will notify you of the days and hours that you will be offered work in advance of each assignment on the Assignment Confirmation letter. The College is under no obligation to provide you with work, or to provide you with a minimum number of hours work each day or week.

You will be entitled to an unpaid break(s) totalling one hour where you are required to work more than six hours in any one day.

As the terms of this Agreement do not preclude you from carrying out work for other employers, you are responsible for ensuring that you take adequate rest breaks before and after carrying out assignments for the College.

Your hours of work are governed by the Working Time Regulations 1998, which limit your average weekly working time to 48 hours. You will have been given the option either at the date on which you joined the College's casual worker register or at the date of signing this Agreement (whichever is later) to opt-out of the 48-hour limit on a week's work. If you chose to opt out but later change your mind and wish to re-apply the limit to your personal working week, you should give a minimum of three months' written notice to the College's Casual Worker Team. The College must ensure that it does not offer assignments which would result in working for more than 48 hours in any week to those who have not opted out; therefore, those who have the 48-hour limited applied must keep the College informed of the hours that they work for third parties so that it can comply with this obligation.

By signing this Agreement, you are confirming that you are responsible for ensuring that you adhere to any conditions and restrictions of your visa and therefore will only accept assignments that do not exceed weekly hours permitted.

8. Pay and Holidays

The College will notify you of the rate of pay in advance of each assignment on the assignment confirmation letter.

You can find the pay scale used for casual workers at this link: [Casual Worker Pay scale](#)

For some specific roles where equivalents do not already exist at the College, Managers are able to set rates of pay outside of this scale. In these cases, the basic rate per hour plus holiday pay per hour will be clearly shown to you in advance of that assignment and on your payslip.

You will only be paid for the hours that you work. You will be paid monthly in arrears on or about the 24th of each month directly into your bank or building society account for the hours worked in the previous month.

You will be required to confirm the start and finish of each assignment. Your earnings will be calculated in accordance with the authorisation of your timesheets by your Manager.

The College will make all necessary deductions from your pay as required by law. The College shall also be entitled to deduct from your pay or other payments due to you any money which you may owe to the College at any time.

You are entitled to the equivalent of 5.6 weeks' annual leave during each holiday year (including all bank holiday entitlements), calculated on a pro rata basis dependent on the number of hours that you actually work. The College's holiday year runs from 1 February to 31 January.

Your holiday entitlement is therefore equivalent to 12.07% of the hours that you actually work in each holiday year. The College pays a monthly supplement to your salary which is equivalent to 12.07% of your normal hourly rate. *The monthly supplement will vary according to the number of hours that you actually worked in that month.*

At the end of each assignment you are expected to take the statutory annual leave that you have accrued and been paid for as holiday.

9. Status and Liability

The Parties agree that you are not an employee of the College and that nothing in this Agreement is intended by the Parties to render you an employee of the College and you agree that you will not hold yourself out as such.

You agree that you are not entitled to benefit from or participate in any policies, schemes or other arrangements which exist for the benefit of employees of the College.

10. Workplace Pension

To help people save more for their retirement, the government now requires employers to enrol their workers into a workplace pension scheme. If you meet the following criteria, you will be enrolled into a pension scheme:

- earn over £833 in any month
- are aged 22 or over; and
- are under State Pension age

There may be some months when you earn nothing at all from us, so because of this we will postpone assessing your eligibility for pension scheme membership until the third month you receive pay. If you then meet the criteria above, you will be entered into a workplace pension

scheme and we will confirm this to you in writing. You may opt out if you wish, and information will be provided showing you how to do this.

If you do not meet the criteria above but wish to be entered into a workplace pension scheme, please contact pensions@imperial.ac.uk who will arrange this for you.

11. Benefits

You are not entitled to any benefits during your engagement.

12. Sickness

If you have accepted an offer of work but are subsequently unable to work the hours agreed due to sickness, you should notify your Manager as soon as possible.

As is set out at clause 8 above, you will only be paid for work actually carried out and will not be entitled to any payment should you be unable to work any agreed hours due to sickness or for any other reason.

However, if you satisfy the [qualifying conditions](#) laid down by law, you will be entitled to receive statutory sick pay (SSP) at the prevailing rate in respect of any period of sickness during an assignment, but you will not be entitled to any other payments from the College during such period. For SSP purposes, your qualifying day will be the first day after the three waiting days of sickness.

You are not entitled to any other paid leave.

13. Training

Prior to or during each assignment, the College will provide any necessary training required to undertake the assignment.

14. Safety

When you are working, you are expected to adhere to the College's safety procedures. A copy of the College's Safety Policy can be obtained at [Health & Safety Policy](#)

15. Disciplinary and Grievance Procedures

There are no disciplinary and grievance procedures that are applicable, but if you are dissatisfied with the decision to terminate this Agreement or are unhappy with another aspect of your work or the working relationship, you should speak to your line manager or contact the Casual worker team in the first instance.

16. Confidentiality

It is a condition of your engagement that you must, during and after each assignment and at all times after the end of your engagement by the College, preserve the confidentiality of any personal and/or sensitive information which is made available through the course of your work, whether directly or indirectly. This applies to information about current or prospective staff or students, and applies to information about any person with whom contact is made during the course of your engagement.

If you are engaged to work on an externally funded research project you agree to be bound by the terms and conditions of the funder and any other relevant agreements pertaining to confidentiality in addition to the requirements in this section.

17. Intellectual Property

You hereby assign to the College all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the services carried out for the College. You agree promptly to execute all documents and do all acts as may, in the opinion of the College, be necessary to give effect to this clause 17.

You hereby irrevocably waive all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works.

Notwithstanding the above, the College waives its claim to copyright in any teaching materials, textbooks and research publications (save where such works have specifically been commissioned by the College or are copyright protected works arising from research such as computer software, databases or other copyright materials with commercial potential). In these circumstances you may publish these works to your own benefit. The College will automatically receive an implied worldwide royalty-free licence in perpetuity entitling it to use all such materials for the purpose of research and teaching by the College itself, in all media. It is your responsibility to make any publisher, or any other party interested in the publication of such materials aware of this licence.

If you are engaged to work on an externally funded research project this waiver may be limited by the terms and conditions of the funder, contract or other collaborative agreement as it pertains to intellectual property

18. Data Protection

You are expected to comply with the principles contained within the General Data Protection Regulation and the College's Data Protection Policy. The College will collect, process and store personal information/data manually and on computers for the purposes of the College's engagement with you, because it is necessary for the College's legitimate interests (except where these interests are overridden by the interests, fundamental rights or freedoms of the affected data subjects) which include the College's interests in running the College in a

professional, sustainable manner, in accordance with all relevant legal and regulatory requirements, for compliance with the College's legal obligations and/or as part of the College's public interest task. Further details of how the College will process your personal information/data are set out in the Privacy Notice for Staff and Prospective Staff at: [Privacy Notice for Staff & Prospective Staff](#)

19. Collective Agreements

There is no collective agreement which directly affects your engagement as a worker.

20. College Policies and Procedures

As a casual worker, you are required to read and familiarise yourself with the College's policies and procedures that are applicable to casual workers, as amended from time to time. You will be expected to comply with these throughout the duration of each assignment with the College. They are not contractual and do not form part of this Agreement. Information about the relevant policies and procedures that apply to casual workers can be found at [Policies](#)

21. Termination or changes to conditions of the Agreement

As the College is under no obligation to offer you work and you are under no obligation to accept work offered to you, either Party may terminate this Agreement at any time without notice.

However, as a matter of courtesy, the College will try where possible to inform you should it no longer wish to offer you work and you are asked, albeit not obliged, to inform the Casual Worker Team if you no longer wish to accept work from the College.

The College may review its requirement for casual workers from time to time and/or may update the terms on which it offers such work. In the event of any changes to the terms on which it is prepared to engage casual workers the College may terminate this Agreement with immediate effect by giving notice to you and you may, at the College's absolute discretion, be offered a new agreement for casual work.

The College has the right to terminate this Agreement immediately if it reasonably considers that you have committed any serious breach of its terms or committed any act of gross misconduct. Examples of gross misconduct might include (but are not limited to) dishonesty, theft, fighting, misuse of drugs or alcohol or any other acts/omissions which might bring the College into disrepute.

For the avoidance of doubt, on the termination of this Agreement (howsoever caused) you will not be entitled to any further payments from the College other than any outstanding earnings and holiday pay for assignments worked.

I have read, understand and accept the terms set out above.

Signed [**individual**]: Noah Collins

Date: 4th July 2023

Signed [**College**]:

A handwritten signature in black ink, consisting of a large loop followed by a series of horizontal strokes.

Cherelle Williams

Date: 3rd July 2023

Subject to Standard Terms and Conditions outlined in Casual Hours Agreement

Dear Noah Collins

Assignment Confirmation Letter

This letter, together with the Casual Hours Agreement which is enclosed, sets out the terms of the contract between you and the College during your engagement. This is not an employment contract and does not confer any employment rights on you (other than those to which workers are entitled).

Please find details below of your next assignment and the services to be carried out:

You will be offered assignments as a GTA – Lower rate from 10th July 2023-18th September 2023

Earth Science and Engineering Teaching Support: Graduate Teaching Assistant – Lower rate			
Duties	Basic Rate	Holiday Pay	Total Hourly Rate
<ul style="list-style-type: none">• Providing support to academic staff to assist with teaching activities• Conducting laboratory demonstrations as guided by academic staff• Supporting delivery of tutorials and seminars• Providing support to students and ensuring health & safety guidelines are adhered to• Undertaking duties as directed by your Manager within the scope of the role• The precise description and nature of your work may be varied with each assignment you may be required to carry out other duties as necessary to meet	£17.11	£2.07	£19.18

business needs. You will be informed of these requirements at the start of each assignment by			
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Please note exact days and hours of work to be agreed between yourself and your Manager based on business need and availability.

For details about other roles which the College may offer from time to time [please click here.](#)