

Homeworker

Terms and Conditions of Employment

<<Employee Name>>

<<Date>>

This document contains the main terms and conditions of employment which govern your service with the Company. [Your service with the Company is also subject to the terms contained in the letter offering you employment (“the Offer Letter”). If there should be any ambiguity or discrepancy between the terms in the Offer Letter and the terms set out in this document, the terms in this document will prevail, except where expressly stated to the contrary.]

TERMS AND CONDITIONS OF EMPLOYMENT

1. General

The following statement is issued by <<Name of Company>> a company registered in <<England and Wales>> under registration number << >> whose registered office is at <<Address>> (hereinafter referred to as “the Company”) pursuant to its obligation to provide its employees with a written statement of the main terms and conditions of their employment as required by Section 1 of the employment Rights Act 1996 and compliant with the Employment Act 2002 and Working Time Regulations 1998.

2. Employee Name, Address, and Duties

You <<Name of Employee>> of <<Address>> (hereinafter referred to as “you”) are employed by the Company in the capacity of <<job description and/or brief summary of duties and responsibilities>>.

3. Date of Commencement / Continuous Employment

3.1 Your period of continuous employment with the Employer begins on <<Date>>.

3.2 [No employment with a previous employer counts as part of your period of continuous employment] OR [Your employment with <<Name of Previous Employer>> which began on <<Date>> will count as part of your continuous period of employment with the Employer].

3.3 The first <<number>> months of your employment will be a probationary period during which your performance will be assessed. During this period, the homeworking arrangements will be monitored in addition to your performance and conduct. At the end of the probationary period both the homeworking arrangements and your performance will be reviewed and, if found satisfactory, the homeworking arrangements and your appointment will be confirmed. The probationary period may be extended at the Company’s discretion. During the probationary period, the full disciplinary and grievance procedure will not apply.

4. Place of work

4.1 Your normal place of work will be at <<Home Address>>.

4.2 You will be required to attend the Company’s office at <<address>> from time to time as the business may require, to attend meetings, briefings, training courses and marketing functions which are reasonably necessary for the proper performance of your duties. The Company will conduct a health and safety risk assessment of <<Home address>> before you start work there [and every 6 months thereafter], to ensure that it is a safe working environment.

4.3 You may be required from time to time to visit and work at such other locations and for such times as the Company considers necessary for the proper performance of her duties.

4.4 You are required to inform the Company as soon as possible if you plan to change your home address.

4.5 You confirm that you are not in breach of any covenant or agreement in doing

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work at your home.

5. Hours of work

5.1 Your daily work schedule shall be an average of << >> hours per day (averaged over a period of 12 weeks) and you shall be entitled to a rest break of 20 minutes for every six hours that you work. It is your responsibility to ensure that you take that rest break.

an average of << >> hours per day (averaged over a period of 12 weeks) and you shall be entitled to a rest break of 20 minutes for every six hours that you work. It is your responsibility to ensure that you take that rest break.

5.2 You must ensure that you are available for contact you at your normal place of work on weekdays between the hours of << >> to << >>.

You must ensure that you are available for contact you at your normal place of work on weekdays between the hours of << >> to << >>.

5.3 In certain circumstances the Company may require you to adjust or exceed the hours in order to ensure that your work is properly performed with the terms of the employment agreement.

In certain circumstances the Company may require you to adjust or exceed the hours in order to ensure that your work is properly performed with the terms of the employment agreement.

5.4 [You will be paid for any hours worked in accordance with the requirements of sub-clause 5.3 on << >> of the terms of the employment agreement.]

[You will be paid for any hours worked in accordance with the requirements of sub-clause 5.3 on << >> of the terms of the employment agreement.]

6. Remuneration

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6.1 You will be paid << >> per hour worked, normally by credit transfer to a bank or building society account nominated by you at the rate of £<< >> gross per hour worked, normally << >> of each month.

You will be paid << >> per hour worked, normally by credit transfer to a bank or building society account nominated by you at the rate of £<< >> gross per hour worked, normally << >> of each month.

6.2 Your salary will be reviewed annually at our discretion.

Your salary will be reviewed annually at our discretion.

7. Right to Enter

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You consent to <<name>> with or without workmen and/or others at all reasonable times to enter <<address>> to:

You consent to <<name>> with or without workmen and/or others at all reasonable times to enter <<address>> to:

7.1 install, inspect, replace and repair the Company's property and Equipment by providing access to the Company;

install, inspect, replace and repair the Company's property and Equipment by providing access to the Company;

7.2 carry out risk assessments of the Company's property and Equipment and your workstation by prior arrangement with the Company; and

carry out risk assessments of the Company's property and Equipment and your workstation by prior arrangement with the Company; and

7.3 recover the Company's property and Equipment by arrangement on or immediately after the termination of your employment with the Company.

recover the Company's property and Equipment by arrangement on or immediately after the termination of your employment with the Company.

8. Equipment, Health & Safety

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8.1 The Company will provide you with <<the equipment>> ("Equipment").

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8.2 You must not allow any family or third parties who are not employed by the Company to use or access the company's Equipment.

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8.3 The Company will insure the Equipment but you will be responsible for any damage to the Equipment that is not the result of ordinary wear and tear.

The Company will insure the Equipment but you will be responsible for any damage to the Equipment that is not the result of ordinary wear and tear.

8.4 [The Company] [You] shall be responsible for providing and maintaining a valid insurance policy which covers the Company's property and Equipment, to be held in the name of <<address>> at all times. [The Company] reserves the right to require you to take out

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additional insurance

any deems it appropriate.]

8.5 You will not do, cause or permit any act or omission which will invalidate the policy of insurance of the Company for the property and Equipment kept at <<Home Address>>.

omission which will invalidate the property and Equipment kept at

8.6 You agree to comply with the Company's safety guidelines and instructions which the Company may give from time to time and to complete without delay all Health & Safety questionnaires which the Company may send to you from time to time.

guidelines and instructions which time and to complete without delay company may send to you from time

9. Outside Interests

When working from home you must not use your time for any non-business matters, such as

with the prior written approval of end time during working hours on

10. Expenses

[The Company will reimburse you for pre-approved <<travel, utility and miscellaneous>> expenses incurred in the course of your employment. You must submit necessary receipts and itemise all expenses.]

pre-approved <<travel, utility and performance of your duties during the subject to the production of all the

OR

[The Company will pay you a monthly allowance for working from <<Home Address>> as your salary.]

per month to cover the costs of the same time and in the same way

For the avoidance of doubt, the Company will not reimburse travel expenses from your home to [any of] the Company's premises.

not reimburse travel expenses from

11. Holidays

11.1 You are entitled to a minimum holiday entitlement of 20 days per year. This does not include public and bank holidays. This entitlement is at the employer's discretion and may be varied in respect of public and bank holidays.

is the statutory minimum holiday public and bank holidays have been holidays, which may be given at the complete calendar year, including bank

11.2 The holiday year commences on << >> and finishes on << >> each year.

finishes on << >> each year.

11.3 If your employment commences part way through the holiday year, your holiday entitlement will be pro-rated accordingly.

part way through the holiday year, accordingly.

11.4 If, on termination of employment, you have accrued holiday entitlement, the Company will pay you for that entitlement.

If, on termination of employment, you have accrued holiday entitlement, the Company will

11.4.1 You have accrued holiday entitlement, the Company will deduct a payment from your final salary for any holiday taken in excess of your entitlement. The calculation will be on a pro-rated basis of <<specify calculation>>, and you authorise the Company to make a deduction from the payment of your final salary.

holiday taken in excess of your basis of <<specify calculation>>, and a deduction from the payment of

11.4.2 You have accrued holiday entitlement, the Company may, at its discretion, require you to take a holiday during your notice period or to make a payment in lieu of holiday entitlement.

wing, the Company may, at its holiday during your notice period or day entitlement.

11.5 Holidays must be taken in accordance with the Company's policy. You must obtain the approval of proposed holiday requests from <<specify job title>>. You

to the Company. You must obtain ce from <<specify job title>>. You

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will not be allowed to
Company's discretion
approval has been fo

weeks at any one time, save at the
holidays until your request for

11.6 All holiday must be
circumstances you r
entitlement to the ne
may not be carried fo

which it is accrued. In exceptional
p << 5 >> days untaken holiday
lies for one year only, and holiday
holiday year.

11.7 If you are sick or inju
to sick leave and take
to the following:

Company will allow you to transfer
a later date. This is strictly subject

11.7.1 You must con
possible) as
sickness or in

> in person and by telephone (if
your holiday will be affected by

11.7.2 The full period
certificated by
days; and

ue to sickness or injury must be
itioner, where it exceeds seven

11.7.3 Within <<e.g.
writing how m
the amount of
notification mu

rn to work, you must confirm in
affected by sickness or injury and
ke at another time. This written
ob title>>.

12. Sickness

12.1 In the event that you
behalf should contact
day you are unable t
the Company as soo
resumption of work.

ny reason you or someone on your
the earliest opportunity on the first
er of the reason. You must inform
ange in the date of your expected

12.2 A self-certification for
The form will be supp

for absences of up to seven days.

12.3 For periods of sick
weekends, you will b
Note') / Medical Certi
/ Medical Certificate s

ven consecutive days, including
statement of Fitness for Work ('Fit
<specify job title>>. A new Fit Note
y as required by the Company.

**12.4 EITHER - When the
only receive SSP us**

right to sick pay; employee will

[If you are absent for
are entitled to Statu
requirements above.
are <<state days e.
payment in respect of
such payments are a

ason of sickness or incapacity, you
provided that you have met the
SSP scheme the 'qualifying days'
There is no contractual right to
ue to sickness or incapacity. Any
company.]

**OR – When the con
clause:-**

pany sick pay scheme, use this

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[If you are absent through illness, you must provide a medical certificate from a GP or other qualified medical professional, and you have complied with the requirements above, you will receive sick pay, for up to a maximum of << number of days >> days in any calendar year. Sick pay is equal to normal basic salary. Thereafter you will receive Statutory Sick Pay in accordance with the law.]

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12.5 The Company has the right to record absence levels and reasons for absences. Such information is confidential.

record absence levels and reasons for absences. Such information is confidential.

12.6 The Company may require you to undergo a medical examination by a medical practitioner nominated by the Company, for your employment, and you agree to authorise such medical practitioner to prepare a medical report detailing the results of the examination. The Company will not pay for such a medical examination. Such an examination will only be carried out at a company where it is reasonable to do so.

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12.7 For the avoidance of doubt, the Company reserves the right to terminate your employment under Contract of Employment notwithstanding that you may be in receipt of sick pay.

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13. Maternity and Paternity Rights

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The Company will comply with the relevant maternity and paternity rights and dealing with these matters. The Company's policies in this regard are available on the intranet.

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14. Pension

14.1 EITHER

[There are no pension arrangements available to you at the time of your employment.]

OR

[The designated pension scheme is the <<name of pension scheme>> where e.g. Staff handbooks. The Company will make a contribution of <<percentage>> of your salary. You may contribute up to <<state>> of your salary.]

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[The designated pension scheme is the <<name of pension scheme>> where e.g. Staff handbooks. The Company will make a contribution of <<percentage>> of your salary. You may contribute up to <<state>> of your salary.]

15. Mobility

You may be required to travel to any location anywhere in the UK.

You may be required to travel to any location anywhere in the UK.

16. Non- Compulsory Retirement

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The Company does not require you to be compulsorily retired on reaching a certain age. However, you can choose to retire voluntarily at any time. The Company will make a contribution of <<percentage>> of your salary. You may contribute up to <<state>> of your salary.

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17. Grievance Procedure

The Formal Grievance Procedure is available on the intranet.

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From two years to 12 years

weeks and one additional week for continuous of employment in excess of two

12 or more years

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Notice to be given to the

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Length of continuous service

Minimum period of notice

Less than one month

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One month onwards

week

19.2 We reserve the right to terminate your employment without notice.

tion to pay you salary in lieu of

19.3 Nothing in this Contract shall prevent the Company from terminating your employment summarily or otherwise if you are guilty of a serious breach of your employment contract or acts of gross misconduct by you.]

on terminating your employment serious breach by you of the terms of your employment contract or acts of gross misconduct by

20. Confidentiality

20.1 You shall not divulge to any person other than those with proper authority any confidential information which you may receive or obtain in the course of your employment with the Company. This restriction shall continue to apply to you after the termination of your employment but shall cease to apply to information which may come into the public domain other than through your breach of this clause.

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20.2 At home, you are responsible for the security of all documents and information associated with the Company. The Employee undertakes to ensure that all documents and information are kept secure at all times. In particular, the Employee shall ensure that:

all documents and information associated with the Company are kept secure at all times. In particular, the Employee shall ensure that:

20.2.1 encrypt and/or password protect any confidential information held on the computer;

any confidential information held on the computer;

20.2.2 lock your computer when it is left unattended;

it is left unattended;

20.2.3 [only use the Company's wireless broadband;]

wireless broadband;]

20.2.4 comply with the Company's data protection policy from time to time in force regarding the handling of personal data.

ection policy from time to time in force regarding the handling of personal data.

21. Employment Policies

All staff have a duty to adhere to the Company's policies that are from time to time in force, including but not limited to the Company's Health and Safety, Fire and Evacuation, and Absence Management Policies.

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22. Collective Agreements

[There are no collective agreements in force for your employment.]

OR

[Your employment is subject to a collective agreement <<specify relevant agreement>>.]

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23. Data Protection

You agree to the Company processing your personal data, both electronically and manually, for the purposes of the collection, storage, use, disclosure, transfer, retention and disposal of personal data as defined in the Data Protection Act 1998) for the purposes of the management, operation, maintenance, security or administration of the Company and for the purposes of compliance with applicable laws, regulations and procedures.

24. Changes to Terms and Conditions of Employment

The Company may amend the terms and conditions in this document [<<and in the Employee Handbook/Manual>>] and any such change will be notified to you personally in writing. Any such change will be generally applied, by notice.

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25. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of England. Any dispute relating to the same shall be subject to the exclusive jurisdiction of the English and Welsh Courts.

Issued for and on behalf of <<Company Name>>

Signed:.....

Date:

I acknowledge receipt and confirm that these terms and conditions constitute my contract of employment.

I agree to accept and be bound by the above terms and conditions

Signed:
<<Name of Employee>>

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