

Remote Work Agreement UK

Governed by the Employment Rights Act 1996, Employment Relations (Flexible Working) Act 2023, Health and Safety at Work etc. Act 1974, Data Protection Act 2018 / UK GDPR, and Equality Act 2010.

Employee's Full Name: _____

Job Role/Title: _____

Home Address: _____

This agreement sets out the terms and conditions governing your period of remote working from home. The Organisation reserves the right to terminate this agreement at any time where it deems this necessary.

1. CONFIRMATION OF ELIGIBILITY FOR REMOTE WORKING

Prior to entering into this agreement, it has been confirmed that each of the following conditions applies to your role and circumstances. Tick all that apply:

- ☐ The employee has completed the relevant probationary period attached to the role.
- ☐ The role is suitable for remote working.
- ☐ The home environment is suitable for remote working.
- ☐ No aspect of the employee's recent appraisals was assessed as unsatisfactory.
- ☐ The employee's disciplinary record is clear.

2. COMMENCEMENT OF REMOTE WORKING

Your remote working arrangement commenced / commences on: _____

Your remote working arrangement is currently expected to end on: _____

3. TRIAL PERIOD

This remote working arrangement will be subject to the successful completion of a trial period. The purpose of this period is to enable both the Organisation and you to assess whether the arrangement as set out in this agreement is operating as intended.

Your trial period commenced / commences on: _____

The trial period is currently expected to conclude on: _____

At the conclusion of the trial period, the Organisation will determine whether it has been successful and confirm whether the remote working arrangement may continue. The Organisation may, at that stage, propose amendments to the terms of the arrangement.

The Organisation reserves the right to extend the trial period or to terminate the remote working arrangement where it deems this necessary.

4. PLACE OF WORK

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

Should your home address change, even temporarily, you must notify the Organisation immediately so that any necessary checks may be carried out.

Whilst acknowledging that your workplace is also your home, the Organisation reserves the right to attend your home address for work-related purposes. Such visits will be arranged with you in advance; however, your agreement to such visits is a condition of this arrangement. Visits may be conducted for purposes including, but not limited to, health and safety risk assessments and performance reviews. You are required to familiarise yourself with the Organisation's health and safety policy, which is available from:

Meetings, training sessions, or conferences may be held from time to time at the Organisation's principal office and your attendance may be required. The Organisation will provide as much notice as reasonably practicable. Costs of travel to and from the principal office will not be reimbursed unless otherwise agreed. Other travel reasonably incurred for business purposes will be reimbursed in accordance with the Organisation's expenses policy. All expense claims must be submitted with appropriate receipts for approval by your line manager within one month of expenditure. Reimbursement will be made:

The performance of your role may require an element of travel within the following area or territory:

You are required to ensure that all documents belonging to the Organisation, particularly those of a sensitive or confidential nature, are stored securely within an appropriate lockable system in accordance with applicable data protection legislation. All Organisation equipment, including laptops and computers, must be password-protected. No unauthorised person may use Organisation equipment.

5. EXCEPTIONAL CIRCUMSTANCES

Exceptional circumstances may arise that require the Organisation to request your attendance at the office, including but not limited to power outages or supply disruptions affecting your home. The Organisation reserves the right to require your attendance at the office in such circumstances where no alternative working arrangement can be agreed. The Organisation may alternatively discuss with you the use of accrued annual leave, time off in lieu, or an arrangement to make up the time lost.

6. HOURS OF WORK

Select and complete the applicable arrangement. Delete provisions that do not apply.

Option A – Standard contractual hours

As set out in your contract of employment, your normal hours of work are:

From: _____ To: _____ On: _____

These hours and days are not variable and shall continue to apply throughout your period of remote working. You may be required to work overtime or additional hours when authorised and as necessitated by the needs of the business.

Option B – Fixed days and specified 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 shall continue to apply throughout your period of remote working.

Option C – Variable hours

As set out in your contract of employment, you have no guaranteed hours of work in any given week. Your working hours are variable in number; the actual days, start times, and finish times will be determined in accordance with the operational needs of the Organisation. The days on which you are required to work are:

The Organisation's operational hours are: _____ to _____ on _____
You will generally be expected to work a shift of _____ hours between _____ and _____
You will not be required to work more than _____ days in any calendar week.
Actual working hours will be communicated to you via the rota with the following advance notice:

This arrangement shall continue to apply throughout your period of remote working.

Option D – Fixed weekly hours on variable days and times

As set out in your contract of employment, your normal contracted hours per week are:

Hours per week: _____

Actual days, start times, and finish times will be variable and determined in accordance with the Organisation's operational needs. The days on which you are required to work are:

Operational hours: _____ to _____ on _____
You will generally work a shift of _____ hours; not exceeding _____ days per calendar week.
Actual working hours will be communicated to you via the rota with the following advance notice:

This arrangement shall continue to apply throughout your period of remote working.

7. OVERTIME

You may be required to work overtime or additional hours when authorised and as necessitated by the operational needs of the business. If you work in excess of:

hours in any given week, overtime payments will be made at the following rate:

8. REST BREAK ENTITLEMENT

Select and complete the applicable provision. Delete the provision that does not apply.

Option A – Statutory minimum rest break

You will receive an unpaid rest break of 20 minutes on any day on which your working hours exceed six consecutive hours, in accordance with the Working Time Regulations 1998.

Option B – Contractual rest break

You are entitled to an unpaid rest break of _____ minutes each working day.

9. EQUIPMENT

The Organisation will supply all hardware and software equipment required for the proper performance of your role. The following conditions apply to the use of such equipment:

- You must exercise due care when using all Organisation equipment. No drinks or liquids should be placed near electrical items. No unauthorised person may use Organisation equipment.
- Your home and contents insurance policy should be extended to provide cover for work-related materials kept at your home address. The Organisation will meet any verified increase in your insurance premium that is directly attributable to this requirement.
- Organisation equipment remains the property of the Organisation at all times. All equipment must be returned upon termination of your employment or at such earlier time as directed by the Organisation.
- You are responsible for keeping all equipment required for the performance of your duties adequately charged and maintained, including but not limited to any laptop, mobile phone, or other device provided by the Organisation, and for ensuring access to a suitable power supply.
- An amount equivalent to the cost of any Organisation equipment broken through your negligence, or not returned upon request, may be deducted from your pay, subject to prior written agreement in accordance with section 13 of the Employment Rights Act 1996.
- Deductions may also be made in accordance with any separate written deductions agreement entered into between you and the Organisation.

10. COMMUNICATIONS

Select and complete the applicable provision. Delete the provision that does not apply.

Option A – Employee-arranged and reimbursed

Costs properly incurred by you in connection with the provision of telephone and broadband internet connections for business use only will be reimbursed by the Organisation in accordance with its expenses procedure. Full details are available from:

Option B – Organisation-arranged and funded

The Organisation will arrange and fund the provision of telephone and broadband internet connections at your home address for business use only. Further information is available from:

11. EXPENSES

Any expenditure properly and reasonably incurred by you on behalf of the Organisation will be reimbursed, subject to the submission of a fully completed expenses form (available from the designated person) supported by original receipts.

All expense claims must be submitted to your line manager for approval within one month of the date of expenditure. Reimbursement will be made:

The Organisation reserves the right to decline any expense claim where the expenditure is considered

unreasonable, disproportionate, or unnecessary. Full details of the Organisation's expenses policy are available from:

12. SICKNESS ABSENCE

You must notify the Organisation by telephone on the first day of any period of incapacity through illness or injury, at the earliest possible opportunity and no later than:

Save in exceptional circumstances, notification must be given personally to:

If your absence due to sickness or injury continues for seven or more consecutive days (including non-working days), you must obtain a medical statement (fit note) from a registered medical practitioner and submit it to the Organisation. Subsequent fit notes are required for any period extending beyond the duration stated in the first certificate. Absences of fewer than seven consecutive days must be self-certified. Further details of the Organisation's sickness absence procedure are available from:

13. SICK PAY

Select and complete the applicable provision. Delete the provision that does not apply.

Option A – Statutory Sick Pay only

You are entitled to Statutory Sick Pay (SSP) if you are absent from work due to sickness or injury, provided you satisfy the current statutory qualifying conditions as set out in the Social Security Contributions and Benefits Act 1992 and the Statutory Sick Pay (General) Regulations 1982 (as amended). Details of SSP entitlement and the Organisation's rules relating to sick pay are set out in:

Option B – Occupational sick pay scheme

You are entitled to participate in the Organisation's occupational sick pay scheme if you are absent from work due to sickness or injury, subject to meeting the qualifying conditions of that scheme. Details of entitlement and the Organisation's rules relating to sick pay are set out in:

14. CONFIDENTIALITY

All information that:

- has been acquired by you during or in the course of your remote working, or has otherwise been acquired by you in confidence;
- relates to the business of the Organisation, or to that of any other person or body with whom the Organisation has dealings of any kind; and
- has not been placed in the public domain by, or with the authority of, the Organisation,

shall be treated as confidential. Save in the course of the Organisation's business or as required by law, you shall not at any time, whether before or after the termination of this remote working arrangement, disclose such information to any person without the Organisation's prior written consent.

You shall familiarise yourself with the Organisation's policies on data protection and shall comply with those policies at all times, exercising reasonable care to keep safe all documentary or other material containing confidential information. You shall notify the Organisation immediately upon becoming aware of any actual or suspected data breach. Upon termination of your employment, or at any earlier time upon the Organisation's request, you shall return all such material in your possession.

15. AMENDMENTS TO THE REMOTE WORKING ARRANGEMENT

This remote working arrangement will be subject to regular review. The Organisation may, from time to time, determine that amendments to this arrangement are required and reserves the right to make reasonable amendments to this agreement. You will receive written confirmation of any changes within:

of those changes taking effect.

Such amendments may include a variation to your place of work, requiring you to attend the Organisation's office. Where practicable, the Organisation will give the following period of notice of any such change:

However, there may be exceptional circumstances in which the Organisation requires you to attend the office at short notice. In such circumstances, the Organisation reserves the right to require you to:

- work from a different location;
- undertake different duties; or
- alter your working hours.

The above list is not exhaustive. If a suitable working alternative cannot be identified, the Organisation may seek to agree other arrangements with you, including the use of annual leave, accrued time off in lieu, or an arrangement to make up any time lost.

If the Organisation is unable to provide you with work, and if a shortage of work clause applies to your employment, the Organisation may, in accordance with that clause, temporarily:

- place you on short-time working, in which case you will be paid for those hours actually worked; or
- lay you off from work, in which case you will be paid in accordance with the statutory guarantee pay provisions applicable at that time under the Employment Rights Act 1996.

Where no such clause applies, the Organisation may seek your written agreement to the above temporary arrangements. If you decline to agree, you will remain entitled to your full contractual pay for any period during which no work is provided and no alternative arrangement (including annual leave or time off in lieu) can be agreed.

16. COMPLIANCE WITH ORGANISATIONAL POLICIES

You remain a direct employee of the Organisation and are expected to comply with all applicable policies and procedures throughout your period of remote working. The Organisation is:

Failure to comply with the Organisation's policies and procedures, or any other act of misconduct, will be addressed in accordance with the Organisation's disciplinary procedure and may also result in the termination of this remote working arrangement.

17. ORGANISATION VEHICLE (Complete only if applicable)

Where your role requires travel, the Organisation will provide you with a vehicle for work use only. Private use is not permitted unless you have obtained prior written authorisation from the Organisation.

You must present your driving licence for inspection on an annual basis. If the Organisation becomes aware, whether during such an inspection or otherwise, that you have been disqualified from driving, the Organisation will endeavour to identify suitable alternative employment for you. If no suitable alternative can be found, your employment may be terminated.

All costs associated with your use of the Organisation vehicle for business purposes will be met by the Organisation, including road tax, insurance, servicing, and fuel consumed during Organisation business.

You are responsible for the cost of fuel consumed during any authorised private use.

You will be personally liable for any loss or cost arising from your negligence in connection with the vehicle, including repair costs, insurance excess payments, or adjustments to the insurance premium resulting from a claim attributable to your conduct.

The Organisation reserves the right to deduct any such costs from your pay or to require payment by an agreed alternative method. The Organisation also reserves the right to withdraw the provision of a vehicle at any time.

Further provisions governing the use of Organisation vehicles are available from:

18. FUEL CARD (Complete only if applicable)

Employees who travel frequently on Organisation business may be eligible to participate in the Organisation's fuel card scheme, operated in conjunction with:

The fuel card enables eligible employees to refuel authorised Organisation or private vehicles used for business purposes, without the need to submit a separate expense claim for fuel costs. Further information regarding eligibility and the operation of the scheme is available from:

19. DATA PROTECTION

The Organisation collects and processes personal data relating to you in connection with your employment, and does so in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. You are referred to the Organisation's Privacy Notice, which is available from:

The Privacy Notice sets out the categories of personal data processed, the legal bases for that processing, and your rights as a data subject.

You must familiarise yourself with, and at all times comply with, the Organisation's data protection policies as they apply to data processing undertaken by you in the course of your duties. This obligation applies with particular force in a remote working context, where you are responsible for maintaining the security of Organisation data and systems from your home environment. Failure to comply with the Organisation's data protection policies may result in disciplinary action being taken, up to and including dismissal.

20. ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge receipt of this document. I confirm that I have read and understood its contents in full and accept that it forms the basis of my remote working arrangement with the Organisation. I agree to comply with the terms set out in this agreement and to keep myself informed of any amendments made to it in accordance with clause 15 above.

SIGNED BY THE EMPLOYEE

Signature: _____

Full Name (BLOCK CAPITALS): _____

Date (DD/MM/YYYY): _____

SIGNED FOR AND ON BEHALF OF THE ORGANISATION

Signature: _____

Full Name and Position (BLOCK CAPITALS): _____

Organisation Name: _____

Date (DD/MM/YYYY): _____