

## Appendix A – Sponsorship Compliance

As an employee sponsored under the Home Office Points Based Immigration System (PBIS) you are required to comply with Home Office regulations as they apply to your sponsorship and to the University's sponsorship of you. Your obligations, as currently defined by the Home Office and which may change from time to time, are set out below.

### 1. Right to Work

You accept and agree that:

- a. you must obtain, and at all times continue to hold, the right to live and work in the United Kingdom.
- b. you must notify the University immediately if you are no longer entitled at any time to work in the UK and/or of any new restrictions that could result in you no longer having the right to work. You acknowledge that you are personally responsible for keeping up-to-date with any work restrictions on your visa; and
- c. you hold at all times, any relevant registration and/or professional accreditation that is a legal requirement of the role.
- d. you must present evidence of your Right to Work **prior** to the start date of your employment. You acknowledge that the University **will not commence your employment under any circumstances until this Right to Work check has been carried out**. If a Right to Work check is delayed, you accept that this will result in your contract start date being amended.
- e. where you have a time-limited right to work, requiring repeat Right to Work checks you acknowledge it is a condition of your continuing employment with the University that you provide the relevant documentation when required to do so by a member of University staff. These checks must be satisfactory in confirming that you continue to have a legal right to work in the UK. If you fail to provide the relevant documentation at the required time you acknowledge the University may be required to terminate your employment with immediate effect.

### 2. Compliance with Licensed Sponsor's Obligations

**2.1** You must assist the University in complying with its duties as a licensed sponsor at all times. These duties may change in line with Home Office regulations and you will be notified of any changes as they are implemented. In particular:

- a. you must ensure that the University holds your complete, accurate and up to date workplace address, residential address, telephone number, mobile number and other contact details at all times. This data must be recorded on the University's Core HR system. You must provide us with such information when requested to do so for the purposes of maintaining accurate University records to comply with Home Office regulations;
- b. when requested, you must provide the University with information and documentation relating to any immigration application(s) and/or any relevant registration and/or professional accreditation or qualification. The information must be correct, complete, genuine and where required, be the original copy.

- c. you must provide the University with a copy of your Biometric Residence Permit (BRP)
  - d. you should notify the University in writing and receive prior written approval before you undertake any other employment or additional economic activity (other than voluntary work) so that the University may determine whether it conflicts with the University's sponsorship of you.
  - e. you must inform us, in writing, as soon as possible and in any event **within five working days, if:**
    - i. you move into an immigration category that does not require the University to sponsor you (e.g. if you switch into a Partner visa). On notifying the University of this change in your immigration status, you are required to provide us with original documents confirming your right to live and work in the UK **within five working days** of receiving your documents back from the Home Office confirming the granting of your new status. These original documents must accord with *List A or B in the Schedule to the Immigration (Restrictions on Employment) Order 2007* as found at: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/378926/employers\\_right\\_to\\_work\\_checklist\\_november\\_2014.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/378926/employers_right_to_work_checklist_november_2014.pdf); and/or
    - ii. you have breached any condition of your stay or work authorisation registration certificate; and/or
    - iii. you are no longer entitled to work in the UK in accordance with your contract with us for any reason; and/or
    - iv. there are any other changes to your circumstances.
- 2.2** You agree that the University may contact the Home Office at any time to confirm that you have the right to work in the United Kingdom.
- 2.3** You must notify the University, in writing, as soon as possible if you are unable to attend on your first day of work for any reason, giving full and accurate details of the reason(s) for your non-attendance.
- 2.4** You acknowledge that the University is required to report certain details regarding you and your employment to the Home Office and/or other agencies and that any such report(s) may be made without your knowledge or consent. These include:
- a. if you fail to attend on your first scheduled day of work.
  - b. if you are absent from work for more than 10 consecutive working days without the University's permission.
  - c. if your contract is terminated early, such as if you resign or are dismissed.
  - d. the name and address of any new employer, if we are in receipt of such information.
  - e. if the University stops sponsoring you for any other reason, such as if you take unpaid leave of 4 weeks in any calendar year that is not permitted under the immigration rules and/or guidance.
  - f. if there are material changes to your circumstances, such as:
    - a promotion or change in job title or core duties;
    - a change of salary, other than changes arising from annual increments or bonuses;
    - a change to your salary due to a period of maternity, paternity or adoption leave,

or a period of long-term sick leave lasting one month or longer.

- g. a change of your place of work or if the duration of your employment is shortened.
  - h. any information which suggests that you are breaching the conditions of your leave.
  - i. if your employment is affected by the Transfer of Undertakings (Protection of Employment) Regulations 2006 (or similar arrangements) being triggered, for example, if there is a merger or demerger affecting your employment.
  - j. if there are any significant changes in the University's circumstances, such as a change of address, name or any of the key personnel responsible for the operation of our sponsorship licence.
  - k. if there is any change to the status of any registration by a governing body that the University is required to hold.
  - l. details of any third party or intermediary that has assisted the University in recruitment of you or other migrants; and
  - m. any information we have that suggests that you may be engaging in terrorism or other criminal activity.
  - n. In the event the University reports certain matters, such as those referred to in clauses 2.1 (a, b and e) it is required to notify the Home Office of your last recorded residential address, contact telephone number and, if provided by you, your email address.
- 2.5 Any change in detail or circumstance referred to in Section 1 – Right To Work, must be reported to the Home Office by the University. It is therefore imperative that you inform the University as soon as you become aware of any change in circumstance which may affect your legal right to live and work in the UK.

Signed: \_\_\_\_\_  
Member of Staff.

Date: \_\_\_\_\_