UNITEMPS

www.unitemps.com

**Temporary Workers Agreement**
**(Contract for Services)**

1. In these terms of engagement:

   a) "Assignment(s)" means the temporary services and period during which you are supplied to render services to the Client.
   b) "Assignment Statement" means the statement of terms for any specific Assignment.
   c) "Client" means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act 2006.
   d) "Confidential Information" means information relating to the business, management systems, finances, transactions and affairs of us or of any Client and of suppliers and prospective suppliers and details regarding the remuneration of employees and/or temporary workers, their experience and other information relating to those employed or engaged by us or the Client; or any information which is identified to you by us or a Client as being confidential or secret in nature or which ought reasonably to be regarded as confidential.
   e) "Data Protection Legislation" means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the Data Protection Act 2018 ("DPA") and the General Data Protection Regulation (EC) 2016/679 (the "GDPR") and all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the Information Commissioner's Office (the "ICO") (or equivalent regulatory body) from time to time;
   f) "Intellectual Property" means copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, mask works, utility models, domain names and all similar rights and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing.
   g) "Temporary Worker" means you or your who is party to this Agreement.
   h) "Type of Work" means the type of work Unitemps would expect to supply for you as the Temporary Worker. All Unitemps Assignments are advertised via vacancy notices on the Unitemps website and your application to any of these online will be deemed to indicate your interest in being supplied for that Type of Work. The Type of Work for each Assignment will be confirmed in the Assignment Statement.
   i) "Unitemps" means we, us or our, who are an employment agency and employment business of the University of Leicester, University Road, Leicester LE1 7RH.

2. These terms together with the Assignment Statement constitute the entire agreement ("the Agreement") between you and us and supersede any previous agreements or understandings.

3. Where you are offered (and you accept) an Assignment with us, you agree that this Agreement governs each individual Assignment undertaken by you. If you decline to accept any Assignment or do not attend work for any reason during an Assignment, no contract shall exist between you and us. You accept that each offer of Assignment by us shall be treated as an entirely separate and severable Assignment and that there shall be no relationship between you and us after the end of one Assignment and before the start of any subsequent Assignment.

4. There is no obligation on our part to offer you, or to consider offering you, an engagement or Assignment and there is no obligation on your part to accept any engagement or Assignment offered. Any engagement or Assignment will be of a temporary nature and we do not and cannot guarantee any further engagement or Assignment once it has ended. If you wish to be considered for further engagements or Assignments we encourage you to apply for them via our website.

5. If you are successfully placed in an Assignment with one of our Clients, you will be engaged on a contract for services for the duration of that engagement. This Agreement or any Assignment does not give rise to a contract of employment between you and us or between you and the Client with whom you are placed. You will also be entitled to work for yourself or for any other person or business, as an employee, worker, consultant or for yourself, provided it does not conflict with your work on any Assignment. You will be a "worker" under the Working Time Regulations (see clause 11).

6. If you are successfully placed in an Assignment with one of our Clients, the Client may access your references, which will have been provided to us.

7. The Assignment Statement supplied to you at the commencement of each Assignment will set out:

   a) The identity of the Client and if applicable the nature of their business.
   b) The Type of Work (this will correlate with the advertised vacancy notice on the Unitemps website for which you may have submitted an online application), location and hours you are likely to be required to work.
   c) Any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control those risks. Health surveillance may be required by law if your role exposes you to noise, vibration, solvents, fumes, dusts, biological agents, animals, insects, radiation or other substances hazardous to health. Fitness for work screening may be required if work is safety critical, involves work with

NHS patients, laboratory work with pathogens or human tissue, driving or operating machinery. If your role involves exposure to any physical or psychological health hazards or require a minimum standard of fitness to work your line manager may need to arrange health clearance; they will need to complete a HS1 form and send this to Occupational Health on your behalf.

d) What experience, training, qualifications, and any authorisation required by law or a professional body, that the Client considers necessary or which are required by law to work in the Assignment.

e) The date the Assignment is to commence and wherever possible its likely duration. The very nature of temporary work, however, means that its duration can often be unpredictable and will depend on Client need. We will of course endeavour to give you as much notice as possible of any decision to end an engagement. You acknowledge that the nature of temporary work means there may be periods when no suitable work is available and you agree that we shall not incur any liability to you if we do not offer you opportunities to work, and that no worker contract shall exist between us and you during periods when you are not working on an Assignment.

8. The Assignment Statement, notified to you on a per Assignment basis, will set out what hourly rate of pay you will be entitled to receive. This will never be below the Statutory Minimum Wage. The relevant hourly rate of pay will be advertised on the vacancy notice on the Unitemps website and will be reconfirmed to you at the outset of each Assignment for which you are engaged. You will receive other enhancements to your pay, for example overtime or expenses, only if they are contained in the Assignment Statement or otherwise agreed in advance with the workplace manager at the Client. During the course of an Assignment, you may be invited to attend training, social or celebration events along with employees of the Client with which you are placed. Such invitations do not affect the status of the contract for services between you and Unitemps, under which the Assignment operates, therefore despite such invitations you will not be deemed to be a temporary employee of the Client.

9. Once you have signed appropriate payroll documentation, Unitemps makes payment to you by direct transfer into your bank account normally on a monthly basis, payable on the last working day of every month. Your workplace manager must approve timesheets for work undertaken the previous week via Unitemps for approval by Monday lunchtime of the following week. Unitemps is required to make deductions in respect of PAYE pursuant to Sections 44-47 Income Tax (Earnings and Pensions) Act 2003, Class 1 National Insurance Contributions and any other deductions which it may be required by law to make. Payslips will be available to you via our Epay system on a monthly basis.

10. You will need to submit timesheets by Monday 12 noon at the latest for any work undertaken in the previous week. This is done by logging in to the Unitemps website, going into your current job, adding a timesheet and entering the relevant hours. Your workplace manager will

then confirm these hours with us. You also have the capacity to print out a copy for your own records. It is your responsibility to submit your timesheets as soon as possible after work has been completed so that we can ensure you are paid promptly and our Clients are billed appropriately. For the avoidance of doubt and for the purposes of the Working Time Regulations, your working time shall only consist of those periods during which you are carrying out duties or activities on behalf of the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of your working time for these purposes, unless otherwise agreed. Any queries or discrepancies should be notified to your local Unitemps office as soon as possible to enable investigation with our Client.

Unitemps will investigate without undue delay any situations arising whereby timesheets submitted by the Temporary Worker fail to be approved by the Client and will endeavour to keep to a minimum any delay in payment for hours actually worked. Once verified, Unitemps will pay the Temporary Worker for all hours worked regardless of whether Unitemps has received payment for these hours. No payment shall be made for hours not worked.

11. Under the Working Time Regulations 1998, you are deemed a "worker" and are entitled to 28 days paid leave per annum (pro rata) inclusive of statutory and public holidays. After 12 weeks of service, additional contractual holiday entitlement may also accrue dependent on the holiday entitlement of the Client.
    a) Your entitlement to holiday leave accrues with each hour that you work on any Assignment. The Unitemps holiday year runs from 1 January through to 31 December. Holiday entitlement cannot be carried forward to future holiday years.
    b) If you wish to take holiday, you will need to agree in advance any holiday periods with your workplace manager, giving the required period of notice as specified by them.
    c) Your entitlement to payment for annual leave accrues in proportion to the amount of time worked on Assignment during the pay period at the rate of 12.07% and will be paid out automatically with payroll.
    d) Under the Agency Worker Regulations, on completion of the qualifying period set in the regulations you may be entitled to paid annual leave in addition to your entitlement to paid annual leave under the Working Time Regulations and in accordance with clauses 11(a) and 11(b). Your entitlement to payment for additional annual leave accrues in proportion to the amount of time worked on Assignment and will be paid out automatically with payroll.
    e) The amount of payment which you will receive in respect of periods of annual leave accrued during an Assignment will be calculated in accordance with and paid in proportion to the amount of annual leave you have accrued whilst on the assignment. This will be based on the number of hours which you have worked on Assignment.
    f) Where a bank holiday or other public holiday falls during an Assignment and you do not work on that day, the bank or public holiday is counted as part of your paid annual leave

entitlement.

g) None of the provisions of this clause regarding paid leave entitlement shall affect the status of the contract for services between you and us.

12. You may be eligible for Statutory Sick Pay provided that you meet the relevant statutory criteria. If you wish to claim SSP you will be expected to complete a Self-Certification to cover the first 7 days of absence and thereafter must supply a doctor's certificate. These should be sent to your local Unitemps office. If for whatever reason you are unable to attend work, you must telephone your workplace manager at the Client and/or your local Unitemps office as soon as possible but no later than one hour minimum before your shift is due to start.

13. Whilst undertaking Assignments, we expect you to adhere to professional standards of conduct, respecting confidentiality of any information you come into contact with and keeping both Unitemps and your workplace manager at the Client fully informed of any problems encountered. You are not obliged to accept any Assignment we offer, but if you choose to do so, during every Assignment and afterwards where appropriate you will:

a) Co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any reasonable person in the Client's organisation.

b) Observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which you might reasonably be expected to assent.

c) Take all reasonable steps to safeguard your own health and safety and that of any other person who may be present or be affected by your actions on the Assignment and comply with the health and safety policies and procedures of the Client.

d) Not commit any act or omission constituting unlawful discrimination, harassment, sexual harassment or victimisation of any person, including (without limitation) any member of Unitemps staff, the Client's staff, other workers, contractors, customers, visitors or members of the public. You must also comply with all applicable equality, dignity at work, anti-bullying and anti-harassment policies and procedures of the Client, including any policies relating to the prevention of sexual harassment and cooperate with any investigation into alleged misconduct.

e) All intellectual property conceived or made by you (either alone or with others) in the course of any Assignment will belong to the Client and you must assign all interest in any such intellectual property to the Client or its nominee.

f) If requested to do so, you must execute any documentation which the Client may deem necessary to give effect to this provision.

g) Not engage in any conduct detrimental to the interests of the Client or Unitemps.

h) Without prejudice to any rights you may have under Part IVA Employment Rights Act 1996 (with respect to protected disclosures), you shall not, either during an Assignment (except in the proper performance of your duties) or at any time after it ends, without the prior written approval of us or the Client, use Confidential Information for your own benefit or for the benefit of any other person, firm, company or organisation (other than

us or the Client as the case may be), or directly or indirectly disclose Confidential Information to any person (other than any person employed by us or the Client whose province it is to have access to that Confidential Information), including information of a financial or commercial nature, or information relating to Unitemps' or the Client's employees or business affairs. This restriction shall cease to apply to any information or knowledge which may come into the public domain after the termination of your employment, other than as a result of unauthorised disclosure by you or by any third party.

i) On completion of the Assignment or at any time when requested by the Client or us, return to the Client (or, where appropriate, to us) any Client property or items provided to you in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.

14. If, either before or during the course of an Assignment, you become aware of any reason why you may not be suitable for an Assignment, you shall notify Unitemps without delay. If you have previously worked for the University of Leicester and have left after signing a Settlement Agreement, you cannot usually apply for a position and/or work in a position with the University (either in an employed, self-employed, agency, temporary e.g. Unitemps or consultancy capacity) at any time after the date of this Settlement Agreement. If you have any queries regarding this you must contact a HR Business Partner in the HR Division before you undertake any further work at the University.

15. If you feel you may require or benefit from reasonable (workplace) adjustments related to disability/health condition or if you require a Personal Emergency Evaluation Plan (PEEP), you must contact us at unitemps@le.ac.uk for student roles or unitempsstaff@leicester.ac.uk for all professional, academic or research based roles, at your earliest convenience. This will enable a timely Occupational Health Appointment so that necessary arrangements are in place when you commence your employment.

16. As you are engaged under a contract for services, there are no disciplinary or grievance procedures of the Client (other than general rules of the Client - see clause 13) or Unitemps which apply to your engagement under this Agreement or under any Assignment. However, any concerns you have about your Unitemps Assignment should be put in writing to Shazia Judge unitempsstaff@leicester.ac.uk (Teaching, Research and Professional Services roles) or Laura Thompson unitemps@leicester.ac.uk (Student roles), for investigation. The Client will be entitled to terminate an Assignment immediately for any reason (see clause 17).

17. Termination:

a) Unitemps may terminate this Agreement or any individual Assignment at any time without prior notice or liability.

b) You may terminate this Agreement or any individual Assignment at any time without prior notice or liability.
c) You acknowledge that the continuation of any Assignment is subject to and dependent on the continuation of the relevant agreement between us and the Client and that, if that agreement is ended for any reason, the Assignment will also cease with immediate effect, without any further liability from us to you, except for payment for work done to the date the Assignment ends.
d) If you do not inform the Client or Unitemps should you be unable to attend work during the course of the Assignment, in accordance with Clause 12 above, this will be treated as your termination of the Assignment unless you can show that exceptional circumstances prevented you complying with Clause 12.

18. Unitemps reserves the right to remove from its register anyone found to have engaged in violent, abusive or insulting behaviour towards any member of Unitemps staff or those of its Clients. Where we are aware that a Temporary Worker is engaged in any dispute with the University of Leicester, any of its subsidiaries, or any of our Clients, Unitemps also reserves the right to remove that Temporary Worker from its register, pending the dispute resolution.

19. Eligibility to work:

a) It is your responsibility to ensure that you have the necessary visas, licences, permits and/or qualifications in order to carry out any Assignment and to work in the United Kingdom. You must provide Unitemps, upon request, with such information and documentation as may reasonably be required to verify your identity, right to work in the United Kingdom and any relevant licences, permits, registrations or qualifications. You must immediately notify Unitemps of any change to your immigration status, right to work, visa conditions, licences, permits, registrations or qualifications that may affect your ability to undertake an Assignment.
b) We reserve the right to terminate this Agreement, withdraw or terminate any individual Assignment or to remove you from our register, if you fail to provide us with satisfactory evidence of your right to work, licences, permits, registrations or qualifications when requested, fail to provide satisfactory references or otherwise fail to provide documentation required to verify your eligibility to work in the United Kingdom.
c) Where you are applying to carry out work regulated by the Safeguarding Vulnerable Groups Act 2006, the Assignment is made subject to verification from the Disclosure and Barring Service (DBS) and Unitemps that you are eligible to undertake such work.
d) You are obliged to notify Unitemps as soon as practicable in writing of any subsequent additions to your criminal record from the date of the disclosure from the Disclosure and Barring Service until the termination of the Temporary Assignment.

20. Data Protection:

We shall comply at all times with the Data Protection Legislation, and any relevant replacement/subsequent European and/or UK privacy legislation, for the purposes of performing our obligations and exercising rights under the terms and conditions stipulated above, and shall not perform our obligations under this contract for services in such a way as to cause breach of any of our obligations under the Data Protection Legislation.

You acknowledge that we must process personal data about you in order to properly fulfil our obligations under these terms and as otherwise required by law in relation to your Assignments in accordance with the Data Protection Legislation. Such processing will principally be for personnel, administrative and payroll purposes.

You warrant that in relation to these terms and conditions, you shall comply strictly with all provisions applicable to you under the Data Protection Legislation and shall not do or permit to be done anything which might cause us or the Client to breach the Data Protection Legislation.

21. **Mandatory Training e-Booklet**

You must read and understand the linked e-Booklet, summarising the content of the Mandatory Training. *An exception to this requirement is those on a Unitemps contract for a total of less than one week within any six-month period AND where not required to use a Staff IT Account for (any of) the paid role(s) being undertaken.*

The e-Booklet links to an e-Form that you must complete to confirm that you have read and understood the content of the e-Booklet within a week of receiving your University Staff IT Account Username or Employee ID Number, whichever is the soonest.

It should be noted that sections of the e-Booklet must be re-read/understood, and this again confirmed via the e-Form, at either a 12 month or three-year refresh frequency, if you are still engaged or are re-engaged (within 12 months) by the University. It is also important to note that the e-Booklet represents a minimum level of training for the subjects covered, and so where the nature of the work you are to undertake on behalf of the University is high risk in relation to these subjects, further advanced training might be required.

22. **Teaching and Research staff only**

The University of Leicester provides a lecture capture service for students which automatically records tutor-led, centrally timetabled teaching events. Default recordings capture the display screen and audio. Recordings are subsequently expected to be made available in the virtual learning environment (VLE) to students on the module for whom the event was intended. In order to enable publication in the VLE and for this specific purpose only, staff are required to assign and waive their performer's rights. By receiving these terms and conditions you have;

a) acknowledged and agree that the recordings of your lectures and your image within those recordings will be used only for the teaching and educational purposes of the University and that the University will not sell, re-use for other purposes or otherwise distribute recordings of your lectures without your permission.
b) provided a perpetual, irrevocable and exclusive licence under any performance rights you have or may have in the future to the University of Leicester to make recordings of your lectures and to use and publish and communicate them as set out in the University of Leicester Reflect policy and guidelines and for teaching and educational purposes of the University, for the duration of your contract with the University.

These conditions will be augmented with a specific Assignment Statement via email or letter outlining reporting instructions and remuneration for each new Assignment or engagement that you are offered.

These terms and conditions of business are valid from 1 October 2026 and supersede all previous terms and conditions of business. Unless notified otherwise, these terms are assumed to be accepted by the Temporary Worker.