

Homeworker

Terms and Conditions of Employment

[Insert name of employee]

[Insert 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 the Offer Letter will prevail, except where expressly stated to the contrary.]**



Staff Squared

TERMS AND CONDITIONS OF EMPLOYMENT

1. General

The following statement is issued by [*insert name of Company*] a company registered in [*insert country*] under registration number [*insert Company number*] whose registered office is at [*insert Registered Office 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 (Amendment) Regulations 2007 as amended or re-enacted at the relevant time.

2. Employee Name, Address, and Duties

You [*insert name of Employee*] of [*insert Employee's address*] (hereinafter referred to as **you**) are employed by the Company in the capacity of [*insert job title*].

3. Date of Commencement / Continuous Employment

3.1 Your period of continuous employment with the Employer begins on [*insert date*].

3.2 [No employment with a previous employer counts as part of your period of continuous employment] OR [Your employment with [*insert name of previous employer*] which began on [*insert date*] will count as part of your continuous period of employment with the Employer].

3.3 The first [*insert number*] months of your employment will be a probationary period during which your performance will be assessed. During this period, the home working arrangements will be monitored in addition to your performance and conduct. At the end of the probationary period both the home working arrangements and your performance will be reviewed and, if found satisfactory, the home working 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 [*insert Employee's home address*].

4.2 You will be required to attend the Company's office at [*insert Company's 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 [*insert Employee's home address*] before you start work there [and every 6 months thereafter], to ensure that it is a safe working environment.

5. Hours of work

5.1 Your daily work schedule should not exceed an average of [*insert amount*] hours per day (averaged over 17 weeks), with one or two thirty-minute breaks over that period.

5.2 You must ensure that the Company can contact you at your normal place of work on weekdays between [*insert start time*] and [*insert end time*].

5.3 In certain circumstances it may be necessary to adjust or exceed the hours in order to ensure that your duties in accordance with the terms of the employment are properly performed.



- 5.4 [You will be paid for any overtime worked in accordance with the requirements of sub-clause 5.3 on the following basis: **[insert terms of overtime]**.]

6. Remuneration

- 6.1 You will be paid **[weekly/monthly]** by credit transfer to a bank or building society account nominated by you in arrears at the rate of £**[insert amount]** gross per hour worked, normally on **[insert date]** of each month.
- 6.2 Your salary will be reviewed **[quarterly/half-yearly/annually]** entirely at our discretion.

7. Right to Enter

You consent to **[insert name and job title]** with or without workmen and/or others at all reasonable times to enter **[insert Employee's home address]** to:

- 7.1 install, inspect, replace, repair, maintain and service the Company's property and Equipment by prior arrangement during the course of your employment with the Company;
- 7.2 carry out risk assessments of the Company's property and Equipment and your workstation by prior arrangement during the course of your employment 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.

8. Equipment and Insurance

- 8.1 The Company will provide you with **[insert description of equipment]** (Equipment).
- 8.2 You must not allow members of your family or third parties who are not employed by the Company to access or use the company's Equipment.
- 8.3 The Company will install, service and maintain 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] will be responsible for providing and maintaining a valid and comprehensive policy of insurance which covers the Company's property and Equipment, to be kept at **[insert Employee's home address]** at all times. [The Company reserves the right to inspect the insurance policy and to require you to take out additional insurance within reason if the Company deems it appropriate.]
- 8.5 You will not do, cause or permit any act or omission which will invalidate the policy of insurance covering the Company's property and Equipment kept at **[insert Employee's home address]**.

9. Expenses

[The Company will reimburse your reasonable pre-approved **[list types of expenses]** expenses incurred by you in performance of your duties during the course of your employment with the Company, subject to the production of all the necessary receipts and itemised bills.]

OR

[The Company will pay you a sum of £**[insert amount]** per month to cover the costs of working from **[insert Employee's home address]**, to be paid at the same time and in the same way as your salary.]

10. Holidays

- 10.1 You are entitled to **[insert amount]** days' [this includes the statutory minimum holiday entitlement of 20 days, to which 8 days public and bank holidays have been added. This does not include special bank holidays, which may be given at the employer's discretion] holiday in each complete calendar year, including bank and public holidays.

- 10.2 The holiday year commences on **[insert start date]** and finishes on **[insert end date]** each year.
- 10.3 If your employment commences or finishes part way through the holiday year, your holiday entitlement will be prorated accordingly.
- 10.4 If, on termination of employment:
- 10.4.1 you have exceeded your prorated holiday entitlement, the Company will deduct a payment in lieu of days holiday taken in excess of your prorated holiday entitlement, on the basis of **[insert calculation]**, and you authorise the Company to make a deduction from the payment of any final salary.
 - 10.4.2 you have holiday entitlement still owing, the Company may, at its discretion, require you to take your holiday during your notice period or make a payment in lieu of untaken holiday entitlement
- 10.5 Holidays must be taken at times convenient to the Company. You must obtain approval of proposed holiday dates in advance from **[insert job title]**. You will not be allowed to take more than two weeks at any one time, save at the Company's discretion. You must not book holidays until your request for approval has been formally agreed.
- 10.6 All holiday must be taken in the year in which it is accrued. In exceptional circumstances you may carry forward up to **[insert amount]** days untaken holiday entitlement to the next holiday year. This applies for one year only, and holiday may not be carried forward to a subsequent holiday year.
- 10.7 If you are sick or injured while on holiday, the Company will allow you to transfer to sick leave and take replacement holiday at a later date. This is strictly subject to the following:
- 10.7.1 You must contact **[insert job title]** in person and by telephone (if possible) as soon as you know that your holiday will be affected by sickness or injury;
 - 10.7.2 The full period of your incapacity due to sickness or injury must be certificated by a qualified medical practitioner, **[where it exceeds seven days;]** and
 - 10.7.3 Within **[insert amount]** of your return to work, you must confirm in writing how much of your holiday was affected by sickness or injury and the amount of leave you wish to take at another time. This written notification must be sent to **[insert job title]**.

11. Sickness

- 11.1 In the event that you are unable to work for any reason you or someone on your behalf should contact **[insert job title]** at the earliest opportunity on the first day you are unable to work, to inform him/her of the reason. You must inform the Company as soon as possible of any change in the date of your expected resumption of work.
- 11.2 A self-certification form should be completed for absences of up to seven days. The form will be supplied to you.
- 11.3 For periods of sickness of more than seven consecutive days, including weekends, you will be required to obtain a Statement of Fitness for Work ('Fit Note') / Medical Certificate and send this to **[insert job title]**. A new Fit Note / Medical Certificate should be sent periodically as required by the Company.
- 11.4 **EITHER - When there is no contractual right to sick pay; employee will only receive SSP use this clause:-**



[If you are absent for four or more days by reason of sickness or incapacity, you are entitled to Statutory Sick Pay (**SSP**), provided that you have met the requirements above. For the purposes of the SSP scheme the 'qualifying days' are **[state qualifying days]** There is no contractual right to payment in respect of periods of absence due to sickness or incapacity. Any such payments are at the discretion of the Company.]

OR – When the company operates a company sick pay scheme, use this clause:-

[If you are absent through sickness or incapacity, and you have complied with the requirements above, you will be paid company sick pay, for up to a maximum of **[insert amount]** days in any calendar year. Company sick pay is equal to normal basic salary. Thereafter you will receive Statutory Sick Pay in accordance with the law.]

- 11.5 The Company has the right to monitor and record absence levels and reasons for absences. Such information will be kept confidential.
- 11.6 The Company may require you to undergo a medical examination by a medical practitioner nominated by us at any stage of your employment, and you agree to authorise such medical practitioner to prepare a medical report detailing the results of the examination, which you agree may be disclosed to the Company. The Company will bear the cost of such medical examination. Such an examination will only be requested by the Company where it is reasonable to do so.
- 11.7 For the avoidance of doubt, the Company reserves the right to terminate your employment under Clause 18 at any time, notwithstanding that you may be in receipt of sick pay.

12. Maternity and Paternity Rights

The Company will comply with its statutory obligations with respect to maternity and paternity rights and dealing with time off for dependants. The Company's policies in this regard are available on request from **[insert job title]**.

13. Pension

EITHER

[There are no pension arrangements applicable to your employment.]

OR

[The designated pension scheme is **[insert name of Scheme]**. Details can be found in **[state where the details of the Scheme can be found]** or obtained from **[insert job title]**.] [The Company will make a contribution of **[insert amount]**% of your salary. You may contribute up to **[insert amount]**% of your salary.]

OR

[If you are eligible, the Company will auto-enrol you into a pension scheme, in accordance with the Company's pension auto-enrolment obligations.

Full details of the scheme will be provided when you are enrolled, including the minimum contribution level that you will be required to make and your right to opt out if you do not want to join the scheme. While participating in the scheme, you agree to worker pension contributions being deducted from your salary.

The scheme is subject to its rules as may be amended from time to time, and the Company may replace the scheme with another pension scheme at any time.]



14. Mobility

You may be required to travel on Company business anywhere in the UK.

15. Non- Compulsory Retirement

The Company does not operate a normal retirement age and so you will not be compulsorily retired on reaching a particular age. However, you can choose to retire voluntarily at any time, provided you give the Company the required period of notice of termination of your employment.

16. Grievance Procedure

The Formal Grievance Procedure is available on request from [insert job title]. This policy does not form part of your terms and conditions of employment.

17. Disciplinary Procedure

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

17.2 In addition to the attached Disciplinary Policy and Procedure the nature of your employment necessitates additional rules and associated potential disciplinary offences. Such additional disciplinary offences include but are not limited to:

17.2.1 Failure to attend the Company's offices when instructed to do so;

17.2.2 Failure to be contactable at the prescribed times;

17.2.3 Falsification of records.

17.2.4 Misuse or destruction of the Company's property or Equipment; [and]

17.2.5 [Failure to ensure a valid policy of insurance is in place for the Company's property and Equipment.]

17.2.6 You will be required to attend the Company's office at [insert Company's address] on reasonable notice for disciplinary meetings in accordance with the attached rules.

18. Termination of employment

[EITHER

18.1 During the [insert amount] months probationary period the notice required by either party to this Contract to terminate your employment will be one week.

18.2 After the successful completion of any probationary period, your employment may be ended by you giving the Company one month's written notice. The Company will give you one month's written notice and after four years' continuous service a further one week's notice for each additional complete year of service up to a maximum of 12 weeks' notice.

18.3 We reserve the right in our absolute discretion to pay you salary in lieu of notice.

18.4 Nothing in this Contract prevents us from terminating your employment summarily or otherwise in the event of any serious breach by you of the terms of your employment or in the event of any act or acts of gross misconduct by you.]

[OR (this option reflects the statutory notice period provided by law)

18.1 Your contract of employment may be ended by written notice as follows:

Notice to be given by the Company:

Length of continuous service	<u>Minimum period of notice</u>
From one month up to two years	One week
From two years to 12 years	Two weeks and one additional week for each continuous year of employment in excess of two years
12 or more years	12 weeks

Notice to be given to the Company:

Length of continuous service	Minimum period of notice
Less than one month	One day
One month onwards	One week

18.2 We reserve the right in our absolute discretion to pay you salary in lieu of notice.

18.3 Nothing in this Contract prevents us from terminating your employment summarily or otherwise in the event of any serious breach by you of the terms of your employment or in the event of any act or acts of gross misconduct by you.]

19. Confidentiality

19.1 You shall not divulge nor communicate to any person other than those with proper authority any of the business plans, trade secrets or any other confidential information relating to the Company which you may receive or obtain in the course of your employment with the Company. This restriction shall continue to apply following the termination of your employment but shall cease to apply to information or knowledge which may come into the public domain other than through any breach of this provision by you.

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

20. Employment Policies

All staff have a duty to adhere to all of the Company's policies that are from time to time in force, including but not exclusive to the Company's Health and Safety, Fire Safety, Sickness and Absence and Equal Opportunities Policies.

21. Collective Agreements

[There are no collective agreements relevant to your employment.]

OR

[Your employment is subject to the following collective agreement *[insert name of agreement]*.]

22. Data Protection

The Company is required to tell you about the personal data that we collect about you and what we do with that information, including how we use, store, transfer and secure your personal data. You confirm that you shall at all times comply with all relevant data protection legislation and all



obligations imposed on you under the [**Company's data protection policy and**] privacy notice from time to time in force.

23. Changes to Terms and Conditions of Employment

The Company may amend, vary or terminate the terms and conditions in this document and in the [**specify name of document**] and any such change will be notified to you personally in writing or, when generally applied, by notice.

24. Governing Law and Jurisdiction

These Terms and Conditions of Employment 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 [**insert Company name**]

Signed:

For and on behalf of [**name of Company**]

Position:

Date:

I acknowledge receipt and confirm my agreement that the above terms and conditions constitute my contract of employment.

Signed: [**Employee**]

Date:

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