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WHAT LEGAL ISSUES DO I NEED TO CONSIDER IF MY EMPLOYEES WORK FROM HOME?

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The advancement in technologies has resulted in an increase in home working, and that gives rise to all sorts of interesting ways in which businesses can operate. The flip-side is that working from home does create additional layers of legal responsibility for both the employer and the employee.

Disadvantages to home working include: the employer's problem of monitoring staff effectiveness, a potential capital outlay for communication links between the home office and the main office, the issue of transferring confidential information, and the security of the link between the office and the home office. Also, the fact that an employee works from home does not relieve an employer of health and safety obligations. So on the assumption that the employer would meet the cost of installing any equipment required, you ought to engage a health and safety consultant to do a 'sweep' of the home-based workplace to make sure that any electrical hazards are adequately addressed. You also need to make sure that the work environment is properly set up and has adequate lighting; that the work station itself is ergonomically-friendly, and that if an employee needs to lift heavy items then that is dealt with too. You should ensure that all of the electrical equipment has been appropriately tested and certificated; cable management is important too. When it comes to security and the transfer of data, the employer must make it quite clear that any computer provided by the company is for business use only. If you don't specify

this, there's a risk that the employee will use it for personal use and that could compromise the integrity of the security. You should also make sure that you've installed appropriate firewall and anti-virus software. Employees who use computers frequently must receive regular eye tests, whether they work in the office or remotely, and those must be paid for by the employer.

An employer will need to redraw any contract of employment that exists, because the place of work is typically set out in the terms and conditions, which may or may not be incorporated in the contract. In addition, you'll need to redefine the hours of work and any agreement reached about the supply and insurance of any equipment provided. You should also state particular times when you know the employee will be at the remote office, because you'll want to know that you can contact them at certain times during the day.

One significant change to the arena of flexible working was introduced with effect from 6th April 2007, and that was an extension to the right to request flexible working, introduced in the Work & Families Act 2006. This applies to parents of children aged under six, or 18 if the child is disabled, plus carers of certain adults. They now have a right enshrined in statute to request flexible working, and employers have a duty to consider correctly any such request in accordance with the Act.

It's equally for the employee to consider this, but arguably if an employer is encouraging home working then they need to check there are no restrictions on any home working under the terms of any lease. They should also suggest that employees check that working from home won't breach any condition of planning permission, should they be working from their garage, for instance. Theoretically, working from home could compromise the principle private dwelling exemption for Capital Gains Tax, if HM Revenue and Customs becomes aware that a room in a house is being used for business purposes, depending on how it's structured, so that's something else to bear in mind. ■