



## **Home and Hybrid Working Policy**

**Company Policy No: 56**  
**Company:** Nutrix Personnel t/a Magisters Education Ltd  
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## **Home and Hybrid Working Policy**

### **About this policy**

- 1.1 Nutrix Personnel t/a Magisters Education Ltd supports homeworking in appropriate circumstances, either occasionally (to respond to specific circumstances or to complete particular tasks) and in some cases on a regular (full or part-time) basis. In addition, this policy has been implemented in light of the circumstances of the pandemic which required an extended period of home working required by Government policy.
- 1.2 This policy aims to ensure that homeworking is carried out safely and in accordance with our policies and current legislation. It sets out the conditions on which homeworking will be allowed and the terms that apply to all homeworkers. If you are allowed or required to work from home, you must comply with this policy.
- 1.3 Any reference to "workplace" in this policy is a reference to the place of work as specified in your contract of employment or, where not specified, your usual place of work when you attend our premises.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **Homeworking arrangements**

- 2.1 We recognise that there are a number of homeworking arrangements that you may request, and that these arrangements may be requested as part of a flexible working application, such as:
  - (a) working from home as your main place of work;
  - (b) working from home on a part-time basis on fixed days of the week, or
  - (c) splitting your working time between the workplace and your home subject to business factors and manager approval.
- 2.2 If you want to vary your working arrangements so that, either permanently or for a fixed period, you work from home for all or part of your working week, you will need to make a flexible working request in accordance with our flexible working policy. Any request to work from home must meet the needs of our business as well as your needs.
- 2.3 There are also a number of circumstances in which the ability to work from home on an occasional or temporary basis may be of benefit to you, including illness of a dependant or travel disruption. For such temporary arrangements, you should contact your director to seek authorisation on a case-by-case basis.
- 2.4 Homeworking may also be required or imposed, for example by Government policy or because you are required to self-isolate. You may be asked to demonstrate evidence of any requirement to work from home.

### **3. Hybrid working arrangements**

- 3.1 A hybrid working arrangement is an informal (non-contractual) flexible working arrangement which allows you to split your working time between the workplace and your home.
- 3.2 Hybrid working arrangements have also been applied to certain teams. However, hybrid working arrangements will differ depending on the nature of your role, duties and responsibilities and so are discretionary and subject to agreement with your director. The days and times worked from your workplace and your agreed remote working location are subject to agreement and may vary to accommodate the needs of our business.
- 3.3 It is recognised that any agreed hybrid working arrangement is subject to the requirement for you to attend the workplace on our reasonable request to accommodate the needs of our business, such as to attend training or meetings.
- 3.4 All hybrid working arrangements are subject to ongoing review and may be modified for reasons including a change in business needs or performance concerns.
- 3.5 Hybrid working arrangements are discretionary and we reserve the right to terminate a hybrid working arrangement, in accordance with paragraph 11 below.
- 3.6 When working from home under a hybrid working arrangement the terms of this policy will apply.

#### **Conditions necessary for homeworking**

- 4.1 Not all roles and not all jobs are suitable for homeworking. You should not assume that a flexible working application to work from home will automatically give you the right to amend your working hours or any other aspect of your working arrangements.
- 4.2 A request for homeworking is unlikely to be approved, on either an occasional or permanent basis, if:
  - (a) you need to be present in the workplace to perform your job (for example, because it involves a high degree of personal interaction with colleagues or third parties or involves equipment that is only available in the workplace);
  - (b) your most recent appraisal identifies any aspect of your performance as unsatisfactory;
  - (c) your line manager has advised you that your current standard of work or work production is unsatisfactory;
  - (d) you have an unexpired warning, whether relating to conduct or performance; or
  - (e) you need training and/or supervision to deliver an acceptable quality or quantity of work.
- 4.3 If you wish to apply to work from home, you will need to be able to show that you can:
  - (a) have a suitable working environment at your home that enables you to carry out your role effectively;
  - (b) continue to work the hours required by your contract of employment;

- (c) work independently, motivate yourself and use your own initiative;
- (d) manage your workload effectively and complete work to set deadlines;
- (e) identify and resolve any new pressures created by working at home;
- (f) adapt to new working practices, including maintaining contact with your line manager and colleagues at work;
- (g) make arrangements for the care of any children or other dependants when you are working from home; and
- (h) determine any resulting tax implications for yourself.

### **Location**

- 5.1 You will be required to work from your home address for the duration of your homeworking arrangement. If you wish to work from a different location at any time, this will need to be agreed with your line manager in advance.
- 5.2 If you wish to work from a location abroad at any time during your homeworking arrangement, this will require separate approval from the HR Department and there is no guarantee that this will be possible. Working from home from a location abroad is not subject to this policy due to different compliance and legislative requirements.
- 5.3 If we do agree to you working from an address other than your home address, this will be subject to our right to require you to return to your home address on one weeks' notice.

### **Management, training and workplace attendance**

- 6.1 Your line manager will remain responsible for supervising and assessing you in the same way as staff based in the workplace and will agree the best way to appraise your performance and provide ongoing supervision in a remote way. Your line manager will regularly review your homeworking arrangements and take steps to address any perceived problems. They will ensure that you are kept up to date with any changes to the workplace or information relevant to your work.
- 6.2 You will be subject to the same performance measures, processes and objectives that would apply if you worked in the workplace.
- 6.3 If you receive an unsatisfactory grade in an appraisal or a review or are subject to a verbal or written warning for any reason, your homeworking arrangements may be terminated immediately and you will be expected to return to work in the workplace.
- 6.4 You will be provided with the same opportunities for training, development and promotion as provided to staff based in the workplace. If your homeworking arrangement will impact on your ability to apply for certain roles, your line manager will discuss this with you to ensure that you are not denied any opportunity unfairly.
- 6.5 You agree to attend the workplace or other reasonable location for meetings, training courses or other events which we expect you to attend.

- 6.6 You understand that when you do attend the workplace, you may have to hot desk or share a desk with someone else.

### **Health and safety**

- 7.1 When working at home you have the same health and safety duties as other staff. You must take reasonable care of your own health and safety and that of anyone else who might be affected by your actions and omissions. You must attend our usual health and safety courses, read our health and safety policies and associated communications, and undertake to use equipment safely.
- 7.2 To identify any potential health and safety hazards in the home and take appropriate steps to minimise risk, we retain the right to carry out a health and safety risk assessment remotely or by arranging a home visit before or shortly after you begin homeworking. We will contact you to arrange completion of the risk assessment. The need for such inspections will depend on the circumstances, including the nature of the work undertaken.
- 7.3 You must not have meetings in your home with customers and must not give customers your home address (or any other remote working address) or personal telephone number.
- 7.4 You must ensure that your working patterns and levels of work when working at home are not detrimental to your health and wellbeing. If you have concerns about your health or wellbeing arising as a result of your workload or working pattern, you should inform your line manager without delay so that we can discuss measures to deal with this.
- 7.5 You must use your knowledge, experience and training to identify and report any health and safety concerns to your line manager.

### **Equipment and suitable workspace**

- 8.1 We will provide equipment that we consider you reasonably require to work from home. We will make all necessary arrangements for and bear the cost of installing, maintaining, repairing or replacing (where necessary) and removing equipment from your home. Where equipment is provided, it remains our property and you must:
- (a) ensure it is only used by you and only for the purposes for which we have provided it;
  - (b) take reasonable care of it and use it only in accordance with any operating instructions and our policies and procedures; and
  - (c) make it available for collection by us or on our behalf when requested to do so.
- 8.2 To arrange installation or service of any equipment that we provide, you should contact [the IT department which can guide you through the process remotely. If this is not possible, we may need to arrange a home visit and will contact you to arrange this where necessary.
- 8.3 When travelling between your remote working location and your workplace you agree to keep equipment provided by us secure at all times.

- 8.4 On termination of your homeworking arrangement or on termination of your employment you will return all equipment provided by us. Where necessary, we may need to arrange a home visit to reclaim equipment and will contact you to make the appropriate arrangements.
- 8.5 It is your responsibility to ensure that you have a suitable workspace at home with adequate lighting for working from home.
- 8.6 If you have a disability you should inform us if you require any special equipment in order to work from home comfortably.
- 8.7 We are not responsible for the associated costs of you working from home, including the costs of heating, lighting, electricity, broadband internet access, mobile or telephone line rental or calls.

### **Insurance requirements**

- 9.1 We shall be responsible for taking out and maintaining a valid policy of insurance covering any equipment we provide against fire, theft, loss and damage throughout your employment. You shall not do, cause or permit any act or omission which will invalidate the insurance policy.
- 9.2 We are not liable for any loss, injury or damage that may be caused from any equipment that is not provided by us but required by you to work from home.
- 9.3 You are responsible for ensuring that working from home will not potentially invalidate the terms of your home insurance. You should ensure that you check your home insurance policy before commencing homeworking and inform your home and contents insurance provider of your working arrangements as required.
- 9.4 You should check the terms of your mortgage, lease or rental agreement before commencing working from home to ensure this does not breach any of the terms. It is your responsibility to inform your bank, mortgage provider or landlord that you are working from home and seek any necessary approval before commencing homeworking.

### **Data security and confidentiality**

- 10.1 Your line manager must be satisfied that all reasonable precautions are being taken to maintain confidentiality of material in accordance with our requirements.
- 10.2 You are responsible for ensuring the security of confidential information in your home and when travelling to and from your workplace. You must not use your personal computer equipment for storing any confidential information.
- 10.3 When working from home you undertake to:
  - (a) change your password regularly and comply with our instructions relating to password security;
  - (b) use our designated VPN **OR** multi-factor authentication;

- (c) comply with our instructions relating to software security and to implement all updates to equipment as soon as you are requested to do so;
- (d) send work-related emails and messages through our designated communication facilities;
- (e) share data only through our designated secure messaging application **OR** online document sharing system;
- (f) make all work-related calls through our designated video-conferencing software;
- (g) maintain a private space for confidential work calls;
- (h) ensure that any display screen equipment is positioned so that only you can see it or a privacy screen is used;
- (i) lock your computer terminal whenever it is left unattended;
- (j) ensure no one else in your home has access to confidential information stored on your computer or other devices;
- (k) ensure any wireless network used is secure;
- (l) change your wireless network passwords regularly and ensure that your wireless network router has software security updates applied;
- (m) keep all papers in filing cabinets that are locked when not in use, and ensure that no one else in your home has access to such papers; and
- (n) shred or otherwise dispose securely of confidential information when it is no longer required and at all times comply with our instructions on document retention.

- 10.4 To comply with data protection obligations, you will only store or process company data or personal data on equipment which has been provided by or authorised by us.
- 10.5 To comply with data protection legislation, we retain the right to conduct a data protection impact assessment (DPIA) to assess the risks involved with data processing in the home. Where this is necessary, we will contact you to arrange the DPIA.
- 10.6 You confirm that you have read and understood our data protection policy and IT and communications policy, email and internet policy and privacy policy from time to time in force regarding the retention of personal data, electronic communications and data security and that you will regularly keep yourself informed of the most current version of these policies. You will also attend any training on data protection and confidentiality whether online or in person when requested to do so.
- 10.7 If you discover or suspect that there has been a data breach or an incident involving the security of information relating to us, our clients, customers or anyone working with or for us, you must report it immediately to your line manager.

### **Termination of homeworking/hybrid working arrangement**

- 11.1 We reserve the right to terminate homeworking and hybrid working arrangements, at our discretion. Including, for example, due to a change in business needs, performance concerns or if your role changes such that homeworking is no longer suitable, subject to reasonable notice.
- 11.2 If you want to terminate your homeworking arrangement, you must give your line manager one month's notice to allow us to arrange a desk space for you in the workplace and collect any equipment that is no longer required.