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## TERMS OF ENGAGEMENT FOR CARE ASSISTANTS

### 1. DEFINITIONS

1.1. In these Terms of Engagement the following definitions apply:

- “Agreed Deductions”** means any deductions the Care Assistant has agreed can be made from their pay;
- “Assignment”** means the period during which the Care Assistant is supplied by the Employment Business to provide services to the Client;
- “Assignment Details”** means the information given to the Care Assistant concerning work Assignments;
- “Care Assistant”** means the person named at the end of this agreement, supplied by the Employment Business to provide services to the Client;
- “Client”** means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Care Assistant is supplied or introduced;
- “Conduct Regulations”** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);
- “Confidential Information”** shall mean any and all confidential personal, medical, commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or Employment Business or their business or affairs (including but not limited to this Agreement, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, the Care Assistant or any third party in relation to the Assignment by the Client or the Employment Business or by a third party on behalf of the Client whether before or after the date of this Agreement together with any reproductions of such information in any form or medium or any part(s) of such information;
- “Employment Business”** means The Lilies Ltd (Registered Company No. 08397184) of Block A, Liverpool Business Centre, Speke, Liverpool, Merseyside, L24 9HJ.
- “Engagement”** means the engagement, employment or use of the Care Assistant by the Client or by any third party to whom the Care Assistant has been introduced by the Client on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; or through any other employment business; or through a limited company of which the Care Assistant is an officer, employee or other representative; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;

The Lilies Limited.  
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Liverpool Business Centre, Speke, Liverpool, Merseyside, L24 9HJ.  
Registered with the Care Quality Commission

[www.lilieshealthcare.co.uk](http://www.lilieshealthcare.co.uk)

<b>“Leave Year”</b>	means the period during which the Care Assistant accrues and may take statutory leave commencing on the date that the Care Assistant starts an Assignment or a series of Assignments
<b>“Period of Extended Hire”</b>	means any additional period that the Client wishes the Care Assistant to be supplied for beyond the duration of the original Assignment or series of assignments as an alternative to paying a Transfer Fee;
<b>“Relevant Period”</b>	means (a) the period of 8 weeks commencing on the day after the <u>last</u> day on which the Care Assistant worked for the Client having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the <u>first</u> day on which the Care Assistant worked for the Client having been supplied by Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;
<b>“Transfer Fee”</b>	means the fee payable by the Client to the Employment Business if the Client wishes to Engage the Care Assistant, as permitted by Regulation 10 of the Conduct Regulations;
<b>“Type of Work”</b>	means work as a Health Care Assistant, providing personal care and support; and
<b>“Working Time Regulations”</b>	means the Working Time Regulations 1998 (as amended).
<b>“Working Week”</b>	means an average of 48 hours each week calculated over a 17 week reference period.

- 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.

## 2. THE CONTRACT

- 2.1. These Terms together with any applicable Assignment Details (**“Terms”**) constitute the entire agreement between the Employment Business and the Care Assistant for the supply of services to the Client and they shall govern all Assignments undertaken by the Care Assistant. However, no contract shall exist between the Employment Business and the Care Assistant between Assignments. These Terms shall prevail over any other terms put forward by the Care Assistant.
- 2.2. During an Assignment the Care Assistant will be engaged on a contract for services by the Employment Business on these Terms. For the avoidance of doubt, the Care Assistant is not an employee of the Employment Business although the Employment Business is required to make statutory deductions from the Care Assistant’s pay. These Terms shall not give rise to a contract of employment between the Employment Business and the Care Assistant, or the Care Assistant and the Client. The Care Assistant is supplied as a worker, and is entitled to certain statutory rights as such, but nothing in these Terms shall be construed as giving the Care Assistant rights in addition to those provided by statute except where expressly stated.
- 2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Care Assistant and set out in writing and a copy of the varied terms is given to the Care Assistant stating the date on or after which such varied terms shall apply.
- 2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the Care Assistant for Assignments with its Clients.

## 3. ASSIGNMENTS AND INFORMATION TO BE PROVIDED

- 3.1. The Employment Business will endeavour to obtain suitable Assignments for the Care Assistant performing the agreed Type of Work. The Care Assistant shall not be obliged to accept any Assignment offered by the Employment Business.

- 3.2. The Care Assistant acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:
  - 3.2.1. the suitability of the work to be offered shall be determined solely by the Employment Business; and
  - 3.2.2. the Employment Business shall incur no liability to the Care Assistant should it fail to offer Assignments of the Type of Work or any other work.
- 3.3. At the same time as an Assignment is offered to the Care Assistant the Employment Business shall provide the Care Assistant with the Assignment Details setting out the following:
  - 3.3.1. the identity of the Client, and if applicable the nature of their business;
  - 3.3.2. the date the Assignment is to commence and the duration or likely duration of Assignment;
  - 3.3.3. the Type of Work, location and hours during which the Care Assistant would be required to work;
  - 3.3.4. the Actual Rate of Pay that will be paid and any expenses payable by or to the Care Assistant;
  - 3.3.5. any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks;
  - 3.3.6. what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment; and
  - 3.3.7. the intervals of payment.
- 3.4. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following save where:
  - 3.4.1. the Care Assistant is being offered an Assignment in the same position as one in which the Care Assistant has previously been supplied within the previous 5 business days and such information has already been given to the Care Assistant; or
  - 3.4.2. subject to clause 3.5, the Assignment is intended to last for 5 consecutive working days or less and such information has previously been given to the Care Assistant before and remains unchanged, the Employment Business needs only to provide confirmation of the identity of the Client and the likely duration of the Assignment.
- 3.5. Where the provisions of clause 3.4.2 are met but the Assignment extends beyond the intended 5 consecutive working day period, the Employment Business shall provide such information set out in clause 3.3 to the Care Assistant within 8 days of the start of the Assignment.
- 3.6. For the purpose of calculating the average number of weekly hours worked by the Care Assistant on an Assignment for the purposes of the Working Time Regulations, the start date for the relevant averaging period shall be the date on which the Care Assistant commences the first Assignment.
- 3.7. If, before or during an Assignment or during the Relevant Period, the Client wishes to Engage the Care Assistant directly, through another employment business or third party, the Care Assistant acknowledges that the Employment Business will be entitled either to charge the Client a Transfer Fee or to agree a Period of Extended Hire with the Client at the end of which the Care Assistant may be Engaged directly by the Client, through another employment business or third party without further charge to the Client. In addition the Employment Business will be entitled to charge a Transfer Fee to the Client if the Client introduces the Care Assistant to a third party who subsequently Engages the Care Assistant within the Relevant Period.

#### **4. CARE ASSISTANT'S OBLIGATIONS**

- 4.1. The Care Assistant is not obliged to accept any Assignment offered by the Employment Business but if s/he does so, during every Assignment and afterwards where appropriate, s/he will:
  - 4.1.1. adhere to the Skills for Care and Skills for Health Code of Conduct for Healthcare Support Workers and Adult Social Care Workers in England printed at the end of this agreement at all times.
  - 4.1.2. co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any authorised person acting on behalf of the Client;
  - 4.1.3. observe any relevant rules and regulations (including normal hours of work) to which attention has been drawn or which the Care Assistant might reasonably be expected to ascertain;
  - 4.1.4. take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
  - 4.1.5. not engage in any conduct detrimental to the interests of the Client;
  - 4.1.6. not at any time divulge to any person, nor use for his or her own or any other person's benefit, any Confidential Information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances;

- 4.1.7. on completion of the Assignment or at any time when requested by the Client or the Employment Business, return to the Client or where appropriate, to the Employment Business, any Client property or items provided to the Care Assistant in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.
- 4.2. If the Care Assistant is unable for any reason to attend work during the course of an Assignment s/he should inform the Employment Business without delay and at least 2 hours before the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Care Assistant should alternatively inform the Client and then the Employment Business as soon as possible.
- 4.3. If, either before or during the course of an Assignment, the Care Assistant becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.
- 4.4. The Care Assistant acknowledges that any breach of his/her obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Care Assistant.

## **5. TIMESHEETS**

- 5.1. At the end of each shift or visit the Care Assistant must get his/her timesheet or visit schedule signed by the Client to authenticate the time worked and at the end of each week of an Assignment the Care Assistant shall deliver to the Employment Business a timesheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by the Client or their authorised representative.
- 5.2. Subject to clause 5.3 the Employment Business shall pay the Care Assistant for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.
- 5.3. Where the Care Assistant fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Care Assistant and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Care Assistant. The Employment Business shall make no payment to the Care Assistant for hours not worked.
- 5.4. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Care Assistant's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the Care Assistant's working time for these purposes.

## **6. REMUNERATION**

- 6.1. The Employment Business shall pay to the Care Assistant remuneration calculated at a minimum hourly rate of £6.70. The actual rate will be in accordance with the 'Schedule of Pay for Care Assistants' for each hour worked during an assignment to be paid weekly in arrears, subject to deductions in respect of Class 1 National Insurance Contributions and PAYE Income Tax pursuant to S134 of the Income and Corporation Taxes Act 1988 and any other deductions which the Employment Business may be required by law to make and any agreed deductions.
- 6.2. Subject to any statutory entitlement under the relevant legislation referred to in clauses 7 and 8 below and any other statutory entitlement, the Care Assistant is not entitled to receive payment from the Employment Business or the Client for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

## 7. STATUTORY ANNUAL LEAVE

- 7.1. The Care Assistant is entitled to paid annual leave according to the statutory minimum as provided by the Working Time Regulations from time to time. The current statutory entitlement to paid annual leave is 5.6 weeks. Payment in respect of entitlement to paid annual leave shall be weekly in addition to the Care Assistants hourly rate of pay.
- 7.2. If the statutory minimum entitlement is subsequently decreased or increased then the Care Assistant's entitlement to paid annual leave under this clause will be automatically decreased or increased to the statutory minimum as it applies to any period in which work is carried out.
- 7.3. Entitlement to payment for leave accrues in proportion to the amount of time worked by the Care Assistant on Assignment during the Leave Year.
- 7.4. All entitlement to leave must be taken during the course of the Leave Year in which it accrues and none may be carried forward to the next year. The Care Assistant is responsible for ensuring that all paid annual leave is requested and taken within the Leave Year.
- 7.5. Where a Care Assistant wishes to take leave during the course of an Assignment s/he should notify the Employment Business of the requested dates s/he wishes to take giving at least 2 weeks notice. In certain circumstances the Employment Business may require the Care Assistant to take annual leave at specific times or notify the Care Assistant of periods when annual leave cannot be taken. Where the Care Assistant has given notice of a request to take annual leave in accordance with this clause, the Employment Business may give counter-notice to the Care Assistant to postpone or reduce the amount of leave that the Care Assistant wishes to take. In such circumstances the Employment Business will inform the Care Assistant giving at least the same length of notice as the period of leave that it wishes to postpone or reduce it by.
- 7.6. The amount of payment which the Care Assistant will receive in respect of annual leave will be calculated in accordance with and paid in proportion to the number of hours which the Care Assistant has worked on Assignment.
- 7.7. In the course of any Assignment during the first Leave Year, the Care Assistant is entitled to request leave at the rate of one-twelfth of the Care Assistant's total holiday entitlement in each month of the leave year.
- 7.8. Where a Bank Holiday or other Public Holiday falls during an Assignment and the Care Assistant does not work on that day, that day shall count as part of the Care Assistant's annual leave.

## 8. SICKNESS ABSENCE

- 8.1. The Care Assistant may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 8.2. The Care Assistant is required to provide the Employment Business with evidence of incapacity to work which may be by way of a self-certificate for the first 7 days of incapacity and a doctor's certificate thereafter.
- 8.3. For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an Assignment and that qualifying day shall be the Wednesday in every week.
- 8.4. In the event that the Care Assistant submits a Statement of Fitness for Work ("**the Statement**") or similar medical evidence, which indicates that the Care Assistant may, subject to certain conditions, be fit to work/return to work, the Employment Business will in its absolute discretion determine whether the Care Assistant will be (a) placed in a new Assignment or (b) permitted to continue in an ongoing Assignment. In making such determination the Employment Business may consult with the Client and the Care Assistant as appropriate to assess whether the conditions identified in the Statement or similar documentation can be satisfied for the duration of the Assignment.
- 8.5. Where clause 8.4 applies, the Care Assistant's placement in a new Assignment or continuation in an ongoing Assignment may be subject to the Care Assistant agreeing to a variation of the Terms or the assignment details to accommodate any conditions identified in the Statement or other similar medical evidence as is appropriate.

## **9. TERMINATION**

- 9.1. Any of the Employment Business, the Care Assistant or the Client may terminate the Care Assistant's Assignment at any time without prior notice or liability.
- 9.2. The Care Assistant acknowledges that the continuation of an Assignment is subject to and conditioned by 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 without liability to the Care Assistant (save for payment for hours worked by the Care Assistant up to the date of termination of the Assignment).
- 9.3. If the Care Assistant does not inform the Client or the Employment Business that they are unable to attend work during the course of an Assignment (as required in clause 4.2) this will be treated as termination of the Assignment by the Care Assistant in accordance with clause 9.1, unless the Care Assistant can show that exceptional circumstances prevented him or her from complying with clause 4.2.
- 9.4. If the Care Assistant is absent during the course of an Assignment and the Assignment has not been otherwise terminated under clauses 9.1 or 9.3 above the Employment Business will be entitled to terminate the Assignment in accordance with clause 9.1 if the work to which the Care Assistant was assigned is no longer available.
- 9.5. If the Care Assistant does not report to the Employment Business to notify his/her availability for work for a period of 3 weeks, the Employment Business may forward his/her P45 to his/her last known address.

## ***10. INTELLECTUAL PROPERTY RIGHTS***

The Care Assistant acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by him/her for the Client during the Assignment shall belong to the Client. Accordingly the Care Assistant shall execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

## ***11. CONFIDENTIALITY***

- 11.1. In order to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Care Assistant agrees as follows:
  - 11.1.1. not at any time, whether during or after an Assignment (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any Confidential Information or any of the trade secrets of the Client or the Employment Business with the exception of information already in the public domain;
  - 11.1.2. to deliver up to the Client or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in his/her possession including documents and other materials created by him/her during the course of the Assignment; and
  - 11.1.3. not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.

## **12. SEVERABILITY**

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

## **13. OPT-OUT OF 48 HOUR WORKING WEEK**

- 13.1. The Working Time Regulations 1998 provide that the Care Assistant shall not work on an Assignment with the Client in excess of the Working Week unless she agrees in writing that this limit should not apply.
- 13.2. The Care Assistant hereby agrees that the Working Week limit shall not apply to any Assignments.

- 13.3. The Care Assistant may end this Agreement by giving the Employment Business 14 days notice in writing.
- 13.4. For the avoidance of doubt, any notice bringing this Agreement to an end shall not be construed as termination by the Care Assistant of an Assignment with a Client.
- 13.5. Upon the expiry of the notice period set out in clause 13.3 the Working Week limit shall apply with immediate effect.

## 14. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered in person or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by facsimile transmission, when that facsimile is sent.

## 15. GOVERNING LAW AND JURISDICTION

These Terms are governed by the law of *England & Wales* and are subject to the exclusive jurisdiction of the Courts of *England & Wales*

\_\_\_\_\_  
Care Assistants Name

\_\_\_\_\_  
Care Assistants Signature

Date: \_\_\_\_\_

### **CODE OF CONDUCT FOR HEALTHCARE SUPPORT WORKERS AND ADULT SOCIAL CARE WORKERS IN ENGLAND**

As a Healthcare Support Worker or an Adult Social Care Worker, you make a valuable and important contribution to the delivery of high quality healthcare, care and support.

Following the guidance set out in this Code of Conduct will give you the reassurance that you are providing safe and compassionate care of a high standard, and the confidence to challenge others who are not. This Code will also tell the public and people who use health and care services exactly what they should expect from Healthcare Support Workers and Adult Social Care Workers in England.

#### **As a Healthcare Support Worker or Adult Social Care Worker in England, you must:**

- Be accountable by making sure you can answer for your actions or omissions
- Promote and uphold the privacy, dignity, rights, health and wellbeing of people who use health and care services and their carers at all times
- Work in collaboration with your colleagues to ensure the delivery of high quality, safe and compassionate healthcare, care and support
- Communicate in an open and effective way to promote the health, safety and wellbeing of people who use health and care services and their carers
- Respect people's right to confidentiality
- Strive to improve the quality of healthcare, care and support through continuing professional development
- Uphold and promote equality, diversity and inclusion

#### **1 Be accountable by making sure you can answer for your actions or omissions**

- 1.1 Be honest with yourself and others about what you can do, recognise your abilities and the limitations of your competence and only carry out or delegate those tasks agreed in your job description and for which you are competent.
- 1.2 Always behave and present yourself in a way that does not call into question your suitability to work in a health and social care environment.

- 1.3 Be able to justify and be accountable for your actions or your omissions – what you fail to do.
- 1.4 Always ask your supervisor or employer for guidance if you do not feel able or adequately prepared to carry out any aspect of your work, or if you are unsure how to effectively deliver a task.
- 1.5 Tell your supervisor or employer about any issues that might affect your ability to do your job competently and safely. If you do not feel competent to carry out an activity, you must report this.
- 1.6 Establish and maintain clear and appropriate professional boundaries in your relationships with people who use health and care services, carers and colleagues at all times.
- 1.7 Never accept any offers of loans, gifts, benefits or hospitality from anyone you are supporting or anyone close to them which may be seen to compromise your position.
- 1.8 Comply with your employers' agreed ways of working.
- 1.9 Report any actions or omissions by yourself or colleagues that you feel may compromise the safety or care of people who use health and care services and, if necessary use whistleblowing procedures to report any suspected wrongdoing.

**2 and Promote and uphold the privacy, dignity, rights, health and wellbeing of people who use health and care services and their carers at all times**

- 2.1 Always act in the best interests of people who use health and care services.
- 2.2 Always treat people with respect and compassion.
- 2.3 Put the needs, goals and aspirations of people who use health and care services first, helping them to be in control and to choose the healthcare, care and support they receive.
- 2.4 Promote people's independence and ability to self-care, assisting those who use health and care services to exercise their rights and make informed choices.
- 2.5 Always gain valid consent before providing healthcare, care and support. You must also respect a person's right to refuse to receive healthcare, care and support if they are capable of doing so.
- 2.6 Always maintain the privacy and dignity of people who use health and care services, their carers and others.
- 2.7 Be alert to any changes that could affect a person's needs or progress and report your observations in line with your employer's agreed ways of working.
- 2.8 Always make sure that your actions or omissions do not harm an individual's health or wellbeing. You must never abuse, neglect, harm or exploit those who use health and care services, their carers or your colleagues.
- 2.9 Challenge and report dangerous, abusive, discriminatory or exploitative behaviour or practice.
- 2.10 Always take comments and complaints seriously, respond to them in line with agreed ways of working and inform a senior member of staff.

**3 and Work in collaboration with your colleagues to ensure the delivery of high quality, safe and compassionate healthcare, care and support**

- 3.1. Understand and value your contribution and the vital part you play in your team.
- 3.2. Recognise and respect the roles and expertise of your colleagues both in the team and from other agencies and disciplines, and work in partnership with them.
- 3.3. Work openly and co-operatively with colleagues including those from other disciplines and agencies, and treat them with respect.
- 3.4. Work openly and co-operatively with people who use health and care services and their families or carers and treat them with respect.
- 3.5. Honour your work commitments, agreements and arrangements and be reliable, dependable and trustworthy.
- 3.6. Actively encourage the delivery of high quality healthcare, care and support.

**4 and Communicate in an open and effective way to promote the health, safety and wellbeing of people who use health care services and their carers**

- 4.1. Communicate respectfully with people who use health and care services and their carers in an open, accurate, effective, straightforward and confidential way.
- 4.2. Communicate effectively and consult with your colleagues as appropriate.



- 4.3. Always explain and discuss the care, support or procedure you intend to carry out with the person and only continue if they give valid consent.
- 4.4. Maintain clear and accurate records of the healthcare, care and support you provide. Immediately report to a senior member of staff any changes or concerns you have about a person's condition.
- 4.5. Recognise both the extent and the limits of your role, knowledge and competence when communicating with people who use health and care services, carers and colleagues.

## **5 Respect people's right to confidentiality**

- 5.1 Treat all information about people who use health and care services and their carers as confidential.
- 5.2. Only discuss or disclose information about people who use health and care services and their carers in accordance with legislation and agreed ways of working.
- 5.3. Always seek guidance from a senior member of staff regarding any information or issues that you are concerned about.
- 5.4. Always discuss issues of disclosure with a senior member of staff.

## **6 Strive to improve the quality of healthcare, care and support through continuing professional development**

- 6.1. Ensure up to date compliance with all statutory and mandatory training, in agreement with your supervisor.
- 6.2. Participate in continuing professional development to achieve the competence required for your role.
- 6.3. Carry out competence-based training and education in line with your agreed ways of working.
- 6.4. Improve the quality and safety of the care you provide with the help of your supervisor (and a mentor if available), and in line with your agreed ways of working.
- 6.5. Maintain an up-to-date record of your training and development.
- 6.6. Contribute to the learning and development of others as appropriate.

## **7 Uphold and promote equality, diversity and inclusion**

- 7.1 Respect the individuality and diversity of the people who use health and care services, their carers and your colleagues.
- 7.2. Not discriminate or condone discrimination against people who use health and care services, their carers or your colleagues.
- 7.3. Promote equal opportunities and inclusion for the people who use health and care services and their carers.
- 7.4. Report any concerns regarding equality, diversity and inclusion to a senior member of staff as soon as possible.