

# STAFF RECRUITMENT INFORMATION

## Part 3: Additional Information

*to be completed after a job offer*

NAME	
POSITION	

*The basis for most of the information required are legal and will facilitate the completion of the recruitment process. Other, such as payroll information are required to enable Kindcare (UK) Ltd to fulfil its contractual obligations. All information provided will be kept in the strictest confidence. Please ensure that you provide complete and accurate information.*

*Please write a 'cross' or type capital 'X' (if you are completing a digital copy) in black pen where appropriate. Where a signature is required, our admin assistant will provide a hard copy.*

*If you make a mistake or something with the format goes wrong press and hold down the 'control' key (Ctrl) and then press the key for the letter 'Z' (undo). Please make sure you save frequently your work.*

## HEALTH, IMMUNISATIONS AND VACCINATIONS QUESTIONNAIRE

*Due to the nature of the service provided, we must ensure that staff are fit for work and residents, other staff and visitors are protected. All information provided will be kept in the strictest confidence.*

Have you suffered any of the following?				If 'YES' please give details
Depression, anxiety, nervous illness or breakdown	YES		NO	
Epilepsy or disease of the nervous system	YES		NO	
Ailment of lungs or chest	YES		NO	
Spinal problem	YES		NO	
Arthritis, rheumatism, gout, etc.	YES		NO	
Any heart or circulatory, including blood problems (i.e. high BP, etc.)	YES		NO	
Illness of the digestive system	YES		NO	
Illness of the kidneys, bladder, liver, or gland	YES		NO	
Diabetes	YES		NO	
Major accident, operation or physical defect	YES		NO	
Skin disorder	YES		NO	
Are you presently taking medicine(s) or undergoing a treatment?	YES		NO	
<b>ANY ALLERGIES (i.e. medicines, food, etc.)</b>	YES		NO	
Do you have a medical condition that may impact on your ability to undertake your new role?	YES		NO	
Are you currently receiving / waiting for any treatment or medication for any medical condition that may impact on your ability to undertake your new role?	YES		NO	
Do you have a medical condition that may require adjustments or accommodations to the workplace or job role in order for you to undertake your new role?	YES		NO	
Do you have a medical condition that may require regular absence from the workplace in order to facilitate treatment and/or investigations?	YES		NO	
Have you ever had any health conditions which may have been caused, or made worse, by work?	YES		NO	
Are there any medical reasons why you should not work with elderly / vulnerable service users?	YES		NO	
Are there any medical reasons why you should not do shift work?	YES		NO	
Are you able to carry out strenuous physical work including climbing ladders, working from scaffolding, bending, lifting and carrying?	YES		NO	
Have you ever had to give up any previous job for medical reasons?	YES		NO	
Have you previously been ill health retired from any job?	YES		NO	

Have you been off work continuously for more than a month during the last three years and / or had more than three separate incidences of absence in the last year?		YES	NO		
Have you ever had any operations requiring hospital admission for five or more days?		YES	NO		
Is your eyesight normal (with glasses / contact lenses if worn)?		YES	NO		
Is your hearing normal?		YES	NO		
Do you regularly:	a) take tablets / medicine?	YES	NO		
	b) If so, what do you take?	YES	NO		

Do you smoke?	YES	NO		If 'YES' how many cigarettes per day?			
Do you drink alcohol?	YES	NO		If 'YES' how many units per day?			
Do you take any drugs, recreationally, medically or otherwise?	YES	NO		If 'YES' what drugs and how often?			
Are you registered disabled?	YES	NO		If 'YES' please state in what capacity?			
				Disabled Registration No			
				Expiry date			
Are you in receipt of any industrial disablement benefit?	YES	NO		If 'YES' please provide details			
In the last 12 months have you been absent from work due to illness / injury?	YES	NO		If 'YES' how long?	days	weeks	months
				If 'YES' provide details			
				Have you now made a full recovery?			
Are you pregnant?	YES	NO		If 'YES' how many weeks?	weeks		

*If you have answered 'YES' to any of the above questions, a doctor's certificate is required stating that you, and those around you, are safe to work*

**DECLARATION:** *I am not aware of any health condition or disability which might impair my ability to undertake effectively the essential functions of the position which I have been offered*

Signature		Date	
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Have you had the following immunisations and / or vaccinations for?				If 'YES' please write the last date you had the immunisations and / or vaccinations done		
Covid 19 Vaccine	YES	NO		First dose on	/	/
				Second dose on	/	/
Booster for Covid Vaccine	YES	NO		Date last done	/	/
Flu Vaccine	YES	NO		Date last done	/	/
Tetanus	YES	NO		Date last done	/	/
Rubella	YES	NO		Date last done	/	/
Diphtheria Schick test	YES	NO		Date last done	/	/
Poliomyelitis	YES	NO		Date last done	/	/
Hepatitis B	YES	NO		Date last done	/	/
Tuberculosis (TB) BCG	YES	NO		Date last done	/	/
Last chest X-ray	YES	NO		Date last done	/	/

**DECLARATION** (please read carefully before signing)

I understand that due to the nature of the work, the employer, Kindcare (UK) Ltd is legally required under the Health and Social Care Act 2008 and Amendment 2014, to ensure that employees are fit for work. I consent to Kindcare (UK) Ltd to contact my GP if so needed, for further particulars of my medical records. I am prepared to undergo a medical examination if required.

I understand that Kindcare (UK) Ltd reserves the right to immediately terminate my employment should any of the information provided above is inaccurate, incomplete or misleading.

<b>Signature</b>		<b>Date</b>	
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**FIVE YEARS RESIDENCY HISTORY**

Please provide all the addresses at which you have lived for the last **5 years starting with the address previous to your current address writing backwards**. There should not be any gaps of time between the time you had lived at one address and the time you had lived at preceding or following address. If necessary, you should continue on a separate sheet of paper. The months should not overlap. Please make sure that all the information provided is correct and accurate. This information is required for DBS check.

No	From		To		Addresses	
	Month	Year	Month	Year		
1					Street / Flat No	
					Street Name	
					Town / City	
					County	
					Post Code	
					Country	
2					Street / Flat No	
					Street Name	
					Town / City	
					County	
					Post Code	
					Country	
3					Street / Flat No	
					Street Name	
					Town / City	
					County	
					Post Code	
					Country	
4					Street / Flat No	
					Street Name	
					Town / City	
					County	
					Post Code	
					Country	
5					Street / Flat No	
					Street Name	
					Town / City	
					County	
					Post Code	
					Country	
6					Street / Flat No	
					Street Name	
					Town / City	
					County	
					Post Code	
					Country	

## EQUAL OPPORTUNITIES QUESTIONNAIRE

*Kindcare (UK) Ltd is an equal opportunity employer and seeks to ensure that all applicants are interviewed and / or put forward for vacancies solely based on merit, irrespective of race, disability, age, gender, sexual orientation or dependants. To enable us to monitor the effectiveness of our policy, we request job applicants to provide the information requested below. Thank you for your co-operation. The information given is for statistical and equality monitoring purposes only. Please make sure you read all the categories listed below and then WRITE 'X' in the appropriate boxes.*

<b>RELIGION:</b>		<b>DEPENDANTS AND DISABILITY</b>			
Atheism		<b>Do you have dependants?</b> <i>(e.g. financially dependent children, non-working spouse / partner, elderly relatives, sick relatives or partner)</i>	<b>YES</b>		<b>NO</b>
Christianity			<b>YES</b>		<b>NO</b>
Islam		<b>Do you consider yourself as having disability?</b> <i>(according to the Disability Discrimination Act 1995, "disability" includes any physical or mental impairment which may have a substantial and / or long-term effect on your ability to carry out some or all of the normal activities)</i>	<b>YES</b>		<b>NO</b>
Hinduism			<b>YES</b>		<b>NO</b>
Buddhism			<b>YES</b>		<b>NO</b>
Judaism			<b>YES</b>		<b>NO</b>
Other (specify)			<b>YES</b>		<b>NO</b>

**ETHNIC ORIGIN:** *(Ethnic origin could be the origin of your fore fathers and hence, it is not the same as nationality)*

<b>Are you White:</b>	English		<b>Are you Asian:</b>	Indian		<b>Are you Black:</b>	Caribbean	
	Scottish			Pakistani			African	
	Irish			Bangladeshi			British	
	Welsh			Filipino			Other (specify)	
	European			Chinese				
	Other (specify)			Other (specify)				

**AGE GROUP:** *Please tick the appropriate box for your age group*

18 - 20		21 - 35		36 - 45		46 - 55		56 - 65		66 +	
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### EQUALITY AND INCLUSION IN RELATIONSHIP AND SEXUALITY (optional)

<b>LGBT+</b>	<b>GENDER IDENTITY</b>	<b>Biologically born as</b>	Male	
		<b>Currently identifies as</b>	Female	
			Male	
			Female	
			Transgender	
			Gender Neutral	
	Gender Fluid			
	<b>SEXUAL ORIENTATION</b>	Heterosexual		
		Homosexual		
		Bisexual		
<b>'+'</b>	<b>Other minority sexuality and / or gender identity (specify)</b>			
<b>PERSONAL DRESS PREFERENCES</b>	As male			
	As female			
	As gender neutral			
<b>PREVIOUS AND CURRENT RELATIONSHIPS AND ROMANCE</b>	Married			
	In a civil partnership			
	In a partnership			
	In a romantic or sexual relationship			
	Divorced			
	Widowed			
	Other (specify)			

**ADDITIONAL INFORMATION.** You may use the space below to provide any information that you may consider relevant to your application such as special needs.

**CONFIDENTIALITY DECLARATION**

1. All information that:
    - i. is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence,
    - ii. relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort, and
    - iii. has not been made public by, or with our authority, shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our written consent.
  2. You are to exercise reasonable care to keep safe all documentary or other material containing confidential information and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.
  3. In particular you are required to comply with all of the home's policies and procedures on confidentiality of information and data protection relating to service users.
  4. Failure to observe these rules will be regarded as a serious misconduct, which could result in the termination of employment.
- I have read and understood the above and I agree to abide by the code of confidentiality.

<b>Signature</b>		<b>Date</b>	
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*Please read carefully the Standard Terms and Condition of Employment (Employment Contract) on the next page*



# STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

*(Employment Rights Act 1996)*

<b>1</b>	<b>THE CONTRACT</b>	<b>This statement dated</b>			
		Sets out certain the particulars of the terms and conditions which, in conjunction with the Disciplinary Procedures and Regulations, Job Description and any Working Arrangements, form the Contract of Employment between:			
		<b>EMPLOYER</b>	<i>Kindcare (UK) Ltd, Trading as Bendigo Nursing Home</i> 22 Arundel Road, Eastbourne, East Sussex, BN21 2EL		
		<i>and</i>			
		<b>EMPLOYEE NAME</b>			
		<b>ADDRESS</b>		<b>POST CODE</b>	
		<b>Your employment with the company will begin</b>			
<p>We do not recognise any employment with a previous employer for the purposes of continuous employment with the Company. This employment is entered into by us in reliance on the personal information that you have supplied in your application form and medical questionnaire and is liable to termination without notice if such information or any of it is subsequently found to be inaccurate or misleading. This employment may also be terminated if satisfactory references and DBS disclosure are not obtained.</p> <p>This contract is reviewed on regular basis and may require amendments to ensure compliance with the latest UK government. Should that be the case all employees will be issued with the latest version of the contract which both parties must sign.</p>					
<b>2</b>	<b>TITLE OF JOB</b>	<b>You are employed as</b>			
		Your employment will be on permanent basis on the successful completion of the probationary period and as described in the Job Description. It must be firmly understood, however, that in the interests of service users' care:			
		<b>a)</b>	You may be asked to undertake other duties within your capabilities from time to time on reasonable request from the Manager / Deputy Manager or the Managing Director, to meet the needs of the service users and / or the home.		
		<b>b)</b>	The Job Descriptions are reviewed on regular basis and may be amended to ensure compliance with the latest government legislation, guidance and best practice. The latest version of the Job Description is available with other policies and procedures in the staff room and our website at <a href="http://www.bendigonursinghome.co.uk/resources">www.bendigonursinghome.co.uk/resources</a> , and all employees are expected to become familiar with their specific job description and implement it in practice. Management will enable staff through change with training, guidance, support and supervision.		

<p><b>3</b></p>	<p><b>PAY / WAGES</b></p>	<p>Your hourly rate of pay is specified in your job offer letter.</p> <p>Your wages will be paid at monthly intervals in arrears by BAC's (bank transfer directly into the bank account you have provided). Your wages will be calculated on the number of hours worked from 16th of current month to the 15th of the following month and you will be paid on the last working day of that month. Any change or amendments to this will be confirmed in writing within one month of them occurring. <b>Should your employment be terminated, your last wages will be paid by cheque.</b></p> <p>You will be paid the hourly rate agreed during the interview. That hourly rate may be reviewed during an appraisal, at the end of the 'Probation Period' depending on the employees work performance.</p> <p>All employees' pay is reviewed during an appraisal at the end of each financial year and is work performance related.</p> <p>Should your pay is a subject to your entitlement to receive the applicable NLW (National Living Wage) in respect of hours worked, your pay will increase automatically to the new NLW rate as from the date specified by the government.</p> <p>Deductions will be made for income tax and national insurance contributions and other authorised deductions or deductions required by law.</p>
<p><b>4</b></p>	<p><b>LAWFUL DEDUCTIONS</b></p>	<p>In accordance with Part 2 of the Employment Rights Act 1996, you authorise the Company make deductions from your salary to recover any sums due from you to the Company including, but not limited to, any loans, relocation packages, advances, visa and legal fees, training agreements, overpayments and/or losses incurred by the Company as a result of damage due to your nuisance and/or negligence.</p>
<p><b>5</b></p>	<p><b>EXPENSES</b></p>	<p>You are entitled to be repaid all expenses with prior authorisation, properly and reasonably incurred by you in or about the performance of your duties. You must provide evidence of any expenses you wish to claim, such as vouchers, receipts and any other documents in accordance with the Company's "Expenses" (or equivalent) policy, before any expenses are repaid.</p> <p>Expenses incurred for petrol or diesel are reimbursed £0.55 (55 pence) per litre.</p>
<p><b>6</b></p>	<p><b>BENEFITS</b></p>	<p>You may receive the following benefits during your employment:</p> <ol style="list-style-type: none"> <li>Free meals and refreshments as specified in 'Breaks'</li> <li>£250 per annum training allowance</li> <li>Contribution to your pension fund</li> </ol> <p>The Company may replace or withdraw the above benefits or amend the terms of those benefits at any time.</p>
<p><b>7</b></p>	<p><b>PENSION</b></p>	<p>Kindcare (UK) Ltd contributes to your pension fund. The company has set up workplace scheme with NEST (National Employment Savings Trust), available to all our eligible employees. <b>New Employees must sign consent and specify on the 'Starter Form', if they choose to 'Opt in' or 'Opt out' to contribute in pension fund.</b></p> <p>Within one month of your start date, if you are eligible and do not chose to opt out, you will be automatically enrolled into the Company's Occupational Pension Scheme:</p> <ol style="list-style-type: none"> <li>you will be required to make pension contributions to the scheme at the level set out under Part 1 of the Pensions Act 2008 from time to time and you agree to us deducting such contributions from your salary each month; and</li> </ol>



7	<p><b>PENSION</b> (cont.)</p>	<p>ii) we will be required to make pension contributions to the scheme at the level set out under Part 1 of the Pensions Act 2008 from time to time. The scheme is subject to its rules as may be amended from time to time and we may replace the scheme with another pension scheme (which complies with the relevant statutory requirements) at any time.</p> <p>If you are not eligible to be enrolled automatically, we will comply with any duties we may have under Part 1 of the Pensions Act 2008 and will provide alternative pension scheme arrangements to the extent required by law.</p>	
8	<p><b>NORMAL HOURS OF WORK</b></p>	<p>All Employees need to be aware that caring for the elderly in whatever capacity is a 24 hour a day, 365 days a year commitment. Hours of work may therefore be unsociable and require cover over Weekends, Christmas and other Public Holidays.</p> <p>This employer does not employ staff to work specific number of hours every week of the year. Staff are employed on full time or part time basis. Full time employment is no less than 36 hours and could be more per week and part time is less than 36 hours per week. Number of hours per week scheduled on the ‘Staff Duty Rota’ will vary depending on planned annual leave and unplanned staff sickness and other individual circumstances.</p> <p>Employees are expected to work various shifts during the day and night, weekdays and weekends inclusive of breaks as detailed in ‘Breaks and Meal times’.</p> <p>Your normal hours of work are as scheduled on the ‘Staff Duty Rota’ each week. The duty rota is available in the nurses’ office, staff room and is e-mailed to individual staff members. You will be expected to work additional hours to cover absence due to sickness and annual leave when required. Senior Staff (such as Qualified Nurse (RGNs) / Person in charge, Manager, Deputy Manager, Business Liaison Officer), are required to work such hours as are necessary for the successful execution of their duties. Under no circumstances Qualified Nursing Staff / Person in Charge can leave their post until they hand over their post to another Qualified Nurse.</p> <p>You are required to come in to work 15 minutes early and leave 15 minutes later than the shift time. This is to facilitate handover report from one shift to the next. Your hourly rate takes into account this period and you will be paid for the shift hours the normal rate of pay agreed. If you are late for the commencement of the shift or leave earlier than the end of the shift, quarter of an hour will be deducted for 1 to 15 minutes, half an hour deducted for 16 to 30 minutes late arrival / early departure.</p> <p>Three hours will be deducted if you do not work shift allocated to you on the rota without having a good reason such as being ill. Should that be the case employee must ensure that they inform the person in charge as early as possible.</p> <p>Staff are expected to keep their phones switched on and answer a call from the home to cover a shift in case of unplanned absence.</p>	
9	<p><b>MAXIMUM WEEKLY WORKING TIME, CONSENT AND WITHDRAWAL OF CONSENT</b></p>	<p>a)</p>	<p>i) The period of weekly working time is limited by means of law, regulations or administrative provisions or by collective agreement or agreement between the two sides of the industry;</p> <p>ii) A limit of 48 hours on average weekly working time (unless employee opts out). Furthermore, any employee who wishes to work a number of hours which exceeds 48 hours is required to sign the Consensus Declaration displayed below:</p>

		b)	<p style="text-align: center;"><i>I hereby voluntarily agree to work more than 48 hours per week if so required</i></p>	<p style="text-align: center;">Signature of Employee</p>
		c)	<p>i) The Employee may end this Agreement by giving the Company <i>three months</i>’ notice in writing.</p> <p>ii) For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination of employment.</p> <p>ii) Upon the expiry of the notice period set out in clause (c), (i) the Working Week limit shall apply with immediate effect.</p>	
		<p><i>The management of Kindcare (UK) Ltd do not recommend and discourage employees from working more than 48 hour per week due to the nature and purpose of the work which can be physically, emotionally and mentally exhausting.</i></p>		
10	<p style="text-align: center;"><b>DBS DISCLOSURE AND CONSENT</b></p>	<p>The Rehabilitation of Offenders Act 1974 provides that criminal convictions, cautions, warnings and reprimands in respect of certain offences are deemed to be "spent" after specified periods of time (rehabilitation). However, pursuant to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 Amendment (England and Wales) Order 2013 a person applying for an excepted post (including work with children or vulnerable adults) will be asked whether they have any unspent convictions and cautions (an excepted question) provided the questions are asked for the purpose of assessing the applicant's suitability for the occupation, office or profession. At the time the questions are asked, the person must be informed that they are obliged to disclose spent convictions. If a person fails to disclose criminal convictions (including, where applicable, spent convictions), cautions (including, where applicable, spent cautions), warnings and/or reprimands, or fails to give truthful information, this will be a valid reason for the Company to withhold employment or to dismiss. Guidance can be found at the Disclosure and Barring Service website.</p> <p>Due to the nature of your employment, subject to the above paragraph, you are required to declare details of any investigations by the Police or other regulated body, criminal convictions, cautions, reprimands and final warnings prior to and during your employment including those convictions which may be regarded as spent under the Rehabilitation of Offenders Act 1974. Failure to notify the Company will be regarded as gross misconduct which will be dealt with under the Company’s Disciplinary (or equivalent) policy and/or procedure.</p> <p>Your initial employment is conditional upon the provision of a satisfactory Disclosure and Barring Certificate of a level appropriate to your post. You may be required to undertake to subsequent criminal record checks from time to time during your employment as deemed appropriate by the Company. In the event that such certificate(s) are not supplied your employment with us will be terminated.</p> <p>Criminal Records Bureau (CRB), set up by the Government, as an executive agency of the Home Office will provide Enhanced Disclosure service, which will implement the provision of Part V of the Police Act 1997. The Health and Social Care Act 2008 requires all staff involved in the care of vulnerable people to have enhanced disclosure. Without having satisfactory enhanced disclosure Kindcare (UK) Ltd cannot employ you.</p> <p>The Disclosure service is one off payment of £75.00 paid by the Staff Members. The Employee will be refunded this amount on a sliding scale as in section 19, similar to training. In case where the Employee has not paid £75.00 for the Enhanced Disclosure, then amount on a sliding scale will be deducted from the Employee’s final pay if his or hers employment is terminated earlier than 13</p>		

10	<b>DBS DISCLOSURE AND CONSENT</b> (cont.)	months of employment (< 7 months of employment, the full amount of £75.00 will be deducted; = 7 months < 10 months, 70% = £52.50 will be deducted; = 10 months, £43.13 will be deducted; = 12 months, £33.76 will be deducted; = 13 months no amount will be deducted)			
11	<b>HOME OFFICE CLEARANCES</b>	<p>Your offer of employment is subject to obtaining the necessary Home Office legality to work clearances and verification / registration. Unless officially the responsibility of the Company (for example, for sponsored migrant workers), all clearances, renewal of leave to remain permits/visa and applications to the Home Office will be your responsibility. Failure to obtain the necessary immigration clearances and proof of right to work may result in your offer of employment being withdrawn. If already in employment, any failure to provide proof of your right to work in accordance with Home Office verification procedures may result in suspension without pay after 5 calendar days until the situation has been investigated and action taken to resolve the issue. This could result in termination of employment without notice.</p> <p>If you are sponsored by the Company under a Skilled Worker or EU Settlement Scheme (or other applicable) visa and your employment terminates, or you are absent from work without authorisation from the Company, we will inform United Kingdom Visa and Immigration of this after 10 working days. As a sponsored employee you will be expected to comply with all relevant reporting obligations so that the Company can, as a Sponsor Licence holder, comply with its immigration law duties.</p>			
12	<b>DISCLOSURE</b>	<p>If your role requires clearances from the DBS, or Home Office Immigration/UK Visa and Immigration and/or any regulatory or professional bodies, you must notify the Company of anything that may result in you failing to achieve or maintain such clearance. Failure to achieve or maintain such clearance may result in the termination of your employment without notice.</p> <p>The Company may be required to refer an employee to the relevant regulatory body/bodies.</p>			
13	<b>REFERENCES</b>	Your offer of employment is subject to the Company receiving satisfactory references from your current/most recent and previous employers. Failure to provide a satisfactory reference may result in your offer of employment being withdrawn or, in the event that you have already started work, may result in your contract of employment being terminated without notice.			
14	<b>BANK HOLIDAYS</b>	You are expected to work on Bank Holidays as and when required. Employees working Bank Holidays throughout the year will be paid £1.00 per hour in addition to the normal rate, except Christmas Day and New Year's Day when you will be paid double the normal hourly rate.			
15	<b>ANNUAL LEAVE / HOLIDAY ENTITLEMENT</b>		Your holiday entitlement (including Bank Holidays) is on pro rata basis, as follows:		
		a)	<i>from 1 to 23 months of employment</i>	<i>5 weeks x 7 days a week = 35 days holiday entitlement for each year</i>	<i>Inclusive of Bank Holidays</i>
		b)	<i>from 24 to 47 months of employment</i>	<i>6 weeks x 7 days a week = 42 days holiday entitlement for each year</i>	
		c)	<i>48 months and more of employment</i>	<i>Max. of 7 weeks x 7 days a week = 49 days holiday entitlement for each year</i>	

<p style="text-align: center;"><b>15</b></p>	<p style="text-align: center;"><b>ANNUAL LEAVE / HOLIDAY ENTITLEMENT</b> <i>(cont.)</i></p>	<p>The aggregate hours per week entitlement is calculated as an average hours per week worked. The daily rate of holiday pay is then calculated on the average hours per day worked in a seven days week (Monday to Sunday and not five days week, Monday to Friday) over period of 52 weeks. If an employee has been employed for less than 52 weeks, then their number of weeks employed is their pay period.</p> <p>Employees may take the full year’s holiday allowance before it has been accrued on a pro rata basis. But if they do, they must be aware that if employment with the company is terminated before entitlement has been earned, any such excess holiday pay granted will be deducted from the final pay. If the Employees’ final wages payment is insufficient to allow for the whole of any such deduction, you will be required to repay the outstanding amount due to the Employer within one month of termination of your employment and before receiving your P45. On termination of employment you will be paid in lieu of holiday accrued but not taken.</p> <p>Holidays may not be carried forward to subsequent years except in extreme circumstances and then only with the prior written agreement of your Manager. The holiday year runs from 16<sup>th</sup> March to 15 March of the following year.</p> <p>The booking of any holiday or time off work must be strictly in accordance with the Holiday Policy in the staff handbook you have been issued with.</p> <p><b><i>No longer than 28 days holiday entitlement may be taken at any one time. Only one member of staff will be granted holiday at any one time, subject to variation and at the manager’s discretion. Minimum of one-month notice is required and must be approved by your manager. Annual Leave is approved by the manager on ‘first come, first serve basis’. Staff must not book any flights or holidays until the manager has approved his or her holiday request.</i></b></p>
<p style="text-align: center;"><b>16</b></p>	<p style="text-align: center;"><b>GARDEN LEAVE</b></p>	<p>If you or the Company have given notice to terminate your employment, or if you terminate your employment in breach of contract, the Company may write to you and place you on Garden Leave for the whole or part of the remainder of the employment, assuming such period does not exceed 6 months.</p> <p>During any period of Garden Leave:</p> <ol style="list-style-type: none"> <li>i) the Company shall be under no obligation to provide any work to you and may revoke any powers you hold on behalf of the Company;</li> <li>ii) the Company may require you to carry out alternative duties or to only perform such specific duties as are expressly assigned to you, at such location (including your home) as the Company may decide;</li> <li>iii) you shall continue to receive your basic salary in the usual way;</li> <li>iv) you shall remain an employee of the Company and continue to be bound by the terms of this agreement (including any implied duties of good faith and fidelity);</li> <li>v) you shall ensure that [position] knows where you will be and how you can be contacted during each working day (except during any periods taken as holiday in the usual way);</li> <li>vi) the Company may exclude you from any premises of the Company. The Company may require you not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, patient, service user, supplier, agent, distributor, shareholder, adviser or other contact of the Company; and</li> <li>vii) any accrued but unused holiday entitlement shall be deemed to be taken during any period of Garden Leave.</li> </ol>

17	BREAKS / TEA BREAKS / MEAL-TIMES	All Breaks are paid and must be taken in turn by staff on shift to ensure that service users are attended to, at all times.	
		a)	Staff on duty working six hours shift are entitled to one fifteen minutes break where the Employer provides free hot and cold refreshments and snacks.
		b)	Staff on duty working more than 10 hours shift are entitled to half an hour meal break where the Employer provides a free meal, in addition to other tea / coffee breaks.
		c)	Staff on duty working 5 hours are entitled to one ten minutes break.
		d)	Staff on duty working four hours or less, are not entitled to a break.
18	SICKNESS / ABSENCE	<p>The Company operates the Government Statutory Sick Pay (SSP) and you will be paid according to the rate governing at the time for a maximum of 28 weeks in any period of twelve months provided that the Employee supplies the Employer with a medical certificate if absent for a period of more than seven consecutive days. Absence of less than seven consecutive days will require the Employee to produce a signed declaration / self –certification that they were not able to attend work due to sickness.</p> <p>Further certificates must be obtained if the absence continues for longer than the period of the original certificate. You consent to attend any medical examination. You agree that any report produced in connection with any such medical examination may be disclosed to the Company and the Company may discuss the contents of the report with the relevant doctor.</p> <p>You are required to inform the Person in Charge at the earliest reasonable opportunity of any inability to attend for duty. You are also obliged, at the same time, to keep management informed of your date of return to work following any absence.</p> <p>The policy on sickness / absence as detailed in the Staff hand book available on <a href="http://www.bendigonursinghome.co.uk/resources">www.bendigonursinghome.co.uk/resources</a> sets out the rules governing this area of your employment.</p> <p>It is the home’s policy that following a day’s sickness any shifts scheduled over the next three days may be covered, at the discretion of the manager, thus allowing the employee to fully recuperate and also keeping disruption to the home at a minimum.</p> <p>If a period of absence due to incapacity is or appears to be due to a third party’s negligence, nuisance or breach of any statutory duty in respect of which damages are or may be recoverable, you must immediately notify the Company of that fact and of any claim, settlement or judgment made or awarded to you in connection with it and all relevant details that the Company may reasonably require. You must, if required by the Company, co-operate in any related legal proceedings and refund to the Company that part of any damages or compensation you receive which relates to your loss of earnings for the period of absence (less any legal costs you have incurred) up to the total amount paid to you by the Company during the period of absence.</p> <p>Frequent and persistent absence may threaten the safe and efficient running of the home. Therefore, employees will attract full disciplinary procedure for any of the following:</p>	

		<p><b>a)</b> Failure to give reasonable notice for inability to report for duty.</p> <p><b>b)</b> Absence without genuine reason.</p> <p><b>c)</b> Frequent absence (<i>i.e. more than once a month</i>).</p> <p><b>d)</b> Persistent absence / sickness may constitute an employee being unfit for work and therefore, employment may be terminated.</p>
<b>19</b>	<b>FITNESS OF EMPLOYEE</b>	<p>An employee should be physically and mentally fit for the purpose of the work which she / he is to perform at the nursing home. By signing this contract is regarded as signed declaration that you are so fit. Persistent absence / sickness may constitute an employee being unfit for work and therefore, employment may be terminated.</p>
<b>20</b>	<b>OTHER LEAVE: MATERNITY, PATERNITY, ADOPTION, SHARED PARENTAL LEAVE AND PAY</b>	<p>You may be eligible to take the following types of paid leave:</p> <ul style="list-style-type: none"> <li>i) statutory maternity leave;</li> <li>ii) statutory paternity leave;</li> <li>iii) statutory adoption leave;</li> <li>iv) shared parental leave; and</li> <li>v) statutory parental bereavement leave.</li> </ul> <p>Employees are entitled to certain maternity rights, as laid down by Statute. The company will honour its obligations in this regard. You are required to inform the Manager or the Deputy Manager, in writing, as soon as you are aware of pregnancy. A risk assessment will be undertaken to enable you and the Manager and / or the Deputy Manager to make adjustments to the number of hours you work, length of shifts and nature of work as reasonable and practicable. You must keep the Manager or the Deputy Manager informed throughout your pregnancy as to your health and wellbeing to re – evaluate your working hours and duties as practicable.</p> <p>In relation to paternity, adoption and shared parental leave the company will honour its obligation as laid down by Statute.</p> <p><i>Staff must read the company's relevant policy 'Pregnancy, maternity, paternity, adoption and shared parental leave' available on our website at <a href="http://www.bendigonursinghome.co.uk/recourses">www.bendigonursinghome.co.uk/recourses</a> to ensure they are familiar with their rights and the process.</i></p>
<b>21</b>	<b>PARENTAL BEREAVEMENT LEAVE AND PAY (Jack's Law)</b>	<p>It is recognised that losing a child (under the age of 18 or a stillborn baby at 24 weeks or more into pregnancy), has a devastating impact on the family and hence, parents who lose a child are entitled to two weeks paid bereavement leave. This statutory entitlement will be paid at the same statutory rate as other family leave such as maternity, paternity, adoption and shared parental leave.</p> <p>In order to receive paid time off, the employee must have been employed for a minimum of 26 weeks continuously. Employees with less than 26 weeks continuous service will receive the time off <b>UNPAID</b>.</p> <p>Parental bereavement leave is either the continuous of two weeks, or two separate one-week blocks. The time can be taken immediately after the death, or at any time up to 56 weeks after the death of the child.</p> <p>Further, the leave can be taken immediately after the death of the child without having to give a period notice. However, if the leave needs to be taken at a later date, the employee must provide one week's notice.</p> <p>This recognises that it is not just the immediate aftermath of the death that is difficult. Leave may also be needed later to attend an inquest or to mark the first anniversary of the death of the child.</p>

<p><b>22</b></p>	<p><b>PROBATIONARY PERIOD</b></p>	<p>The first six months of employment as described in this document shall be a Probationary Period. The length of the Probationary Period will be extended by the amount of any absence from work longer than one week during this period. One-week notice will be given as Termination of Employment during this period by the employer and employee, or the employment may be terminated with no notice by both parties' mutual agreement.</p> <p>Before the end of the six months Probationary Period the Employee and the Manager will undertake an Appraisal to evaluate the Employee's work performance, knowledge and skills and determine the areas in which the Employee requires training and support.</p>
<p><b>23</b></p>	<p><b>TERMINATION OF EMPLOYMENT / RIGHTS OF NOTICE</b></p>	<p>On completion of the 'Probationary Period' your employment will continue on permanent basis subject to either party giving a minimum notice of one calendar month notice (12 weeks for a Registered Home Manager, Deputy Manager, Kitchen Chef, Facilities Manager), to the other party to terminate this agreement. After one year of continuous employment the period of notice will increase with one week per completed year until a maximum notice entitlement of 12 weeks after 12 years of service.</p> <p>By mutual agreement these notices can be waived by either party. When employment is terminated by the employer payment in lieu of notice may be paid (or a combination of basic wages in lieu and short notice), or to require the Employee to remain away from work during the notice period, whichever may be appropriate. This provision, which is at the Employer's discretion, applies whether notice to terminate the contract is given by the Employee or by the Employer. When the employment is terminated and the Employee does not work the notice period, equivalent pay to the notice period will be deducted from the Employee's final wages. In these circumstances any outstanding holiday entitlement will be used against the notice period.</p> <p>The Employer may terminate this contract without notice or payment in lieu of notice in case in case of gross or persistent misconduct such as breach of the Employer's disciplinary rules. Employee will be suspended without pay if the Employee is under safeguarding investigation.</p> <p>The Employee will be required to return all company property before your departure. Failure to do so will result in the appropriate amount of monies being deducted from your final pay. In all circumstances on termination of employment final pay will be in the form of company cheque, which will be paid at the end of the current pay period in the normal way. Any payment in lieu of notice will have PAYE, National Insurance contribution and any sums due which may be owed to the Employer deducted at source.</p> <p><i>Following amicable termination of employment references will be provided only by the Registered Manager, in writing and <u>with a prior consent</u>. The Employer is not obliged to provide reference(s).</i></p>
<p><b>24</b></p>	<p><b>RETIREMENT</b></p>	<p>Kindcare (UK) Ltd does not have a retirement age. If an employee wishes to retire, then the employee may give notice to end employment.</p>

25	DUTIES	<p>The Employee is required to conscientiously observe and perform all duties as detailed in the job description including any instructions and directions as may reasonably be asked of you by your Manager. The Employer may revise your job description from time to time. Further the Employee is required to use all proper means within their power to protect and further the reputation and interest of the Company.</p> <p>The Employee may not make any arrangements to engage additional staff or agency staff without approval from the Manager or the Deputy, whereby the aggregate weekly amount of wages paid in connection with the home will be increased. No goods or services will be ordered for the home or in the name of the company without prior authorisation.</p>																		
26	STAFF MEETINGS	<p>Staff Meetings are very important for both the employee and the company. They are the means by which information is communicated and discussed with the staff to ensure that all concerned are given the opportunity to contribute to the working practices, conditions and smooth running of the home and hence, <b>attendance of staff meetings is mandatory for all staff with no exception</b>, regardless whether they are employed full or part time. Staff meetings are once a month and usually the last Wednesday of the month. Staff are paid for the time during staff meetings. Persistently not attending staff meetings may constitute termination of employment.</p>																		
27	TRAINING	<p>First four shifts are part of the Employee's work based training and induction and as such attract the training rule as detailed in the table below:</p> <p>You are required to attend all mandatory training and / or lecture programmes including fire, health and safety, moving and manual handling, etc. (as detailed by the Department of Health, 'National Minimum Training Standards for Healthcare Support Workers and Adult Social Care'), training and refresher courses. <b>Persistent failure to attend training courses may affect the Employee's competence to carry out his or her duties and may constitute termination of employment.</b></p> <p>All mandatory training courses are written on the 'Duty Rota' as well as on the training programme and staff that are required to attend training or refresher courses are noted. Staff individual training needs are identified during supervision and appraisal.</p>																		
		<p>Training organised by the company is for our mutual benefit. Your training allowance is £250.00 per annum (1st April to 31st March). The company pays for the cost of the training and staff are paid for the training time, provided it is within your training allowance and relevant to your job. <b>For any additional relevant training, the company will pay the cost of the course only.</b></p> <p>You will be paid for your time for attending training on a pro rota basis as follows:</p> <table border="1" data-bbox="432 1778 1517 2085"> <thead> <tr> <th data-bbox="432 1778 491 1854"></th> <th data-bbox="491 1778 948 1854">EMPLOYMENT TERMINATED SINCE COMPLETION OF INDUCTION / TRAINING</th> <th data-bbox="948 1778 1517 1854">INDUCTION AND TRAINING THAT EMPLOYEES WILL BE PAID</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 1854 491 1906">a)</td> <td data-bbox="491 1854 948 1906">Less than 7 months</td> <td data-bbox="948 1854 1517 1906">Nil (no payment for training or induction)</td> </tr> <tr> <td data-bbox="432 1906 491 1957">b)</td> <td data-bbox="491 1906 948 1957">on completion of 7 months</td> <td data-bbox="948 1906 1517 1957">70%</td> </tr> <tr> <td data-bbox="432 1957 491 2009">c)</td> <td data-bbox="491 1957 948 2009">on completion of 10 months</td> <td data-bbox="948 1957 1517 2009">10%</td> </tr> <tr> <td data-bbox="432 2009 491 2060">d)</td> <td data-bbox="491 2009 948 2060">on completion 12 months</td> <td data-bbox="948 2009 1517 2060">10%</td> </tr> <tr> <td data-bbox="432 2060 491 2085">e)</td> <td data-bbox="491 2060 948 2085">on completion of 13 months</td> <td data-bbox="948 2060 1517 2085">10%</td> </tr> </tbody> </table>		EMPLOYMENT TERMINATED SINCE COMPLETION OF INDUCTION / TRAINING	INDUCTION AND TRAINING THAT EMPLOYEES WILL BE PAID	a)	Less than 7 months	Nil (no payment for training or induction)	b)	on completion of 7 months	70%	c)	on completion of 10 months	10%	d)	on completion 12 months	10%	e)	on completion of 13 months	10%
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<p><b>28</b></p>	<p><b>SAFETY AT WORK</b></p>	<p>The Health &amp; Safety at Work Act 1974 and other legislation requires that you work in a safe way using safe methods which will not endanger yourself or any other person. You are expected to familiarise yourself with the Company's Health and Safety Policies. Breaches of health and safety rules will lead to immediate disciplinary action.</p> <p>You must report immediately any accidents or hazards at work to the person in charge.</p> <p>The Health and Safety at Work Act 1974 (HSWA), places requirements on both, the Employer and Employees.</p> <p><b>Staff have a duty to take care of their own health and safety and that of others who may be affected by your actions or inactions at work. Staff must co-operate with employers and co-workers to help everyone meet their legal requirements.</b></p> <p>More details of those requirements are contained within the Company's HSWA Policy Statement.</p>
<p><b>29</b></p>	<p><b>ACCIDENTS</b></p>	<p>Any employee having or witnessing an accident whilst on duty is required to report the matter immediately to the Person in charge or the Manager and to ensure that a full and accurate record of the circumstances is detailed in writing in the accident book provided. Complete 'Accidents and Incidents' Policies and Procedures can be found in the staff room, nurses' office and on our website at: <a href="http://www.bendigonursinghome.co.uk/resources">www.bendigonursinghome.co.uk/resources</a></p>
<p><b>30</b></p>	<p><b>INFECTIOUS / NOTIFIABLE DISEASES AND VACCINATION</b></p>	<p>a) It is a condition of your employment that you will:</p> <ul style="list-style-type: none"> <li>i) participate in and undergo a health screening and risk assessment either prior or when you join the Company; and</li> <li>ii) participate in and undergo a health screening and risk assessment as and when reasonably required by the Company throughout the term of your employment.</li> </ul> <p>b) You are also encouraged to be vaccinated against any diseases and / or infections which the Company reasonably requires you to be vaccinated against (such as Covid 19, Flu, Hepatitis B, Tuberculosis (TB), and if requested by the Company, to produce evidence that you have received such vaccination.</p> <p>c) The Company reserves the right to withdraw any offer of employment if, following a reasonable management instruction, you fail to meet the conditions in clauses a) i) and a) ii) above.</p> <p>d) The Company may take appropriate management action if, following a reasonable management instruction, you fail to meet the conditions in clauses a) ii) and b) including (but not limited to):</p> <ul style="list-style-type: none"> <li>i) instructing you to leave the premises and / or not to attend the premises, and any such absences may be unpaid;</li> <li>ii) disciplinary action; and / or</li> <li>iii) the termination your contract of employment without notice</li> </ul>
<p><b>31</b></p>	<p><b>PROFESSIONAL QUALIFICATIONS / REGISTRATIONS</b></p>	<p>If your role requires you to be registered with a professional body, for example the NMC, for Registered General Nurses (RGNs) your employment will be subject to you producing and maintaining any registration appropriate to your employment and profession. If you fail to produce or maintain such registration, the Company may suspend you without pay and take disciplinary action up to and including termination of your employment without notice.</p> <p>Should your registration lapse, the Company reserves the right to re-deploy you into a non-registered role at the appropriate rate of pay until evidence has been received confirming your registration has been renewed.</p>

32	<b>PROFESSIONAL CODES OF CONDUCT</b>	<p>All Registered General Nurses (RGNs) are required to familiarise themselves with the NMC Professional Code of Conduct and to abide by the published Codes of Practice. Any breach of the professional code may be regarded as a disciplinary matter.</p> <p>All staff are required to familiarise themselves with the Kindcare Professional Code of Conduct and to abide by the codes of practice as detailed in the staff handbook available at <a href="http://www.bendigonursinghome.co.uk/resources">www.bendigonursinghome.co.uk/resources</a> Any breach of out code may be regarded as a disciplinary matter.</p>	
33	<b>MAINTENANCE OF STANDARDS</b>	<p>It is the aim of Kindcare to provide care to all service users to a standard of excellence which embraces equality, diversity and human rights in every aspect of the care, treatment and support provided. Putting people first and championing their rights is the home's main ethos. People who use services are empowered by enabling them to become involved in the planning and delivery of their own care, treatment and support.</p> <p>It is of utmost importance that all members of our team are able to convey a caring, compassionate and professional approach.</p> <p>At Bendigo Nursing Home we achieve this by employing safe working practices, promoting core values of care, implementing new and best methods through continuous learning, research and innovation. Therefore, we employ the most suitable and committed applicants and only the best continue to work at the home for years and in some cases decades.</p> <p><b><i>Persistent failure to maintain the company's high standards may result in termination of employment.</i></b></p>	
34	<b>BRIBERY / GIFTS</b>	<p>You must not offer or accept a bribe of any kind. If you are concerned about or suspect an act of bribery you must report this immediately in accordance with the Company's relevant policies and procedures.</p> <p><b>If staff are offered gifts/gratuities of any nature these must not be accepted.</b></p>	
35	<b>PERSONAL PROPERTY</b>	<p>The Company accepts no responsibility for the loss of or damage to your personal property howsoever this may occur. It is recommended that you arrange your own insurance cover. All staff are provided with a locker in the staff room where they can lock valuables during their shift.</p> <p><b>Staff must also lock their smart phones in their locker during their shift. Staff are not allowed to carry their smart phones on their person during shift, not to take any photographs of residents, premises or anything at all.</b></p>	
36	<b>COMPANY PROPERTY</b>	a)	<p><b><i>Items / Objects</i></b></p> <p>All Company property i.e., ID badge, locker key, all capital equipment (e.g. washing machine(s), dryer(s) dish washer(s) etc.), portable, lifting, pressure relief, etc. equipment (e.g. kettle(s), blender(s) etc.), durable equipment (e.g. crockery, cutlery, linen / bedding, etc.) and all client's property including clothes and any item found in the company's premises are regarded as company property. All such property must be handled with care and respect. The company reserves the right to recover the cost for repairs or replacement of any property that may be damaged, broken or destroyed due to an employee's negligence.</p>

		<p><b>b)</b> <i>Intellectual Property (IP)</i></p>	<p>Intellectual property (IP) is a legal concept which refers to creations of the mind and refers to a variety of intangible assets, such as musical, literary, and artistic works; discoveries and inventions; <i>and words, phrases, symbols, and designs</i>. Common types of intellectual property rights include copyright, trademarks, patents, industrial design rights and in some jurisdictions trade secrets.</p> <p>More specifically: In Kindcare (UK) Ltd intellectual property (IP), extensively but not exhaustively, are regarded the following: logo, letter head, forms (any kind of forms), risk assessments, care plans, staff handbook (containing policies, procedures, job descriptions, etc.), menu, diagrams and charts, recruitment pack, service users’ brochure, surveys, and any item that may or may not contain the Kindcare logo, completed or blank, digital or a physical copy.</p> <p><i>Taking out and / or photocopying any such articles as specified above whether in digital or physical copy form, outside the home’s premises and passing those articles to a competitor or a third party may result in termination of employment.</i> Employees must refer also to Confidentiality and disclosure information policy and procedure in their staff handbook.</p> <p>Any invention, improvement, design, process, information, copyright work, trade mark or trade name made, created or discovered by you during the course of your employment in any way affecting or relating to the business of the Company or capable of being used or adapted for use within the Company shall be immediately disclosed to the Company and shall to the extent permitted by law belong to and be the absolute property of the Company. If required to do so by the Company, you shall, at the Company’s expense:</p>
		<p><b>b)</b> <i>Intellectual Property (IP) (cont.)</i></p>	<p>i) apply or join with the Company in applying for letters patent or other protection or registration in the United Kingdom and in any other part of the world for any such invention, improvement, design, process, information, copyright work, trade-mark or trade name as aforesaid;</p> <p>ii) execute and do all instruments and things necessary for vesting the said letters patent or other protection or registration when obtained and all right title and interest to and in the same absolutely and as a sole beneficial owner in the Company or in such other person as the Company may specify.</p> <p>You hereby irrevocably appoint the Company to be your attorney in your name and on your behalf to execute and do any such instrument or thing and generally to use your name for the purpose of giving to the Company the full benefit of this clause.</p>

		<b>c)</b>	<b>Return of Property</b>	<p>At the request of the Company or in any event on termination of your employment, you are required to return all property belonging to the Company which may be in your possession or under your control. This includes but is not limited to documents, correspondence, keys, patient lists, magnetic disks, tapes, memory sticks or cards or any other software storage media and all other property belonging to the Company.</p> <p>Monies will be deducted from final pay for non-return or damage other than reasonable wear and tear that has occurred.</p>
		<b>d)</b>	<b>Security</b>	<p>In the interest of security, the Company reserves the right to search you or any of your possessions or motor vehicle or other property in your possession whilst on or leaving the Company's premises.</p>
<b>37</b>	<b>LOYALTY TO THE COMPANY</b>	<p>Either during or following your employment with this company you should not divulge any information about the company which may be considered to be of a confidential nature particularly in relation to residents' personal, medical or financial business, company finances, transactions or business affairs.</p> <p>You must note that during employment with this company you may not take other employment (part / full time or paid / unpaid) unless there is a prior arrangement in place and at the Manager's discretion.</p>		
		<p>Following termination of this employment for whatever reason you are not permitted to:</p>		
		<b>a)</b>	<p>Canvass or solicit business, residents or employees from the home / company.</p>	
		<b>b)</b>	<p>Solicit and / or seek to employ any person who has been employed by the company at any time during the period of your employment with the company.</p>	
		<b>c)</b>	<p>Use the name of the company in connection with your own or any other name which is in any way intended to suggest any connection with the company's business.</p>	
<b>38</b>	<b>DISCIPLINARY PROCEDURE AND APPEAL(S)</b>	<p>Failure to conform to the standards of work performance or conduct expected in your employment will render you liable to a disciplinary action. Action taken could result in dismissal. No disciplinary procedure forms part of your contract and the procedure adopted may vary. The Employer reserves the right to suspend an Employee at any time:</p>		
		<b>a)</b>	<b>i)</b>	<p><b>With pay</b>, whilst investigating any disciplinary matter or for health and safety reason, and / or</p>
			<b>ii)</b>	<p><b>Without pay</b> when it is for example a gross misconduct and / or safeguarding investigation.</p>
		<p>A copy of Disciplinary Regulations and Procedure relating to this employment are detailed in the Staff Handbook available on our website at: <a href="http://www.bendigonursinghome.co.uk/resources">www.bendigonursinghome.co.uk/resources</a></p>		
		<b>b)</b>	<p>If an Employee is dissatisfied with any disciplinary action taken against him or her, then the Employee should raise the matter in accordance with the Disciplinary Procedure. Please note that the Disciplinary Regulation applies to all employees from day one of the employment. The Disciplinary Procedure only applies to employees who have completed 24 months continuous employment with the company.</p>	

39	<b>GRIEVANCE PROCEDURE</b>	<p>The Employer recognises the importance of dealing quickly and fairly with any grievance the Employee may wish to raise relating to the terms and conditions of employment, or any other matter relating to the employment. This procedure does not form part of the Employee's contract and may vary from time to time.</p> <p>A copy of Grievance Procedure relating to this employment are available in the Staff Handbook on our website at: <a href="http://www.bendigonursinghome.co.uk/resources">www.bendigonursinghome.co.uk/resources</a></p>
40	<b>WHISTLE BLOWING POLICY</b>	<p>The Employer has a whistleblowing policy and procedure and it is or should occur when <i>a person reports a wrong doing in the 'public interest'</i>. Officially this is called <i>'making a disclosure in the public interest'</i> such as things that a person may think are illegal, or if somebody is neglecting their duty of care to vulnerable people, or somebody's health and safety are in danger.</p> <p><i>Employees should distinguish between having personal grievances with for example the Employer and related to employment, and concerns that are in the public interest.</i></p> <p>A copy of Whistleblowing Policy and Procedure relating to this employment are detailed in the Staff Handbook that you have been issued with.</p>
41	<b>DATA PROTECTION (GDPR) and CYBER SECURITY</b>	<p>The General Data Protection Regulation (GDPR) regulate our use of your personal data. As an employer it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.</p> <p>We will process data in line with our privacy notices in relation to both job applicants and employees.</p> <p>You have rights in relation to your data. More information about these rights is available in our GDPR Policy and Procedure on our website at: <a href="http://www.bendigonursinghome.co.uk/resources">www.bendigonursinghome.co.uk/resources</a> We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.</p> <p>We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.</p> <p>You are required to comply with all company policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.</p> <p>You agree to act in accordance with data protection legislation, including the Data Protection Act 2018, the General Data Protection Regulation and any other data protection legislation in force at all times ("Data Protection Legislation") during your employment and to comply with any policy introduced by the Company in order to comply with it, including any policy on the transfer of data outside the UK.</p> <p>The Company will process personal data about you in accordance with and to the extent permitted by Data Protection Legislation in order for the Company to perform its obligations under this contract, for example paying your salary, or to pursue its legitimate interests. Personal data relating to you may be kept electronically or in hard copy format.</p>

41	<p style="text-align: center;"><b>DATA PROTECTION (GDPR) and CYBER SECURITY</b> <i>(cont.)</i></p>	<p>Your personal data may be disclosed or transferred:</p> <ul style="list-style-type: none"> <li>i) to other employees of the Company;</li> <li>ii) to other persons as may be reasonably necessary for the purposes of or in connection with your employment or the business of the Company; or</li> <li>iii) as otherwise required or permitted by law.</li> </ul> <p>You agree that the Company may process special categories of personal data relating to you, in connection with your employment or the activities of the Company. The Company envisages the need to process sensitive personal data / special categories of personal data for the following purposes:</p> <ul style="list-style-type: none"> <li>i. data relating to your racial or ethnic origin, disability, sexual orientation, religion and age may be processed for the purposes of equal opportunities monitoring;</li> <li>ii. data relating to your trade union membership may be processed to enable deduction of subscriptions from the payroll;</li> <li>iii. your medical records, self-certification forms and similar information may need to be processed for administering sick pay; the provision of healthcare; the facilitation of adaptations in the workplace; the processing of claims under any pension or permanent health schemes or other similar schemes to which you may be entitled (whether pursuant to this contract or otherwise); general welfare; and monitoring attendance and capability.</li> </ul> <p>The Company may need to process information regarding criminal convictions or alleged offences in connection with any disciplinary or regulatory investigation.</p> <p>In this clause the expressions “personal data” and "special categories of personal data” have the same meanings as those expressions bear in the Data Protection Legislation.</p>						
42	<p style="text-align: center;"><b>SMOKING / VAPING POLICY</b></p>	<p>Employees are allowed to smoke / vape during designated break times and in the designated areas only, which is outside the building such as in the garden or veranda. Abuse of these rules is against the law and your employment will be terminated immediately.</p>						
43	<p style="text-align: center;"><b>VARIATION OF CONTRACT</b></p>	<p>The Employer may amend or vary these terms of employment from time to time and shall notify employees of such amendments or variations by:</p> <table border="1" data-bbox="437 1440 1517 1749"> <tr> <td data-bbox="437 1440 496 1541">a)</td> <td data-bbox="496 1440 1517 1541">Discussing the amendments or variations during staff meeting if the change(s) is / are minor</td> </tr> <tr> <td data-bbox="437 1541 496 1608">b)</td> <td data-bbox="496 1541 1517 1608">Notifying employees in writing if the change(s) is / are more substantial</td> </tr> <tr> <td data-bbox="437 1608 496 1749">c)</td> <td data-bbox="496 1608 1517 1749">Issuing employees with a new version of the contract if the change(s) is / are more fundamental and /or that is / are related to new government legislation, and / or is / are effecting employees in an essential way</td> </tr> </table>	a)	Discussing the amendments or variations during staff meeting if the change(s) is / are minor	b)	Notifying employees in writing if the change(s) is / are more substantial	c)	Issuing employees with a new version of the contract if the change(s) is / are more fundamental and /or that is / are related to new government legislation, and / or is / are effecting employees in an essential way
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c)	Issuing employees with a new version of the contract if the change(s) is / are more fundamental and /or that is / are related to new government legislation, and / or is / are effecting employees in an essential way							
44	<p style="text-align: center;"><b>THIRD PARTY RIGHTS</b></p>	<p>Nothing in this Agreement confers on any third party any benefits under the provisions of the Contracts (Rights of Third Parties) Act 1999.</p>						

45	<b>THE LAW</b>	<i>These terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England.</i>		
46	<b>ACCEPTANCE OF THE TERMS AND CONDITIONS OF EMPLOYMENT</b>	<p>I confirm that I have read and understood the above Terms and Conditions of Employment. I accept the employment on the terms stated above, this contract being in substitution for any previous contracts (whether oral or written) and understandings, if any, with the Employer.</p> <p>As this post is exempt from the provision of Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975, I hereby undertake to advise my Employer of any criminal offence which I may be convicted of during my employment with them.</p>		
		<b>Signature of Employee</b>		<b>Date</b>
		<b>Full name of Employee</b>		
		<b>Signed on behalf of Kindcare (UK) Ltd</b>		
		<b>Name of Signatory</b>	Mariana Philipova	<b>Date</b>
<b>Position</b>	Registered Manager			