

Homeworker

Terms and Conditions of Employment

<<Employee>>

<<Date>>

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

TERMS AND CONDITIONS

1. General

The following statement is made by the Company at <<England and Wales>> at <<Address>> (hereinafter referred to as "the Company") to provide its employees with their employment as required by the Employment Rights Act 1996 and the Working Time (Amendment) Regulations 2007 as amended.

<<Company>> a company registered in << >> whose registered office is <<Address>> (hereinafter referred to as "the Company") pursuant to its obligation under the main terms and conditions of employment Rights Act 1996 and the Working Time (Amendment) Regulations 2007 as amended.

2. Employee Name, Address

You <<Name of Employee>> employed by the Company <<Address>> of duties and responsibilities.

<<Name of Employee>> (hereinafter referred to as "you") are employed by the Company <<Address>> description and/or brief summary of duties and responsibilities.

3. Date of Commencement /

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3.1 Your period of contract <<Date>>.

<<Date>> with the Employer begins on <<Date>>.

3.2 [No employment with <<Name of Previous Employer>> which counts as part of your period of employment with <<Name of Previous Employer>> which counts as part of your continuous period of employment with <<Name of Previous Employer>>]

<<Name of Previous Employer>> counts as part of your period of employment with <<Name of Previous Employer>> count as part of your continuous period of employment with <<Name of Previous Employer>>]

3.3 The first <<number>> period during which the homeworking arrangements and conduct. At the end of the first period the arrangements and conduct will be reviewed and, if found satisfactory, the homeworking arrangements will be confirmed. The period may be extended at the Company's discretion. During the period the full disciplinary and grievance procedure will not apply.

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

4. Place of work

4.1 Your normal place of work is <<Address>>.

<<Address>>.

4.2 You will be required to attend meetings, briefings, training courses and mark sheets for the proper performance of your duties. A safety risk assessment will be conducted <<Address>> [and every 6 months] to ensure that it is a safe working environment.

<<Address>> from time to time as the business requires. You will be required to attend meetings, briefings, training courses and mark sheets for the proper performance of your duties. A safety risk assessment will be conducted <<Address>> before you start work there to ensure that it is a safe working environment.

4.3 You may be required to work <<Address>> [and overseas] on the <<Address>>.

<<Address>> [and overseas] on the <<Address>>.

5. Work outside the UK

- 5.1 You are required to <<state country and duration>>.
- 5.2 You will be paid <<state>>.
- 5.3 You will also receive <<state additional payments and benefits>>.]

6. Hours of work

- 6.1 Your daily work schedule shall be an average of << >> hours per day (averaged over <<state>> two thirty minute breaks over that period.
- 6.2 You must ensure that the Company can contact you at your normal place of work on weekdays <<state>>.
- 6.3 In certain circumstances the Company may adjust or exceed the hours in order to ensure that the Company is in accordance with the terms of the employment are provided.
- 6.4 [You will be paid for <<state>> accordance with the requirements of sub-clause 5.3 or <<state>> specify terms>>.]

7. Remuneration and Benefits

- 7.1 You will be paid <<state>> credit transfer to a bank or building society account normally <<state>> at the rate of £<< >> gross per hour worked, normally <<state>> day >> of each month.
- 7.2 Your salary will be <<state>> entirely at our discretion.
- 7.3 The Company is authorised to deduct <<state>> sums due to it from your salary.
- 7.4 [You will be entitled to <<state>> health insurance/ permanent health insurance <<state>>].
- 7.5 Your entitlement to <<state>> <<state e.g. on your first day OR after the satisfactory <<state>> probationary period>>.
- 7.6 The organisation responsible for <<state>> your entitlement to <<state>>.

8. Right to Enter

- You consent to <<name>> with or without workmen and/or others at all reasonable times <<state>> to:
- 8.1 install, inspect, replace <<state>> and service the Company's property and Equipment by <<state>> the course of your employment with the Company;
- 8.2 carry out risk assessments <<state>> the Company's property and Equipment and your workstation by <<state>> the course of your employment with the Company; <<state>>
- 8.3 recover the Company's <<state>> equipment by arrangement on or immediately after the <<state>> employment with the Company.

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9. Equipment and Insurance

- 9.1 The Company will provide you with the equipment you need to do your job (the "equipment").
- 9.2 You must not allow anyone other than yourself or third parties who are not employed by the Company to use the equipment or the company's Equipment.
- 9.3 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.
- 9.4 [The Company] [You] must provide and maintain a valid insurance policy which covers the Company's property and Equipment, to the full extent of the risk, at all times. [The Company] reserves the right to require you to take out additional insurance if the Company deems it appropriate.]
- 9.5 You will not do, cause or permit any act or omission which will invalidate the policy of insurance for the Company's property and Equipment kept at <<Home Address>>

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10. Expenses

[The Company will reimburse you for pre-approved <<travel, utility and miscellaneous>> expenses incurred in the performance of your duties during the course of your employment, subject to the production of all the necessary receipts and items.]

OR

[The Company will pay you a sum of <<amount>> per month to cover the costs of working from <<Home Address>> at the same time and in the same way as your salary.]

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11. Holidays

- 11.1 You are entitled to the statutory minimum holiday entitlement of 20 days per year. If public and bank holidays have been added, this does not affect your entitlement. The employer's discretion to give additional holidays, which may be given at the employer's discretion, complete calendar year, including bank and public holidays.
- 11.2 The holiday year commences on <<date>> and finishes on << >> each year.
- 11.3 If your employment terminates part way through the holiday year, your holiday entitlement will be pro-rated accordingly.
- 11.4 If, on termination of employment, you have exceeded your holiday entitlement, the Company will deduct a sum from your final payment, calculated on the basis of <<specify calculation>> from the payment of your holiday entitlement.
- 11.4.1 you have exceeded your holiday entitlement, the Company will deduct a sum from your final payment, calculated on the basis of <<specify calculation>> from the payment of your holiday entitlement.
- 11.4.2 you have not exceeded your holiday entitlement, the Company may, at its discretion, require you to take a holiday during your notice period or make a payment in lieu of holiday entitlement.

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- 11.5 Holidays must be taken in accordance with the Company's policy. You must obtain approval of proposed holiday from <<specify job title>>. You will not be allowed to take more than <<specify number>> weeks at any one time, save at the Company's discretion. You must give notice of your holiday request <<specify number>> days until your request for approval has been formally agreed.
- 11.6 All holiday must be taken within the year in which it is accrued. In exceptional circumstances you may be allowed to carry forward << 5 >> days untaken holiday to the next year, but only for one year only, and holiday may not be carried forward more than one holiday year.
- 11.7 If you are sick or injured, the Company will allow you to transfer your holiday to a later date. This is strictly subject to the following:
- 11.7.1 You must contact your manager <<specify number>> in person and by telephone (if possible) as soon as you know that your holiday will be affected by sickness or injury.
 - 11.7.2 The full period of holiday taken due to sickness or injury must be certified by a medical practitioner, [where it exceeds seven days;] and
 - 11.7.3 Within <<e.g. 14 days>> of returning to work, you must confirm in writing how your holiday was affected by sickness or injury and the amount of holiday to be taken at another time. This written notification must be submitted to your manager [job title>>].
- 12. Other paid leave**
- 12.1 Any maternity, paternity or parental or parental bereavement leave will be paid at: <<state rate/ your normal rate of pay>>.
- 12.2 The Company also provides details of other paid non-statutory leave>>.]
- 12.3 Please see the Company's policy for further information.
- 13. Training**
- 13.1 You will be required to undertake training in respect of: << state e.g. health and safety >>.
- 13.2 You may be required to undertake training at the Company's discretion and will be paid your normal rate of pay for any compulsory training.
- 13.3 You will not be paid for voluntary training: <<give details>>.
- 14. Sickness**
- 14.1 In the event that you are unable to attend for any reason you or someone on your behalf should inform the Company <<specify number>> at the earliest opportunity on the first day you are absent. You must inform him/her of the reason. You must inform the Company of any change in the date of your expected resumption of work.
- 14.2 A self-certification form must be submitted for absences of up to seven days. The form will be available on the Company's intranet.
- 14.3 For periods of sickness of more than seven consecutive days, including

weekends, you will
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Company.

14.4 **EITHER - When there
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receipt of sick pay.

15. **Maternity and Paternity R**

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this regard are available on

16. **Pension**

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Statement of Fitness for Work ('Fit
to <<specify job title>>. A new Fit
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there is no contractual right to
to sickness or incapacity. Any such
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any sick pay scheme, use this

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sick pay, for up to a maximum of
k pay is equal to normal basic
k Pay in accordance with the law.]

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medical examination. Such an
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ons with respect to maternity and
dants. The Company's policies in
job title>>.

Details can be found in <<State
specify job title>>.[The Company
salary. You may contribute up

you into a pension scheme, in
ment obligations.

Full details of the scheme, including the minimum contribution level, are available on request. If you do not want to join the scheme, you agree to make a worker pension contribution of your own salary.

The scheme is subject to change from time to time, and the Company may replace the scheme at any time.]

When you are enrolled, including the minimum contribution level, are available on request. If you do not want to join the scheme, you agree to make a worker pension contribution of your own salary.

The scheme is subject to change from time to time, and the Company may replace the scheme at any time.]

17. Mobility

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

18. Non- Compulsory Retirement

The Company does not have a compulsory retirement age and so you will not be compulsorily retired on retirement. However, you can choose to retire voluntarily at any time. The Company may require you to give the Company the required period of notice of termination of your employment.

19. Grievance Procedure

The Formal Grievance Procedure is set out in the attached Grievance Procedure. This policy does not form part of your terms and conditions of employment. A request from <<specify job title>>.

20. Disciplinary Procedure

20.1 The disciplinary rules and procedures are set out in the attached Disciplinary Procedure. This policy does not form part of your terms and conditions of employment.

20.2 In addition to the disciplinary rules and procedures, the nature of your employment may require you to comply with the following rules and associated potential disciplinary offences include but are not limited to:

20.2.1 Failure to attend work when instructed to do so;

20.2.2 Failure to be present at work at the prescribed times;

20.2.3 Falsification of time sheets;

20.2.4 Misuse or damage to the Company's property or Equipment; [and]

20.2.5 [Failure to comply with the Company's policy on insurance is in place for the Company's property or Equipment; [and]

20.3 You will be required to give the Company reasonable notice of termination of your employment in accordance with the attached Disciplinary Procedure.

21. Termination of employment

[EITHER

21.1 During the << >> period the notice required by either

- party to this Contract of employment will be one week.
- 21.2 After the successful completion of the probationary period, your employment may be ended by the Company by one month's written notice. The Company will give you ten days' written notice and after four years' continuous service, ten days' written notice for each additional complete year of service up to ten years' notice.
- 21.3 We reserve the right to terminate your employment without notice or option to pay you salary in lieu of notice.
- 21.4 Nothing in this Contract shall prevent the Company from terminating your employment summarily or otherwise in the event of a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.]

[OR (this option reflects the minimum period provided by law)]

21.1 Your contract of employment shall be terminated by written notice as follows:

Notice to be given by the Employer

Length of continuous service Minimum period of notice

From one month up to two years continuous service 1 week

From two years to 12 years continuous service 2 weeks and one additional week for each continuous year of employment in excess of two years

12 or more years 3 weeks

Notice to be given to the Employer

Length of continuous service Minimum period of notice

Less than one month 1 week

One month onwards 2 weeks

- 21.2 We reserve the right to terminate your employment without notice or option to pay you salary in lieu of notice.
- 21.3 Nothing in this Contract shall prevent the Company from terminating your employment summarily or otherwise in the event of a serious breach by you of the terms of your employment contract or acts of gross misconduct by you.]

22. Confidentiality

22.1 You shall not divulge to any person other than those with proper authority any confidential information, trade secrets or any other confidential information which you may receive or

obtain in the course of your employment 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 provision by you.

22.2 At home, you are responsible for keeping all documents and information associated with the employment secure at all times e.g. by keeping filing cabinets and documents locked when they are not in use.

23. 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 exclusive to Health and Safety, Fire Safety, Sick

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 provision by you.

At home, you are responsible for keeping all documents and information associated with the employment secure at all times e.g. by keeping filing cabinets and documents locked when they are not in use.

All staff have a duty to adhere to the Company's policies that are from time to time in force, including but not exclusive to Health and Safety, Fire Safety, Sick

24. Collective Agreements

[There are no collective agreements in force at the time of your employment.]

OR

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

[There are no collective agreements in force at the time of your employment.]

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

25. Data Protection

The Company is required to protect your personal data and what we do with that data. We will secure your personal data and will comply with all relevant data protection legislation. [Company's data protection policy is available on request.]

The Company is required to protect your personal data that we collect about you and what we do with that data. We will secure your personal data and will comply with all relevant data protection legislation. [Company's data protection policy is available on request.]

26. Changes to Terms and Conditions

The Company may amend these Terms and Conditions from time to time. Any such change will be notified to you personally in writing. [and in the Employee Handbook.]

These Terms and Conditions may be amended from time to time. Any such change will be notified to you personally in writing. [and in the Employee Handbook.]

The Company may amend these Terms and Conditions from time to time. Any such change will be notified to you personally in writing. [and in the Employee Handbook.]

27. Governing Law and Jurisdiction

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

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. 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 the above terms and conditions constitute my contract of employment

the above terms and conditions

Signed:
<<Name of Employee>>

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