Appendix 6: Homeworking Agreement for Designated Homeworkers

**Introduction**

This agreement is intended to be fully complied with by both parties and has to be understood and agreed in full, to be implemented by the University and the employee. It has been agreed that from ………………..you will be classed as a Designated Homeworker as defined in section 5 of the homeworking guidelines and section 5 of the flexible working policy

This agreement will initially be for a trial period of ……………..( *three months or other time period if agreed*). After this time a decision will be made on the permanency of this agreement. The decision to homework is reversible by individual/collective agreement with two months notice and if the agreement is reversed, the employee will return to their original place of work.

**Health and Safety**

* The employee should have adequate office space, ventilation, etc (i.e. fulfil risk assessments);
* Draft risk assessment forms to cover the following: Display Screen Equipment, Manual Handling, use of electrical equipment and Control of Substances Hazardous to Health (COSHH), have been drawn up and provided to the employee for them to complete and return to their line manager. Please note: this agreement cannot commence until those assessments have been returned and determined as being satisfactory by the Safety Officer
* The University Safety Officer will review these risk assessments to determine if the employees’ circumstances are satisfactory to permit homeworking. This might include undertaking the risk assessments at the employee’s home. An application might be refused if the risk assessment is unsatisfactory.

**Taxation, Insurance and Mortgage implications**

### Property Insurance

* The University will insure all equipment provided to the employee that is to be used at the employees’ home and that might be taken outside the employees’ office. Any equipment bought and owned by Oxford Brooke is automatically covered by the University’s insurance subject to a £750 excess. Individual schools and directorates will provide guidance on whether they also require staff working from home to include such items on their home and contents insurance in order to obtain cover with a lower excess.
* The University’s insurance cover includes conditions relating to security and risk management. These are detailed in Sections 2, 14 and 15 of our Insurance Handbook. It is assumed that the employee has obtained a copy of the Handbook and ensured compliance with these conditions.

### Home and Contents Insurance

* It is assumed that the employee has arranged for adequate insurance of their home and contents other than the items specifically insured by Oxford Brookes.
* Evidence must be provided to Oxford Brookes that insurers of the property have been advised in writing of the employee’s working from home and have acknowledged this in writing.
* Incidents which may result in claims against Oxford Brookes insurance cover must be reported to the member of staffs line manager. Major incidents must be reported immediately by telephone to the member of staff’s line manager.
* See section 8 of the Homeworking guidelines for further information.
* It is assumed that the employee has informed the Inland Revenue of their change of status. If any actions result/are required following notification it is the responsibility of the employee to inform the University.
* It is assumed that the employee has informed their mortgage provider of their change of status. If any actions result/are required following notification it is the responsibility of the employee to inform the University.

**Data Protection**

* The employee will conform to data security requirements laid down in section 7 of the Homeworking guidelines

**Equipment**

* The University will provide a suitable computer for the employees use as well as paying for the cost of installation and monthly subscription to Broadband.

**Other conditions**

* The employee will provide their line manager with a regular record of their work.
* The employee will be expected to come into the office on the Gipsy Lane campus at least once per month.
* This agreement is intended to be undertaken within the context of the wider document, *dti TELEWORK GUIDANCE*, as produced by the dti. A copy of this document has been provided to the employee.
* Allowances for business rates (heating, lighting, etc.) will be made by the University to the employee to the sum of £2 per week (£104 per year) paid monthly with the employees’ salary.

There is no absolute right on the part of an employee to work from home and this agreement will be reviewed regularly. You may be required to revert back to your previous work arrangement or be moved to work on campus. You will be given contractual notice of this unless it is the result of a disciplinary sanction where you will not be given notice. If you wish to appeal such a decision then you will need to do this through the grievance procedure or the disciplinary procedure as appropriate.

By signing this agreement you are agreeing to abide by all aspects of the Home Working Policy and Guidelines which may be reviewed and changed at any time without formal notification to you. An up to date version of the current policy and guidelines can be found at the following Intranet address: ……….

Please sign below to say you have read the University Home Working Policy and Guidelines and that you agree to abide by them and should they change in the future you will abide by the revised policy and guidelines.

This agreement has been read and understood by the parties below: -

**Employee**: **Date**:

**Line Manager**: **Date**: