

**LANCASTER UNIVERSITY**  
**TERMS AND CONDITIONS OF APPOINTMENT FOR HOLDERS OF ENGAGEMENT FORMS**

**1. Duties**

Your duties will be set out in relevant Engagement Form[s].

You are expected to work flexibly and efficiently, to maintain the highest professional standards and to promote and implement the policies of the University.

You will be expected to comply with the rules and regulations which the University may issue to ensure the efficient operation of its business and the welfare and interests of its students and employees.

**2. Working Hours**

Your hours and the days and times of work will be set out in the relevant Engagement Form[s]. **You must ensure you only undertake working hours that are consistent with your immigration status.** For non-EEA nationals working hours must be limited to 20 hours per week during term-time.

**3. Holiday**

Paid annual leave entitlement is calculated by reference to a notional full time annual holiday entitlement of 28 days per annum inclusive of bank and public holidays. Your entitlement to paid holiday will be calculated pro rata to the hours you actually work. These arrangements do not apply to existing staff undertaking work on an engagement form in addition to a full-time appointment.

You are required to take any paid annual leave to which you are entitled within the period of the contract. Leave may only be taken at times/days when you are not scheduled to work.

If on termination of your employment, you have exceeded your accrued holiday entitlement, the University will be entitled to deduct the excess from any sums due to you, including payments of remuneration.

**4. Place of Work**

Your principal place of work is the Bailrigg campus, unless otherwise stated.

**5. Remuneration**

Your rate of pay will be specified within the Engagement Form(s) issued to you. Where payment is by timesheets, these should be submitted no later than one month after the work is completed.

Remuneration will be paid monthly in arrears by bank transfer. You will be paid on submission of timesheets authorised by your Head of Department or nominated representative, or by monthly instalments. All payments will be made on the 28<sup>th</sup> day of the appropriate month into a named UK bank or building society account.

## 6. Pension

Subject to your age and earnings level, you may be eligible for auto-enrolment into one of the University's occupational pension schemes (the Local Government Pension Scheme (LGPS) or the Universities Superannuation Scheme (USS)). An assessment as to your eligibility for enrolment into the relevant scheme will be postponed for 3 months, with the first assessment taking place in the 3<sup>rd</sup> month after your engagement start date. This will be based on the pay you receive in that pay reference period regardless of when you earned that pay. However, you have the right to opt-in to the pension scheme at any time.

Please visit <https://www.lancs.ac.uk/hr/payroll/payroll/autoenrolmentFAQ.html> for more information about this.

## 7. Sickness

There is no entitlement to the University's sick pay scheme. However, you may be entitled to Statutory Sick Pay, subject to your earnings levels, for absences of 4 days or more.

The payment of sick pay is subject to your compliance with the University's rules for notification. Your qualifying days for SSP purposes are those days of the week on which you are due to work in accordance with your current Engagement Form.

## 8. Confidentiality

You shall not either during your employment (except in the proper performance of your duties) or at any time after its termination, use for your own purposes (or for any purposes other than those of the University) or divulge to any person, corporation, company or other organisation whatsoever any confidential information belonging to the University or to any subsidiary or relating to its or their affairs or dealings which may come to your knowledge during your employment. 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 by any third party.

## 9. Intellectual Property

Subject to the following clauses in this section, the copyright in all records and documents made by you in the course of your employment shall belong to the University.

For the avoidance of doubt, the copyright in course materials produced by you for the purposes of a course run by the University shall belong to the University.

The copyright in any work or design compiled, edited or otherwise brought into existence by you as a scholarly work for the purposes of furthering your professional career shall belong to you; "scholarly work" includes items such as books, contributions to books, articles and conference papers, and shall be construed in the light of the common understanding of the phrase in further and higher education.

## 10. Disciplinary and Grievance Procedures

The University expects reasonable standards of performance and conduct from its employees. Copies of the University's Procedures are available from Human Resources.

#### **11. Termination of employment**

This agreement may be terminated by either party giving written notice of at least one week.

Notwithstanding the above clause the University may give you immediate notice of termination of this engagement where your work proves unsatisfactory.

During any period of notice of termination (whether given by you or by the University), the University shall be under no obligation to assign any duties to you.

To comply with the Immigration, Asylum and Nationality Act 2006 you are required, when requested, to provide documentary evidence of your continuing eligibility to work.

#### **12. Data Protection**

The University will from time to time wish to process information about you for reasons relating to your employment. You hereby consent to the University collecting, holding and otherwise processing personal data (including "sensitive personal data" as defined in the Data Protection Act 1998) relating to you. The University will only process such data for legitimate reasons.

#### **13. Health and Safety**

Please read carefully the enclosed leaflet Health and Safety information for Sessional Staff. This gives general information about safety on campus, including action to take in case of fire or other emergency. When you begin your contract you will be given further health and safety information relating to your work area.

#### **14. Prior and subsequent agreements**

These terms and any active Engagement Form(s) constitute the entire terms and conditions of your employment. In this context, they cancel and are in substitution for any previous agreements or engagements forms and all other agreements and arrangements (whether express or implied) relating to engagement form employment by the University.