

NOVAL CARE LTD.

Staff Handbook

HEALTH AND SAFETY POLICY

General Company Policy

It is the policy of the Company to provide and maintain safe and healthy working conditions, equipment and systems of work for all our employees and temporary workers and to provide such information and training as they need for this purpose.

Appropriate preventative and protective measures are, and will continue to be, implemented following the identification of work-related hazards and assessment of the risks related to them. It is also the policy of the Company to ensure that its business is conducted in a manner so as to reduce the risks to members of the public. The Company may require you to attend such training programmes in order to meet the aims of the Company.

The Company accepts its responsibility for health and safety of other persons who may be affected by the Company's activities.

The allocation of duties for safety matters and the identity of persons appointed with particular responsibilities are set out in this policy.

This policy will be kept up to date, to reflect changes in the nature and size of the business. To ensure this, the policy and its effectiveness will be reviewed annually.

Company's responsibility

It is the duty of management to ensure the following:

- Providing and maintaining systems of work that are safe and without risk to health;
- Ensuring safety and absence of risks to health in connection with handling, storage and transport;
- Providing information, instruction, training and supervision;
- Maintaining all places of work in a safe condition;
- Providing and maintaining a safe working environment.

Your responsibility

All employees and workers have a duty in law to act responsibly and to take reasonable care for the health and safety at work of both themselves and their colleagues. This duty can be carried out by:

- Working safely and efficiently;
- Using any protective equipment provided and meeting statutory obligations;
- Reporting incidents that have led to injury or damage;
- All such incidents must be recorded and copied to the Human Resources Officer using the internal report form. Any failure to adhere to the Company Health and Safety Policy and Procedures will be considered a serious disciplinary offence and is one which may lead to dismissal;
- Adhering to the Company procedures for securing a safe workplace. Individuals will be nominated to undertake health and safety duties as required.

Working Practices

- You must not operate any item of equipment unless trained, and authorised to do so.
- You must not remove any guarding from equipment used or deviate from your authorised usage of the equipment
- You must report immediately any equipment defect, and never attempt repair
- You must undertake all duties as instructed and never deviate

In the case of workers attending work on external sites, do not commence work until you have received a health and safety induction from the site manager. Please also read the full Health and Safety Policy.

In the case of company direct employees you will receive a health and safety induction from one of our managers before you commence employment. Please also read the full Health and Safety Policy.

Hazard/Warning Signs and Notices

- You must comply with all hazard/warning signs and notices displayed on the premises
Working

Conditions/Environment

- You must make proper use of all equipment and facilities provided to control working conditions/environment
- You must ensure you keep your work areas clear/tidy
- You must dispose of waste/scrap in the appropriate receptacles

Protective Clothing & Equipment

- You must wear protective equipment where required
- You must never obstruct any fire escape route, fire equipment or doors
- You must report any medical condition that could affect the safety of yourself or others
- You must follow all rules pertaining to no smoking areas.

Accidents

- The Company is obliged by law to keep record showing details of all accidents, which occur on the premises. Therefore all accidents, however minor, to both employees and clients, must be reported immediately. If any accidents and sufficiently serious to warrant hospital treatment, these must also be reported to the local authority. A form must be completed.

Fire and Emergency

- You must observe the evacuation procedures laid down in the event of a fire or any other emergency situation
- You must be aware of the location of the emergency exits, assembly points and first aid kit
- Procedures to be carried out in the event of a fire or emergency will be found on the notice board.

IMMIGRATION POLICY

FOR PAYE WORKERS

A person will only be allowed to work for our company if they provide us with the documents outlined in any of the categories A-T.

- A. A passport showing that the holder, or a person named in the passport as the child of the holder, is a British citizen or a citizen of the UK and Colonies having the right of abode in the UK.
- B. A passport or national identity card showing that the holder, or a person named in the passport as the child of the holder, is a national of an EEA country or Switzerland.
- C. A residence permit, registration certificate or document certifying or indicating permanent residence issued by the Home Office to a national of an EEA country or Switzerland.
- D. A permanent residence card or document issued by the Home Office to the family member of a national of an EEA country or Switzerland.
- E. A Biometric Residence Permit issued by the Home Office to the holder which indicates that the person named in it is allowed to stay indefinitely in the UK, or has no time limit on their stay in the UK.
- F. A passport or other travel document endorsed to show that the holder is exempt from immigration control, is allowed to stay indefinitely in the UK, has the right of abode in the UK, or has no time limit on their stay in the UK.
- G. An Immigration Status Document issued by the Home Office, to the holder endorsed to indicate that the person named in it is allowed to stay indefinitely in the UK or has no time limit on their stay in the UK together with an official document issued by a previous employer or Government agency with the person's name and National Insurance number.
- H. A full birth or adoption certificate issued in the UK which includes the name(s) of at least one of the holder's parents together with an official document issued by a previous employer or Government agency with the person's name and National Insurance number.
- I. A birth or adoption certificate issued in the Channel islands, the Isle of Man or Ireland together with an official document issued by a previous employer or Government agency with the person's name and National Insurance number
- J. A certificate of registration or naturalisation as a British citizen together with an official document issued by a previous employer or Government agency with the person's name and National Insurance number.
- K. A letter issued by the Home Office to the holder which indicates that the person named in it is allowed to stay indefinitely in the UK together with an official document issued by a previous employer or Government agency.

List B – Documents which show a right to work for up to 12 months

- L. A passport or travel document endorsed to show that the holder is allowed to stay in the UK and is allowed to do the type of work you are offering.
- M. A Biometric Residence Permit issued by the Home Office to the holder which indicates that the person named in it can stay in the UK and is allowed to do the type of work you are offering.
- N. A residence card or document issued by the Home Office to a family member of a national of a EEA country or Switzerland.
- O. A work permit or other approval to take employment issued by the Home Office together with either a passport or other travel document endorsed to show the holder is allowed to stay in the UK and is allowed to do the work you are offering or a letter issued by the Home Office to the holder or to you confirming the same.
- P. A Certificate of Application which is less than 6 months old issued by the Home Office to or for a family member of a national of a EEA country or Switzerland stating that the holder is allowed to take employment together with a positive verification letter from the Home Office's Employer Checking Service.
- Q. An Application Registration Card (ARC) issued by the Home office stating that the holder is 'Allowed to Work' or 'Employment Permitted' together with a positive verification letter from the Home Office's Employer Checking Service.
- R. An Immigration Status Document issued by the Home Office to the holder with an endorsement indicating that the person named on it can stay in the UK and is allowed to do the type of work you are offering together with an official document issued by a previous employer or Government agency with the person's name and National Insurance number
- S. A letter issued by the Home Office to the holder or to you the employer or prospective employer, which indicates that the person named in it can stay in the UK and is allowed to do the type of work you are offering together with an official document issued by a previous employer or Government agency with the person's name and National Insurance number.

Remember it is crucial that all documentation has been received BEFORE the temp has started so it is therefore necessary to ask the temp to come to the office with the original documentation required so that you can initial that documentation and take a copy or if for example it's a worker who is starting on site the next morning it is crucial that you meet the worker BEFORE he starts work, initial the required documentation and take a copy.

Furthermore the exact date of expiry of the work permit / visa / etc. must also be recorded within out Adapt and payroll system (known as the flag up system) and once the relevant date has been reached the temp can no longer be employed unless he / she produces a renewal document.

We do not use any third parties to supply us with temps under any circumstances and if anybody is caught doing this they will be subjected to disciplinary procedures.

We also confirm that we do not discriminate against any category of worker i.e. there is no racial discrimination of any type whatsoever and all questions will be asked on a very objective basis to all potential temps regardless of race.

With regards to immigrants who have business visas that state that they can work on a self-employed basis this category of temps must go through umbrella companies, as we are not allowed to pay people on a self-employed basis.

For the most up- to-date detailed rules including examples of EEA areas and stamps from various countries etc., please find attached a link to the Governments Official Home Office page and feel free to read the articles in detail.

Full Guidance:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/304793/full-guide-illegal-working.pdf

FOR LIMITED COMPANIES AND UMBRELLA COMPANIES

Limited Companies

British Citizens: In date passport or long birth certificate and NI proof

All other Nationals: As per standard Immigration Policy

Umbrella Companies

Please note these companies must be formerly approved by our Financial Director, Denis Harrington, once approved their requirement will be entered/updated on public folders. Please note the minimum acceptable ID is as for individual companies above but some of them want more in which case you need to get these documents before starting a worker.

O2 Professionals

British Citizen: In date passport or long birth certificate and NI proof All other Nationals: As per standard Immigration Policy

NWM Solutions

British Citizen: In date passport or long birth certificate and NI proof All other Nationals: As per standard Immigration Policy

Gabem

British Citizen: In date passport or long birth certificate and NI proof All other Nationals: As per standard Immigration Policy

Nova

British Citizen: In date passport or long birth certificate and NI proof All other Nationals: As per standard Immigration Policy

Crest Plus

British Citizen: In date passport or long birth certificate and NI proof All other Nationals: As per standard Immigration Policy

Sterling

British Citizen: In date passport or long birth certificate and NI proof All other Nationals: As per standard Immigration Policy

JSA

British Citizen: In date passport or long birth certificate and NI proof All other Nationals: As per standard Immigration Policy

Before You Start Work

Mandatory Training

All candidates should complete the above training on an annual basis. We regularly facilitate and provide course information on the following courses:

- Advanced Life Support
- Immediate Life Support
- Basic Life Support
- CPR Training

Please note that not all courses are applicable to all specialties, for more information please speak to your recruitment consultant or your compliance officer who will be more than happy to assist you.

Face to Face Interview

Noval Care Limited will arrange a face to face interview with you once we have received your registration form and up to date CV.

Lone Workers Information

Lone workers are those workers who operate by themselves without close or direct supervision. Lone operating is not governed by any specific legislation, but a wide range of legislation may apply depending on the tasks involved. In all instances the Health and Safety at Work Act 1974 and the Management of Health and Safety Regulation of 1992 will apply. Generally within the healthcare industry lone operators can be regarded as those who operate on a peripatetic basis such as community / district nurses, domiciliary home care workers etc., or those individuals who work outside of normal hours e.g. Domestic, Porters, and Security etc. In all cases where an individual is expected to operate alone a risk assessment should be performed by the client and steps taken to reduce the risk at the lowest practicable level.

The risk assessment should address:

- Whether the tasks can be performed safely by a single person
- What arrangements are required to ensure the lone operator is at no more risk than individuals working together.
- Whether the lone worker has a safe way in and out of the workplace
- Whether the lone worker has any medical conditions that may make them unsuitable for working alone

If for any reason you consider yourself to be at risk working in a “lone worker” situation please contact your Recruitment Consultant immediately so that a further risk assessment can be performed and If for any reason you consider yourself to be at risk working in a “lone operator” situation please contact your Consultant immediately so that a further risk assessment can be performed and arrangements made to ensure safe systems of operation and your personal safety.

Risk Incident Reporting

Under the Management of Health and Safety Regulations of 1992 you have a legal duty of care to report all accidents, incidents and near misses. These regulations impose a duty on clients to perform risk assessments on all activities. If during the course of your assignment you identify a risk to the health, safety and welfare of your own personal safety, and / or that of your patients / clients/ others, you have a duty to report this. In the first instance it should be reported to the person in charge of the establishment to which you are assigned, and to your Recruitment Consultant.

Violence and Aggression

It has been recognised that workers in a hospital setting work in an environment where there is a potential for harm, aggression and violence. Violence and aggression can be defined including the following circumstances:

- Minor assault including situations where physical contact and/or injuries occur which require first aid treatment
- Threats with an offensive weapon without physical injury
- Aggravated assault resulting in injury requiring medical assistance
- Threatening behaviour which could include verbal abuse or threats and fear arising to damage to the environment around you
- Assault resulting in serious injury or death

Any violent, abusive or threatening behaviour is unacceptable. You must report any incident immediately to the person in charge and to your dedicated recruitment consultant. The establishment where you are working the assignment will have policies in place for dealing with such incidents, and an incident report form should be completed both at the place of work and at Noval Care Limited office. All staff has an obligation under the Health and Safety At Work Act 1974 to have regard for their own health, safety and welfare at work, and that of others who may be affected by their actions or omissions.

Compliant Handling

During the course of your assignment with Noval Care Limited you may come across complaints from patients and clients. It is the policy of Noval Care Limited to deal with any expression of dissatisfaction in a professional and precise manner.

You must also report the Complaint to your Recruitment Consultant or their Manager. All complaints must be investigated within a specified time limit and resolved as soon as possible and this is the responsibility of an Noval Care Limited Manager. You may however, be requested to put details of the complaint in writing on a complaint record form and/or attend an interview to investigate details further. If you personally are the subject of a complaint you will also be asked to record details as part of an investigation and in some circumstances it may be necessary to suspend you from duty whilst the investigation is in process. Any complaints of misconduct against individuals will be reported to the HPC or other relevant Registration Body. If you have any complaints about any aspects of your work at Noval Care Limited please do not hesitate to contact us.

Any complaints from individuals will be dealt with in a professional and confidential manner

Fitness to Practice

It is important for your own health and of those in your care that you are fit to practice whenever you attend an assignment. You must declare your fitness to practice or otherwise when you accept an assignment. You **MUST** also let us know if you are or have become pregnant, have acquired an illness or injury before or during an assignment including the occurrence of vomiting diarrhoea or rashes. It may be necessary to inform the client of a change in your health so that the necessary precautions can be taken. If you are concerned that your assignment involves unnecessary risks to your health or fitness, or that of your unborn child, please contact us. If you are pregnant we are required to perform a health and risk assessment for all expectant mothers.

Should our Occupational Health service declare you unfit for work then your placement will be terminated until declared otherwise.

You are required to supply Noval Care Limited with an update of your occupational health questionnaire on an annual basis, as this is a contractual requirement with the NHS. We will contact you with the new forms when required.

Immunisations and Vaccinations

All medical temporary workers are required to keep an up to date immunisation and vaccination record. Noval Care Limited can assist all temporary workers in achieving this. In accordance with the Immunisation against infectious diseases DH 2006, healthcare workers applying for employment through an agency must be assessed for immunity for Varicella, TB, MMR, Hep B and Hep C regardless of whether they are working in the NHS or not.

Noval Care Limited requires a full immunisation report containing evidence of your immunity to the following:

- Varicella
- Measles and Rubella
- Tuberculosis
- Hepatitis B
- Hepatitis C
- HIV

MRSA

Methicillin Resistant Staphylococcus Aureus (MRSA) is the name given to a range of strains of antibiotic resistant bacteria. MRSA exists on the hands or in the nose of around one third of the healthy population and is usually harmless. It can however prove fatal if it enters the bloodstream of an already weakened patient. It is usually transmitted by touch. The single most effective measure for preventing MRSA contamination is washing hands before and after every patient contact.

Handwashing:

- Use liquid soap and water or alcohol-based hands rub when washing hands – make sure it comes into contact with all areas
- Remove wrist and preferably hand jewellery at the beginning of each shift where you will be regularly decontaminating your hands

- Wear disposable gloves and aprons when attending to dressings or dealing with blood and body fluids (sterile gloves should only be worn when performing aseptic techniques)
- Dispose of gloves and aprons after use
- Cover cuts or breaks in your skin or those of patients/clients with waterproof dressings

If you come into contact with a patient who is later found to be contaminated with MRSA, it may be necessary to attend screening sessions at the hospital's Occupational Health Department. During this time and before you have been declared clear from MRSA, we may be restricted in the assignments we can offer you due to the risks of infection.

HIV/ AIDS

Agency workers should be aware of and abide by the requirements of HSC 1998/ 226 "Guidance on the Management of AIDS/ HIV Infected Health Care Workers and Patient Notification" If you believe you may have been exposed to HIV infection in any way you should seek medical advice from your GP or Occupational Health Department and, where appropriate, undergo diagnostic HIV antibody testing. If you are found to be infected, you must again seek guidance from your GP or Occupational Health Department If you are found to be HIV positive and perform or assist with invasive surgical procedures you must stop this immediately and seek advice from your GP or Occupational Health Department regarding what action, if any, should be taken.

Please be aware that it is the obligation of all health workers to notify their employer and, where appropriate, the relevant professional regulatory body, if they are aware of HIV positive individuals who have not heeded advice to modify their working practice.

Please note the above guidance does not supersede current Department of Health Guidelines (in particular HSC 1998/226) or local practices and procedures.

Criminal Convictions

Noval Care Limited is an Equal Opportunities organisation and as such, undertakes to treat all temporary workers in a fair manner and do not discriminate on the basis of conviction or other information revealed.

You will be asked at the point of registration whether you have been convicted of a criminal offence, been bound over or cautioned or whether you are currently the subject of a police investigation which might lead to a conviction or an order binding you over in the UK or any other country. If you respond positively, you will be required to provide additional information including the date, the offence and the authority and the country that dealt with the offence.

Non-disclosure of any conviction or caution, which is subsequently shown to exist, will lead to the immediate removal from the Noval Care Limited System.

PAY

Timesheet

Noval Care Limited timesheets run from a Monday to Sunday. Please submit your timesheet by 12 noon on a Monday morning. Please ensure that timesheets are:

- Completed with the correct week ending date
- The correct date and times that you have worked
- The hour columns are correct
- That the timesheet has been signed by an Authorised person.
- The timesheet is dated and legible

Please email your signed and dated timesheet to admin@novalcare.com

Payment

Payment should reach your account on a Friday. In order to ensure that payment is made promptly please provide us with a copy of the following documents:

- LTD Company – Copy of your certificate of incorporation, a copy of your LTD company bank details, if you are VAT registered a copy of your VAT certificate.
- PAYE - A P46/ P45 and a copy of your bank details

Prevention of Excessive Working

Under Working Time Regulations, temporary workers working should not exceed 48 hours per week (averaged over a period of 17 weeks). Night duty hours should not exceed 8 hours in 24 hours (averaged over 17 weeks). However, if a temporary worker should wish to waive this right, they are required to declare this upon joining Noval Care Limited by signing the Working Time Temporary workers Declaration within the Noval Care Limited registration pack.

Continuing your Professional Development

CPD (Continuing Professional Development) is a fundamental part to the development all health practitioners and to enhance the quality of patient care. As a Noval Care Limited temporary worker, you will be responsible for updating your clinical skills and knowledge and maintaining your CPD portfolio.

All Temporary workers will need to maintain portfolio of all your professional experience and professional development courses attended. This should include your written and agreed "Personal Development Plan" outlined in your most recent appraisal

Requirements of Assignments

Please attend all assignments with your Noval Care Limited ID badge. When relevant please bring your statutory registration certificate and CRB Disclosure form. Mobile Phones are to be switched off during your assignment unless you are working in the community.

Uniforms – The uniform requirements differ from client to client and will be stated prior to the assignment. If you have any questions regarding dress please contact your recruitment consultant.

ID Badges – Noval Care Limited will issue you with an ID badge before your assignment. Please ensure that your ID Badge is visible during your assignment. ID badges will be issued with your professional registration number. Please ensure that your ID badge is handed back to us upon termination of your assignment.

Timekeeping

Please make every effort to ensure you arrive at and leave all bookings at the agreed time confirmed in your contract. If you are unable to attend a booking, please inform your recruitment consultant as soon as you are able.

Arriving for work

Upon arrival at your new booking, where possible please take the opportunity to familiarise yourself with the local policies and procedures, in particular please be aware of the following:

- Crash Call Procedure
- Hot Spot Mechanisms
- Violent Episodes and Lone Worker Policy
- Procedure for alerting security staff
- Policy for administration and assistance with drugs
- Complaints Handling
- Fire Safety

Where possible, we encourage Candidates to visit their potential workplace prior to starting work. If you have any queries regarding correct local procedures, or are uncomfortable carrying out any of the duties you have been asked to perform, please raise these issues with your line manager in the first instance.

Candidate Performance Reports

At the end of every assignment Noval Care Limited provide a Candidate Performance Report to the Client for completion. Clients are asked to supply feedback on the service they have received from Noval Care Limited and also to provide a reference on the Candidate. Candidates are asked to give feedback on the service they have received from Noval Care Limited and also feedback on the assignment. This information can then be used to advise future locums. Both positive and negative feedback is actively encouraged so Noval Care Limited can act upon it to improve its quality of service.

Training and Development

Please keep up to date with all relevant clinical guidance as well as attending to your CPD requirements. In particular, you must have annual training and refreshers in the training which you were required to undertake at registration. Please ensure your Training Record is kept up to date at all times by bringing it into or sending to our office, together with proof of training completed, after any new course.

Appraisals

Appraisals give us an opportunity to consider with you your performance at work. They are also an opportunity for you to raise any concerns or issues you may have. Appraisals are carried out based on feedback received from clients and cover the following areas:

- General levels of service including punctuality, attitude and ability to carry out practical tasks
- Clinical performance
- Training needs
- CPD
- Any other issues, including progress since the last appraisal

Noval Care Limited Policies

Noval Care Limited Mission Statement

- To actively promote personal and professional development within our teams and for individual staff members.
- To promote a professional and friendly environment for our staff to work and prosper in and an environment in which they can fill their full potential.
- To recognise and reward successes and to work closely with employees to ensure that the required standards of work are met and maintained.

Noval Care Limited Group Values

Noval Care Limited firmly believes that our success comes from supporting our staff whilst working alongside our clients and candidates. We value the relationship we maintain with our clients and candidates and therefore see them as partners. This is reflected in our core values:

Innovative, Bespoke Solutions

Because no two hospitals are the same, at Noval Care Limited we use our specialist industry experience to fulfil partners' requirements. We undertake a partnership approach to recommend the most effective solution that meets their specific needs, thereby optimising results.

Win-Win Partnerships

We have an absolute commitment to helping individuals to grow and develop their careers, and to contributing to the growth and success of our clients' businesses by ensuring that they recruit people who will add value to their bottom line.

Honest, Effective Communication

Noval Care Limited prides itself on its ability to provide both customers and employees alike with an open and clear approach to communication. The transparency of the way we conduct our work has proven to be and will continue to be a true business enabler.

Embracing Quality

We realise that embracing quality in all aspects of the company is a key factor to building lasting relationships with our partners.

Passionate about Success

At Noval Care Limited we are passionate about what we do and this is evident in the way that we conduct our business. We continuously strive to improve our service offering in order to maintain our status as a well-respected company within the industry.

Complaints Policy

Noval Care Limited is committed to providing a high level service to our customers. If you do not receive satisfaction from us we need you to tell us about it. This will help us to improve our standards.

Complaints Procedure

If you have a complaint against a member of Noval Care Limited staff, please direct them to the Managing Director. You can write to him/her at: 8 vera street, Taunton, TA2 7DJ, Somerset, United kingdom

Next steps

1. We will send you a letter acknowledging your complaint and asking you to confirm or explain the details set out. We will also let you know the name of the person who will be dealing with your complaint. You can expect to receive our letter within [2-5] days of us receiving your complaint.
2. We will record your complaint in our central register within a day of having received it.
3. We will acknowledge your reply to our acknowledgment letter and confirm what will happen next. You can expect to receive our acknowledgement letter within [2-5] days of your reply.
4. We will then start to investigate your complaint. This will normally involve the following Steps;
 - We may ask the member of staff who dealt with you to reply to your complaint within days of our request;
 - We will then examine the member of staff's reply and the information you have provided for us. If necessary we may ask you to speak to them. This will take up to 4 days from receiving their reply.
5. Noval Care Limited will then invite you to meet him/her to discuss and hopefully resolve your complaint. S/he will do this within [5] days of the end of our investigation.
6. Within 2 days of the meeting the company representative/ managing director will write to you to confirm what took place and any solutions he/she has agreed with you. If you do not want a meeting or it is not possible, the company representative/ managing director will send you a detailed reply to your complaint. This will include his/her suggestions for resolving the matter. S/he will do this within 5 days of completing his/her investigation.

7. At this stage, if you are still not satisfied you can write to us again. Another Director of the company will review the company representative/ managing director within 10 days.

Referral and reporting a temporary worker

Where there is evidence of malpractice, the Company Representative/ Managing Director shall formally assess if the complaint requires further investigation or action by a professional, government organisation or the police and refer the complaint appropriately. In instances of uncertainty, the appropriate professional or government organisation will be contacted for advice and the temporary worker reported as necessary.

All referrals are diarised to ensure the complaint is monitored through to satisfactory outcome.

File maintenance

The Company Representative/ Managing Director will be responsible for maintaining the Complaint Log and Register during the course of the investigation. The Complaint Record will be a comprehensive record containing all details of the complaint.

This will include internal and external letters or other written correspondence. The records will include times, dates and agreed action including telephone conversations in the management of the complaint. The Complaint Record will be retained in the temporary worker's electronic file, highlighting that a complaint investigation has taken place, the nature and date of the investigation and the outcome

Fraud

Instances of fraud will be investigated as above and, where necessary, the NHS Counter Fraud and Security Management Service (England and Wales), the NHS Scotland Counter Fraud Service or the Northern Ireland Central Services Agency Counter Fraud Unit (CFU) and/or the Police will be informed.

Fraud is taken very seriously by Noval Care Limited and the NHS. If you provide false information it may result in disciplinary action and you may be liable to prosecution and civil recovery proceedings. Any questionable timesheets will be brought to the attention of the Local Counter Fraud Specialist.

Fraudulent activity manifests itself in many different ways including deception, bribery, forgery, counterfeiting, extortion, corruption, theft, conspiracy, collusion, and embezzlement, misappropriation of assets, false representation and concealment of material facts.

Dealing with allegations of abuse

In all cases of suspected abuse, you should immediately follow the policies and procedures of the Hospital/Trust in which you are working, including the reporting procedures. All cases of suspected abuse should be reported to your Senior Manager, who, in conjunction with the relevant department and other appropriate agencies, will instigate.

The Mental Health Act

The Mental Health Act 1983 covers the assessment, treatment and rights of people with a mental health condition. It is a legal requirement that anyone working alongside patients considered to be suffering from a mental disorder or with learning difficulties is able to demonstrate an understanding of the Mental Health Act

Harassment/bullying

Noval Care Limited is committed to creating a working environment where you are treated with dignity and respect and where each person's individuality and sense of self-worth within the workplace is maintained.

You have a duty to treat those alongside whom you work with respect and dignity and to take all steps necessary to ensure that harassment does not occur. Whatever the form of harassment (whether by direct contact, written correspondence, the spoken word or by use of email/intranet) behaviour of this nature can be objectionable and will not be tolerated by Noval Care Limited or any of the institutions we service.

Any temporary worker AHP, who is considered, after proper investigation, to have subjected a patient, another temporary worker or anyone else alongside whom they work to any form of harassment or bullying will be dealt with in an appropriate manner and includes removal from our Register

Equal Opportunities

Noval Care Limited embraces diversity and will seek to promote the benefits of diversity in all of our business activities. We will seek to develop a business culture that reflects that belief. We will seek to widen the media in which we recruit to ensure as diverse an employee and candidate base as possible. We will strive to make sure that our clients meet their own diversity targets.

Noval Care Limited is committed to diversity and will promote diversity for all employees, workers and applicants and shall adhere to such a policy at all times. We will review on an on-going basis all aspects of recruitment to avoid unlawful or undesirable discrimination. Noval Care Limited will treat everyone equally irrespective of sex, sexual orientation, gender reassignment, marital or civil partnership status, age, disability, colour, race, nationality, ethnic or national origin, religion or belief, political beliefs or membership or non-membership of a Trade Union or spent convictions, and places an obligation upon all staff to respect and act in accordance with the policy. is committed to providing training for its entire staff in equal opportunities practice.

Noval Care Limited shall not discriminate unlawfully when deciding which candidate/temporary worker is submitted for a vacancy or assignment, or in any terms of employment or terms of engagement for temporary workers. Noval Care Limited will ensure that each candidate is assessed only in accordance with the candidate's merits, qualifications and abilities to perform the relevant duties required by the particular vacancy.

Noval Care Limited will not accept instructions from clients that indicate an intention to discriminate unlawfully.

Confidentiality

In the course of the Employment you may be given or come across Confidential Information and you accept that Noval Care Limited has a legitimate business interest in protecting its established customers, personnel, candidates and Confidential Information.

You must keep confidential and not disclose or use any Confidential Information (except in the proper course of your duty) both during the course of the Employment and after the termination of it.

You must use your best endeavours to prevent the disclosure of any Confidential Information.

All information stored in a tangible form containing any Confidential Information or summary, abstract or précis of the same which you acquire or make during the employment belongs to Noval Care Limited. When the employment ends (or at any time during the employment should any Director so request), you must promptly hand over the information to someone duly authorised by the Directors to receive them and no copies may be retained.

These restrictions do not apply to any confidential Information which, at the date of its disclosure to you, is public knowledge or it subsequently becomes public knowledge other than by an act or failure to act on the part of the employee or is required to be disclosed by law or in order to take professional advice or by a court of competent jurisdiction.

Noval Care Limited : Terms of Engagement of Limited Company Contractors to Supply Workers to Clients

1. Definitions

- 1.1 In these terms of engagement the following definitions apply:-
 “the Assignment” means the job required to be undertaken by the Contractor to provide services to the Client. “the Client” means the person, firm or company requiring the services of the Contractor.
 “Contractor” means the company to whom these terms of engagement are addressed, engaged by the Employment Business to provide the services of its employees, officers or representatives to the Client.
 “Employment Business” means Noval Care Limited Ltd, whose registered office is at **8 vera street, Taunton, TA2 7DJ, Somerset**
 “the Assignment Letter” means the letter from the Employment Business to the Contractor setting out the specific details of the Assignment.
 “Type of Work” means Medical and Care.
 “Hourly Rate” means the rate the temporary worker will be paid. This will be at least the statutory minimum pay rate applicable to the appropriate age of the temporary worker. This rate may alter from time to time due to legislation.
- 1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3 The headings contained in these terms are for convenience only and do not affect their interpretation.
- 1.4 All notices to be served under this contract shall be served by first class pre-paid post, facsimile message, e-mail or internet at the registered office or principal trading address of the intended recipient. Notices shall be deemed served when they would ordinarily have been received in normal business hours according to the means of transmission of such notices.
- 1.5 These terms are governed by English Law and are subject to the exclusive jurisdiction of the English Courts.

2. The Contract

- 2.1 These terms constitute the contract for services between the Employment Business and the Contractor and govern Assignments undertaken by the Contractor with the Client.
- 2.2 No variation or alteration to these terms shall be valid unless approved in writing by a Director of the Employment Business.
- 2.3 The Contractor confirms that all personal information supplied to the Employment Business, including, but not limited to, details of identity, career information, professional and academic qualifications, criminal record and eligibility to work in the UK is correct, and undertakes to inform the Employment Business without delay of any relevant changes to such information or any additional information that may affect any Assignment (and/or his suitability to continue in it) as appropriate.

3. Assignments

- 3.1 The Employment Business will endeavour to obtain suitable Assignments for the Contractor performing the agreed type of work. Failure by the Employment Business not to obtain a suitable assignment shall not give rise to any liability on the part of the Employment Business. The Contractor recognises that there may be periods between Assignments when no work is available.
- 3.2 The Contractor shall not be obliged to accept an Assignment offered by the Employment Business.
- 3.3 Upon acceptance by the Contractor of an Assignment, the Employment Business shall supply the Contractor with an Assignment Letter specifying the duration of the Assignment, the identity of the Client, the hourly rate payable by the Employment Business, any pre agreed expenses and any other relevant information. The Contractor can withdraw from this Agreement by giving 5 business days’ notice in writing to the Employment Business. The Employment Business shall refund to the Contractor the amount of any insurance deduction made in respect of any period during which the Contractor had notified the Employment Business that it did not wish for any such deductions to be made.
- 3.4 The Contractor has the right to refuse to carry out work, if it believes the manner in which it is being requested to undertake the work to be unsafe, without fear of unwarranted disciplinary action being taken against the Contractor.
- 3.5 The Contractor agrees that, if the Client wishes to employ the Contractor on a permanent basis (or where the Contractor is introduced to a third party), the Employment Business is entitled to charge a fee to the Client or offer the Client an extended period of hire for services of the Contractor.

4. Fees

- 4.1 The Contractor shall receive payment from the Employment Business for an Assignment at the rate specified in the Assignment Letter for each hour worked by the Contractor, plus VAT where appropriate, less deductions for payments agreed to be made for the Assignment, insurance where applicable and any other deductions agreed between the parties or as set out in the Assignment Letter.
- 4.2 The Contractor shall be responsible for any PAYE Income Tax and National Insurance contributions and any other taxes and deductions payable in respect of its Workers for any Assignment.
- 4.3 Subject to compliance by the Contractor with clause 7, all payments will be made to the Contractor one week in arrears.
- 4.4 The Contractor is not entitled to receive payment from the Employment Business or the Client for time not spent on Assignments, whether in respect of travelling to the Client’s premises, lunch breaks, rest breaks, holiday, illness or absence or for any other reason, unless otherwise agreed.
- 4.5 The Employment Business shall pay the Contractor whether or not the Employment Business receives payment from the Client in respect of such work.

5. Liability

- 5.1 The Contractor shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of its Workers during an Assignment.
- 5.2 The Contractor shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance (where appropriate) and any other suitable policies of insurance in respect of its Workers during an Assignment and shall make a copy of the policy available to the Employment Business upon request.

6. Contractor's Obligations

The Contractor agrees on its own part and on behalf of its Workers as follows:-

- 6.1 not to engage in any conduct detrimental to the interests of the Employment Business or the Client, which includes any conduct tending to bring the Employment Business or the Client into disrepute or which results in the loss of custom or business;
- 6.2 to be present during the times or for the total number of hours during each day and/or week of the Assignment as may be agreed with the Employment Business or the Client;
- 6.3 to take all reasonable steps to safeguard its own safety and the safety of any other person who may be affected by its actions on the Assignment and to comply with the Client's health & safety policies;
- 6.4 to comply with all statutory obligations and codes of practice to which the Contractor is subject in respect of its Workers or generally, including but not limited to the Working Time Regulations 1998, the Conduct Regulations, the Companies Act 1985, the identification and compliance requirements of the Asylum and Immigration Act 1996 (as amended) and legislation relating to VAT and payment of Workers;
- 6.5 to comply with any rules or obligations in force at the Client's premises to the extent that they are reasonably applicable;
- 6.6 to co-operate with the Client's staff and accept the direction of any person in the Client's organisation to whom the Contractor is required to report and comply with all reasonable and lawful instructions given by the Client;
- 6.7 to furnish the Employment Business with any progress reports as may be requested from time to time; and
- 6.8 to notify the Employment Business in writing as soon as possible after it has become insolvent, dissolved or subject to a winding up petition.

7. Timesheets

- 7.1 At the end of each week of an Assignment, or at the end of the Assignment where it is for a period of one week or less, or the Assignment is completed before the end of a week, the Contractor shall deliver to the Employment Business a duly completed timesheet, indicating the number of hours worked by the Contractor during the preceding week, signed by an authorised representative of the Client. Such timesheets must be received by the Employment Business no later than 2.00pm on Monday following the week to which they relate. The timesheet must be accompanied by an invoice from the Contractor for the amount due from the Employment Business to the Contractor for the hours worked in that week. Such invoice shall bear the Contractor's name, company registration number, date, VAT registration number, and should state any VAT due on the invoice. Failure to submit a timesheet for hours worked may delay payment in respect of those hours.
- 7.2 The Employment Business shall make no payment to the Contractor for hours not worked by the Contractor Staff.

8. Confidentiality and Intellectual Property

- 8.1 The Contractor agrees on its own part and on behalf of its Workers not at any time disclose to any person, nor use for its own or any other person's benefit, any information in relation to the Client's or the Employment Business's employees, business affairs, transactions or finances.
- 8.2 Upon termination of each Assignment (or at any time during the relevant Assignment on request), the Contractor shall deliver to the Client or the Employment Business (as appropriate) all books, documents, papers, materials and other property in whatever form belonging to or relating to the business of the Client or the Employment Business (as appropriate) which may then be in its possession or under its control.
- 8.3 All intellectual property rights that are created pursuant to these terms shall, immediately upon creation, become the property of the Employment Business and all moral or other rights that may exist in such material shall be waived.

9. Termination

- 9.1 An Assignment may be terminated by the Employment Business or the Contractor giving to the other party the period of notice specified in the Assignment Letter.
- 9.2 Notwithstanding sub-clauses 9.1 and 9.6 of these terms, where required by the Client, the Employment Business may without notice and without liability instruct the Contractor to cease work on an assignment at any time, where for any reason the Contractor proves unsatisfactory to the Client.
- 9.3 Notwithstanding sub-clauses 9.1 and 9.6 of these terms, the Employment Business may without notice and without liability terminate the Assignment should the Contractor become insolvent, dissolved or subject to a winding up petition.
- 9.4 Failure by the Contractor to give notice of termination as required in the Assignment Letter shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Contractor for any resulting loss suffered by the Employment Business.
- 9.5 If any Worker is unable for any reason to work on an Assignment the Contractor should inform the Employment Business by no later than 7.00am on the first day of absence to enable alternative arrangements to be made.
- 9.6 The Contractor acknowledges that the continuation of an Assignment is subject to the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client is terminated for any reason, the Assignment shall cease with immediate effect and without liability to the Contractor.