HOME WORKING AGREEMENT

Agreement

* This agreement can be issued to employees to outline the details of any home working arrangements.
* If you would like to make any amendments to this policy please contact our HR Policy & Documentation team on 0161 819 4671 who will be happy to bespoke this to your requirements.
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# HOMEWORKING AGREEMENT

**(Insert employee’s full name)**

**(Insert employee’s job role)**

**(Optional - insert employee’s current home address)**

This agreement sets out the terms by which you are entering a period of homeworking. Please note that the Company reserves the right to terminate this agreement at any time if deemed necessary.

1. **CONFIRMATION OF ELIGIBILITY FOR HOMEWORKING**

In the production of this agreement, it has been confirmed that the following applies:

**(Select from the paragraphs below and delete as applicable)**:

* you have completed the relevant probationary period that was attached to your role
* your role is suitable for homeworking
* your home environment is suitable for homeworking
* no aspect of your recent appraisals were deemed to be unsatisfactory
* your disciplinary record is clean.

1. **COMMENCEMENT OF HOMEWORKING**

Your homeworking arrangement (**delete as appropriate** – began/begins) on **(insert date)**.

(**Optional:** your homeworking arrangement is currently expected to end (**delete as appropriate** – on **(insert date)**/as deemed necessary by the Company).

1. **TRIAL PERIOD**

This ongoing homeworking arrangement will be subject to the successful completion of a trial period. The aim of this period is for you and the Company to evaluate whether the arrangement as outlined in this agreement is working as expected.

Your trial period (**delete as appropriate** – began/begins) on **(insert date)** and is currently expected to last until **(insert date)**.

At the end of this trial period, the Company will determine whether it has been successful and confirm if the homeworking arrangement can continue. The Company may also, at this time, suggest alterations to the arrangement.

Please note that the Company reserves the right to extend the trial period or terminate the homeworking arrangement if deemed necessary.

1. **PLACE OF WORK**

You will normally be required to work from your home address which is:

**(insert address)**

Should your address change, even for a temporary period, you must inform us immediately so that we may undertake the necessary checks.

We recognise that your workplace is also your home, however, we reserve the right to visit you at home on work-related business. These visits will be arranged with you in advance but it is a requirement of your employment that you agree to such visits taking place for the purposes of, for example, conducting risk assessments on your work environment or performance reviews. For health and safety purposes, you are required to make yourself familiar with the Company’s policy on health and safety, available from **(insert name)**.

**(Optional)** Meetings, training sessions and conferences may be held from time to time at Head Office and your attendance at these may be required. We will give you as much notice as possible of your required attendance and you should ensure that your work is allocated accordingly to facilitate this travel. Costs of travel to and from Head Office will not be reimbursed. Other travel undertaken for business reasons will be reimbursed. You should obtain receipts and present all expense claims for approval by your line manager within one month of expenditure. Reimbursement will be made (**delete as appropriate** – at the end of each month/with your normal pay/by cheque/BACS payment).

**(Optional)** The performance of your role may require an element of travel (**delete as appropriate** – within a **(insert details)** mile radius of this address/throughout the United Kingdom).

You are required to ensure that all Company documents, especially sensitive ones, are kept in a suitable lockable storage system in accordance with data protection legislation that is in force from time to time. Passwords should be used to secure your laptop/computer and no unauthorised person should be allowed to use Company equipment.

1. **HOURS OF WORK**

**(select from the paragraphs below and delete as applicable)**

As outlined in your contract of employment, your normal hours of work are **(insert time)** to **(insert time)** on **(insert days)**. These hours and days are not variable and will continue to apply during your period of homeworking. You may be required to work overtime/additional hours when authorised and as necessitated by the needs of the business.

**(OR)**

**Fixed days and times of work**

Your normal days and hours of work are:

Monday ……………am to ……………pm

Tuesday ……………am to ……………pm

Wednesday ……………am to ……………pm

Thursday ……………am to ……………pm

Friday ……………am to ……………pm

Saturday ……………am to ……………pm

Sunday ……………am to ……………pm

These hours and days are not variable and will continue to apply in your period of homeworking.

**(OR)**

**Variable hours**

As outlined in your contract of employment, you have no guaranteed hours of work in any given week. Your working hours are variable in number and actual days, start and finish times will be determined in accordance with the needs of the Company. The days of the week on which you are required to work are **(insert days)**.

The Company’s operational hours are **(insert time)** to **(insert time)** on **(insert days)** and you will generally be expected to work a shift of **(insert amount)** hours at any time between **(insert time)** and **(insert time)**. You will not be expected to work on more than **(insert number)** days in a calendar week.

Actual working hours will be notified to you on the rota **(insert details eg two weeks)** in advance.

This arrangement will continue to apply during your period of homeworking.

**(OR)**

**Fixed number of hours on different days and times**

As outlined in your contract of employment, your normal working hours per week are **(insert number)**. Actual days, start and finish times will be variable in accordance with the needs of the Company. The days of the week on which you are required to work are **(insert days)**.

The Company’s operational hours are **(insert time)** to **(insert time)** on **(insert days)** and you will generally be expected to work a shift of **(insert amount)** hours at any time between **(insert time)** and **(insert time)**. You will not be expected to work on more than **(insert number)** days in a calendar week.

Actual working hours will be notified to you on the rota **(insert details eg two weeks)** in advance.

This arrangement will continue to apply during your period of homeworking.

1. **OVERTIME**

You may be required to work overtime or additional hours when authorised and as necessitated by the needs of the business. If you work in excess of **(insert number)** hours in a week then overtime payments will be made at **(insert details)**.

1. **BREAK ENTITLEMENT**

**(Select from the paragraphs below and delete as applicable)**

You will receive a 20-minute unpaid break if your working hours in any day are more than six.

**(OR)**

You are entitled to an unpaid break lasting **(insert number)** minutes each day.

1. **EQUIPMENT**

The Company will provide to you all hardware and software equipment required for the performance of your role. The following rules apply to the provision of this equipment:

* you must take all due care when operating the equipment, making sure that no drinks are left near electrical items and that no unauthorised person is using the Company equipment
* your home and contents insurance is extended to provide cover for work related materials. The Company undertakes to cover the cost of any increase to your premiums this may cause
* you should not regard Company property provided for your use as your own. It must be returned upon termination of your employment or at other such time as directed by the Company
* you are responsible for keeping any equipment you need to carry out your duties fully charged, including but not limited to any company laptop, mobile phone or electric vehicle, and for obtaining a suitable power source to enable you to perform your duties
* **(optional)** an amount equivalent to the cost of any equipment caused to be broken by you, or not returned by you, will be deducted from your pay
* **(optional)** deductions will also be made in respect of any separate deductions agreement entered into by you and the Company.

1. **COMMUNICATIONS**

**(Select from the paragraphs below and delete as applicable)**

Costs incurred by you in relation to the provision of telephone and internet connections for business use only will be reimbursed by the Company. You should claim this via the Company’s expenses procedure. Full details of the Company’s expenses policy are available from **(insert name)**.

**(OR)**

The provision of telephone and internet connections for business use only will be paid for by the Company. More information on this is available from **(insert details)**.

1. **EXPENSES**

Any expense properly incurred by you on behalf of the Company will be reimbursed subject to the authorisation of a properly completed expenses form, available from the designated person, and supported by appropriate receipts.

You should obtain receipts and present all expense claims for approval by your line manager within one month of expenditure. Reimbursement will be made (**delete as appropriate** – at the end of each month/with your normal pay/by cheque/BACS payment).

The Company reserves the right to refuse to pay an expense claim where the expenditure is unreasonable, disproportionate or unnecessary. Full details of the Company’s expenses policy are available from **(insert name)**.

1. **SICKNESS ABSENCE**

You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by no later than **(insert details)** on the first day of your absence. Other than in exceptional circumstances notification should be made personally, to **(insert name/job title)**.

If you are absent from work because of sickness for seven consecutive days or more you must produce a medical certificate. Further medical certificates are required for absences which exceed the period stated in the first certificate. Absences of fewer than seven consecutive days are to be self-certified.

You can read more on the Company’s sickness absence policy which is (**delete as appropriate** – set out in the employee handbook/set out in the staff handbook/available from **(insert name/job title)**).

1. **SICK PAY**

**(EITHER)**

You are entitled to statutory sick pay (SSP) if you are absent because of sickness or injury provided you meet the current statutory qualifying conditions.

The Company’s rules relating to sick pay are (**delete as appropriate** – set out in the employee handbook/set out in the staff handbook/ as detailed in the attached absence policy).

**(OR)**

You are entitled to the Company’s sick pay scheme if you are absent because of sickness or injury provided you meet the qualifying conditions.

The Company’s rules relating to sick pay are (**delete as appropriate** – set out in the employee handbook/set out in the staff handbook/ as detailed in the attached absence policy).

1. **CONFIDENTIALITY**

All information that:

* is or has been acquired by you during, or in the course of your homeworking, or has otherwise been acquired by you in confidence
* relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort and
* has not been made public by, or with our authority

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of this homeworking arrangement, disclose such information to any person without our prior written consent.

You shall make yourself aware of the Company’s policies in relation to compliance with data protection legislation that is in force from time to time and undertake to act in accordance with these at all times, including exercising reasonable care to keep safe all documentary or other material containing confidential information. You shall inform the Company immediately upon discovery of a data breach. You shall, at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

1. **CHANGES TO THE HOMEWORKING ARRANGEMENT**

The homeworking arrangement will be subject to regular review. From time to time, the Company may determine the need for changes to be made to the homeworking arrangement. The Company reserves the right to make reasonable amendments to this agreement. You will receive confirmation in writing of any changes or amendments to the terms of this agreement within **(insert time frame)** of them taking effect.

This may include an amendment to your place of work requiring you to work from the Company’s office. Where possible, the Company will give you **(insert amount of notice)** notice of this change.

However, there may be rare occasions when we will require you to work from the office at very short

notice such as in the event of a power shortage that affects your home. We reserve the right to require

you to:

* work from a different location
* carry out different duties
* change your hours.

The above is not an exhaustive list and other options may be considered. If a suitable alternative cannot be found so that you can continue working, we may need to agree other arrangements with you, such as taking annual leave, accrued time off in lieu or making up the lost time.

**Insert if there is a shortage of work clause already in place:**

If we are unable to provide you with work, then in line with the ‘shortage of work’ clause in our Employee

Handbook, we may temporarily:

* place you on short-time working, in which case you will be paid for those hours worked; or
* lay you off from work, in which case you will be paid in accordance with the statutory guarantee pay provisions in place at that time.

**Optional, if there is no shortage of work clause in place clients can try to obtain their employees’**

**agreement to short-time working or lay-off, however this is a commercial option and you should**

**be prepared for employees refusing to agree to it. If agreement is reached, it should be**

**confirmed in writing and you should contact the Advice Service who can help you with the**

**appropriate letter. If employees refuse to agree, they would be entitled to full pay if you are**

**unable to provide any work for them and no other arrangements can be agreed, i.e. annual leave,**

**using accrued time off in lieu or making up the lost time. You should take advice from the Advice**

**Service before following this option:**

If we are unable to provide you with work, we may seek your agreement to temporarily:

* place you on short-time working, in which case you will be paid for those hours worked; or
* lay you off from work, in which case you will be paid in accordance with the statutory guarantee pay provisions in place at that time.

1. **COMPLIANCE WITH COMPANY POLICIES**

The Company would like to remind you that you remain a direct employee of **(insert Company name)** and, as such, are expected to comply with usual policies and procedures throughout your period of homeworking. Failure to adhere to these, alongside other forms of misconduct, will be dealt with in line with the Company’s disciplinary procedure and may also result in the homeworking arrangement being terminated.

1. **(OPTIONAL) COMPANY VEHICLE**

As your job role requires you to travel, you will be provided with a Company vehicle. This vehicle is provided to you solely for work use; the Company does not permit private use (**optional** – unless you have sought and received advance authorisation for such).

You must present your driving licence for inspection on an annual basis. Should the Company be made aware during these inspections, or at any other time, that you have been disqualified from driving, the Company will seek alternative employment for you. However, should no alternative be found, your employment may be terminated.

All expenses in relation to your use of the vehicle will be met by the Company. This includes road tax, insurance, any costs towards servicing of the vehicle and all fuel used whilst on Company business. (**Optional** – You are responsible for the costs of fuel consumed by the vehicle when it is used for private purposes.)

You will bear responsibility for any loss or cost incurred in respect of the vehicle due to your negligence, for example any repair costs, insurance excess or an adjustment to the insurance premium as a result of the insurance claim.

The Company reserves the right to deduct monies from your pay to cover any cost described above. Alternatively, the Company may permit an alternative method of payment to cover these costs.

The Company reserves the right to withdraw the use of a Company vehicle at any time.

Further provisions in relation to Company vehicles (**delete as appropriate** – are provided in the employee handbook/the staff handbook/are available from **(insert name/job title)**).

You should refer to our separate policies on driving Company vehicles which are available from **(insert name/job title)**.

1. **(OPTIONAL) FUEL CARD**

Frequent travellers can take advantage of the Fuel Card scheme that the Company has in place with **(insert Fuel Provider name)**.

The Fuel Card allows eligible employees to refill their authorised private or Company vehicles without having to seek reimbursement of the fuel cost through the expenses system.

More information on this is available from **(insert name)**.

1. **DATA PROTECTION**

The Company collects and processes certain types of data about you and does so in line with data protection legislation that is in force from time to time. Please read the Company’s Privacy Notice which is (**delete as appropriate** – attached to this document/on the Company’s intranet) for more information about the types of data processed and the reasons for the processing.

You shall make yourself aware of the Company’s policies on data protection with regard to data processing undertaken by you in the course of your duties and act in accordance with those policies at all times. Failure to do so may result in disciplinary action being taken against you, up to and including dismissal.

**Acknowledgement**

I acknowledge receipt of this document. I have read and understood its contents and accept that it forms my homeworking agreement. I will keep myself informed of any changes to its content.

Signed by the employee:

Printed name:

Date:

Signed by:

Printed name and position:

for and on behalf of **(insert name of Company)**

Date: