



# **AHCS HANDBOOK**

**For Management Board Directors,  
Regulation Board members,  
and all Workers who are not employees**

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# Academy for Healthcare Science

## Contents

Introduction .....	2
Joining Our Organisation .....	2
Administration.....	3
Contractor’s Obligations .....	3
Code of Conduct .....	6
AHCS Computer Equipment.....	7
Using your own computer equipment .....	8
Standards .....	9
Health, Safety, Welfare and Hygiene.....	9
General Terms and Procedures.....	10
Pandemic Policy.....	12
Anti-Bribery Policy.....	14
Whistle-blowers .....	14
Personal Harassment Policy and Procedure.....	15
Equality, Inclusion and Diversity Policy .....	16
Termination of Contractual Period.....	17

## Introduction

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This Handbook is designed both to introduce you to our organisation and to be of continuing use during your Contractual Period.

We ask that you study carefully the contents of this Handbook as, in addition to setting out our rules and regulations, it also contains information on some of the main policies and procedures relating to your Contractual Period. If you require any clarification or additional information, please refer to this Handbook.

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in the course of your Contractual Period or in your dealings with our applicants, suppliers, contract workers, members of the public or with fellow non-employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

General amendments to the Handbook will be issued from time to time.

## Joining Our Organisation

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### **Mobility**

Although you are usually home based, it is a condition of your Contractual Period that you are prepared, whenever applicable, to travel and attend meetings, if requested.

### **Disclosure & Barring Certificates**

Your initial Contractual Period is conditional upon the provision of a current (dated within the last 3 years) and satisfactory Disclosure and Barring Certificate (DBS), or equivalent, of a level appropriate to your post. You may be required to undertake subsequent criminal record checks from time to time during your Contractual Period as deemed appropriate by AHCS. In the event that such certificates are not supplied within one month of AHCS requesting a DBS Certificate, your Contractual Period with us will be terminated.

Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on to you, why we hold it and the lawful basis that applies in the [Privacy Notice for Contractors and Workers](#) .

### **Convictions and offences**

During your Contractual Period, you are required to immediately report to AHCS any convictions or offences with which you are charged, including traffic offences. Data collected about criminal convictions will be processed in line with the Data Protection Act. You may read more about the data we hold on to you, why we hold it and the lawful basis that applies in the [Privacy Notice for Contractors and Workers](#) .

## **Administration**

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### **Invoicing**

Payments are made on submission of an invoice for the work completed that month. Such invoice should bear the Contractor's name, company registration number, Unique Tax Reference (UTR) number, VAT number if applicable. Any VAT due should be shown on the invoice. Invoices must be received by AHCS no later than the end of the month.

The Contractor will receive payment from AHCS for an Assignment, plus VAT where appropriate.

The invoice must be supported by evidence of work completed that month, ie by a submitting a spreadsheet detailing all work completed.

AHCS shall not be obliged to pay any fees to the Contractor unless invoice and supporting evidence have been properly submitted by the Contractor in accordance with these terms.

The Contractor shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its employees, officers, or delegate(s) any Assignment.

All payments will be made directly to the Contractor.

### **Expenses**

If, as part of your work with AHCS, you are required to attend meetings away from your home base or incur other expenses previously agreed, you can claim the expenses in accordance with the AHCS Expense Policy. In accordance with HMRC legislation, expenses must be claimed by including them in your monthly invoice, and submitting supporting receipts.

## **Contractor's Obligations**

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### **Processing Data**

The Contractor will only process Data for the purpose of providing the Service and not for any other reason unless specifically requested by AHCS. The Contractor will at all times process



Data in accordance with the legislation and will not contravene any statute, regulation or generally accepted code of good practice in providing the Services to AHCS.

The Contractor will keep the Data confidential, and ensure that appropriate technical or organisational measures are in place to protect against the unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

The Contractor will maintain complete and accurate records to enable AHCS to satisfy itself of the Contractor's compliance with paragraph 2.2 above.

If an AHCS laptop is provided, data must only be processed using that device, and in accordance with AHCS's IT policies notified by AHCS to the Contractor, from time to time. Data must not be printed or transferred to the Contractor's personal devices.

Data must not be sent by electronic mail without first obtaining prior written approval from AHCS.

The Contractor will not allow any third-party access to, or use of, the Data without prior written consent of AHCS. However, if the Contractor appoints any third party, or any other agent, contractor, to which Data will be disclosed to enable the third party to perform its appointment in relation to the relevant Data Subject(s), the third party shall be bound (in advance) by equivalent written terms (also directly enforceable by AHCS) to the terms set out in this Schedule, and/or terms as advised by AHCS from time to time. The Contractor shall not appoint any sub-processor of data otherwise.

The Contractor will not allow third parties to use or process Data outside of the European Economic Area without the prior written consent of AHCS.

The Contractor will co-operate as far as is reasonable with AHCS in complying with any subject access request and/or responding to any enquiry made, or investigation or assessment of processing initiated by the Information Commissioner in respect of Data. The Contractor will immediately notify AHCS if any individual asks for access to Data, or if contacted by the Information Commissioners Office in relation to the Data.

The Contractor will comply with AHCS's Data Protection policies in all respects, including provisions relating to data retention.

The Contractor will at all times comply with any instruction given by AHCS regarding Data, including in relation to Data Subject rights on erasure, restriction etc.

The Contractor will notify AHCS without delay upon discovery of a Data breach and will comply with all reasonable requests from AHCS with regard to investigation and other actions to be taken as a result of the discovery.

The Contractor will not use for his own advantage of any third party, or disclose to any third party, any Data which comes into his possession as Contractor unless this is necessary for the purpose for which the Contractor has been provided the Data in their capacity as Contractor. The Contractor is not restricted from disclosing to a Court or other body having similar authority or pursuant to Government or other regulations (if any) any Data which the Contractor is compelled to disclose to such a body.

### **Law**

These terms are governed by the law of England, Scotland & Wales and are subject to the exclusive jurisdiction of the Courts of England, Scotland & Wales.

### **Right of Search**

Although we do not have the contractual right to carry out searches of non-employees and their property (including vehicles), we would ask all non-employees to assist us in this matter should we feel that such a search is necessary.

Where practicable, searches will be carried out in the presence of a colleague of your choice who is available at the time of the search. This will also apply at the time that any further questioning takes place.

We reserve the right to call in the Police at any stage.

### **Security Guidelines**

Paper documents containing Data must be kept in a secure location when not in use.

Paper documents that are no longer required for the genuine needs of the Contractor should be destroyed securely (especially paper documents with special categories of Personal Data), preferably by way of shredding before disposal.

Discretion must be exercised where Data is processed. Access to any area holding Data or where it is being processed or in view must be restricted. Equipment used such as computers shall be located so screens and/or other means of viewing Data are kept away from areas of public view, such as windows.

On termination of the Contract, all Data must be returned to AHCS (whether in whole or part) unless instructed otherwise by AHCS and documents or other media (including external memory devices) containing Data returned to Fiona Florentino.

The Contractor agrees to indemnify AHCS in respect of all and any loss, damage, liability, costs and/or expenses suffered by AHCS from any direct or indirect breach or negligent performance or failure in performance by the Contractor of the terms of this Annex.

### **AHCS Property and Copyright**

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your Contractual Period with us, is the property of AHCS and, where appropriate, our copyright. At the time of termination of your Contractual Period with us, or at any other time upon demand, you shall return to us any such material in your possession.

### **Statements to the media**

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by the AHCS Board of Directors.

## **Code of Conduct**

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At AHCS we are committed to doing the right thing in all aspects of our business. This requires that every day everyone working for us needs to have an unwavering dedication to the highest ethical standards. It is fundamental that every worker carries a share of the responsibility for our conduct and contributes to our success.

Our culture is built on four key values. These shape our behaviour towards customers and towards one another. Together, they drive our organisation forward. The values are:

### **a. Integrity**

We demand of each other and ourselves the highest standards of individual and corporate integrity. We do the right thing, because it is the right thing to do. It is every worker's responsibility to safeguard organisation assets and foster an environment of trust with our employees, contractors, workers, stakeholders and suppliers. You should always comply with all AHCS organisation policies, meet legal requirements, and create an environment of transparency in which all reporting requirements are met.

### **b. Excellence**

We routinely challenge ourselves to improve our products, services and processes. We strive always to understand our customers' businesses and help them achieve their goals. We serve our customers by anticipating and responding to their needs. We are dedicated to diversity, fair treatment, mutual respect and trust. We are committed to producing products and serving our customers with zero harm to people and the environment.

### **c. Teamwork**

We foster an environment that encourages innovation and creativity and delivers results through collaboration. We practice leadership that teaches, inspires and promotes full

participation and career development. We encourage open and effective communications and interaction with all workers and stakeholders, actively working together to keep each other safe and in good health. We believe that none of us is as capable or effective as all of us – and together, there’s no limit to what we can achieve.

#### **d. Accountability**

We honour the commitments we make and take personal responsibility for all actions and results. Our actions match our words, and we demand responsibility – from ourselves and others – in everything we do. We operate on the basis that continuous improvement is an integral part of our culture.

Regardless of our position within the organisation, we share equal accountability for:

- Conducting business with integrity, preserving our strong reputation and expanding our position in the marketplace.
- Fostering an inclusive culture in which we all feel respected and have the opportunity to reach our full potential.
- Providing a healthy and safe work environment and complying with applicable environmental laws and regulations wherever we operate around the world contributing to the sustainability of the communities in which we live and work.

## **AHCS Computer Equipment**

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If AHCS has provided you with a laptop for the duration of the Contractual Period, the following must be observed:

#### **GDPR Training**

All Contractors must undergo GDPR and IT training within 1 month of their start date, and on an annual basis thereafter, if appropriate.

#### **Virus Protection Procedures**

In order to prevent the introduction of virus contamination into the software system, the following must be observed:

- a) no unauthorised download of any software including public domain software, USBs, external hard drives, CDs, additional programmes or internet downloads, and;
- b) any new software required must be virus checked by the AHCS IT Lead using standard testing procedures before being used.



c) you must allow the AHCS IT Lead access to the laptop when requested to carry out monthly security checks

#### **Use of Computer Equipment**

In order to control the use of AHCS's computer equipment and reduce the risk of contamination the following will apply:

a) only the Contractor should have access to AHCS's computer equipment.

b) only authorised software may be used on any of AHCS's computer equipment.

c) only software that is used for business applications may be used.

d) unauthorised access of AHCS's computer equipment will result in the Contractor's contract being terminated ; and

e) unauthorised copying and/or removal of computer equipment/software or data will result in action being taken against the Contractor.

#### **Use of Social Networking Sites**

a) The AHCS computer equipment must not be used for your own personal social networking

b) Any work-related issues or material that could identify an individual who is an applicant or work colleague, which could adversely affect AHCS, an applicant or our relationship with any applicant must not be placed on your private social network accounts.

c) Any social networking posts expressing your own views must not be linked to AHCS in any way

## **Using your own computer equipment**

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Use by a Contractor of their own personal device when working for the AHCS must be explicitly agreed in writing by the CEO and notified to the IT Lead. The following must be followed:

a) All Contractors must undergo GDPR and IT training within 1 month of their start date, and on an annual basis thereafter, if appropriate.

b) The Contractor must take appropriate measures to prevent unauthorised or unlawful processing, accessing, sharing or downloading of AHCS data and against accidental loss or destruction of, or damage to, that data.

- c) The Contractor must take appropriate measures to protect against their device from being lost or stolen. Such measures can include controlling access to the data or device using a password or PIN or encrypting the data.
- d) AHCS data must not be accessed or processed for a purpose different from that for which the Contractor is contracted to use it.
- e) AHCS data being processed via a personal device might be stored in one, or a combination, of the following locations:
  - On the device
  - On a server/system owned by AHCS
  - On a server/system owned by another company
  - within the organisation's IT network; or
  - In a private, community or public cloud.

## Standards

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### **Wastage**

AHCS maintains a policy of "minimum waste" which is essential to the cost-effective and efficient running of our organisation.

The following provision is an express written term of your contract for whole Contractual Period:

- a) any damage to AHCS property that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement; and
- b) any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.
- c) do not print papers for meetings, but instead access them virtually via your computer

## Health, Safety, Welfare and Hygiene

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### **Safety**

You should make yourself familiar with the health and safety requirements below, and your own health and safety duties and responsibilities.

You must not take any action that could threaten the health or safety of yourself, other non-employees, applicants or members of the public.

### **Alcohol and Drugs**

Under legislation we, as your Contractor, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our non-employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our other non-employees and employees.

### **No Smoking**

Smoking is not permitted at AHCS meetings. This includes the use of e-cigarettes.

### **Hygiene**

When meeting with colleagues or attending meetings, any exposed cut or burn must be covered with a first-aid dressing.

If you are suffering from an infectious or contagious disease or illness, you must not attend face to face meetings or meet with colleagues without clearance from your own doctor.

Contact with any person suffering from an infectious or contagious disease must be reported to the AHCS CEO.

### **Personal Hygiene**

Your highest attention to your own personal hygiene is requested at all times.

### **Fitness to work**

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others.

### **Manual Handling**

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

## **General Terms and Procedures**

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### **Non-Employee's Property**

We do not accept liability for any loss of, or damage to, any property that belongs to you.

### **Mobile Phones**

Personal mobile phones should be switched to silent during working hours. Phones should be kept with your personal belongings and not on your person. Unless otherwise authorised.

### **Company Equipment**

Any equipment provided to you must be kept in good repair and you must take all reasonable steps to ensure that they are secure at all times. You must return all Company equipment upon the termination of Contractual Period by either party. Failure to return equipment, or any loss or damage suffered as a result of your negligence, will result in a deduction to cover the cost of the equipment being made from monies due to you. This is an express written term of your contract of Contractual Period.

### **Behaviour at work**

You should behave with civility towards fellow non-employees and employees, and no rudeness will be permitted towards non-employees or employees or members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.

### **Other Premises**

Whilst visiting or working at any third-party premises, it is imperative that you familiarise yourself and comply with all of their rules and requirements including (but not limited to) security, health and safety, smoking, parking, etc. Failure to comply with site rules could result in your removal from site.

### **Adverse Weather/Travel Arrangement Disruption**

Every reasonable effort should be made to attend meetings in accordance with your contract. In the event that you are unable to attend owing to inclement weather conditions and/or severe disruption to your travel arrangements, you should report your absence immediately to the person responsible for your Contract.

### **Driving Licence**

If driving is a necessary, part of your work it is imperative that you maintain a valid driving licence suitable for the vehicle you operate at all times during your Contractual Period. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately. If you are required to drive as part of your work with AHCS and we are unable to find a suitable replacement for you, your Contractual Period may be terminated.

### **Fines**

Any fines imposed by relevant authorities including (but not limited to) speeding and parking will be payable by the non-employee. AHCS takes no responsibility for the payment of fines incurred by the non-employee during their Contractual Period.

### **Third Party Involvement**

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. Where we are required to share special category data to any third parties as part of that hearing, we ensure that a relevant condition of processing is met, and we do not rely upon your consent for the processing.

### **Recording of Formal Meetings**

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request. All personal data collected for this purpose will be processed in line with the current Data Protection Act.

## **Pandemic Policy**

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### **Introduction**

AHCS is committed to ensuring the health and safety of its employees and non-employees and the following procedure sets out the contingency measures that AHCS will bring into effect in the event of a pandemic outbreak. The following procedure aims to ensure that AHCS will be able to continue its business operations to the best of its abilities in such an event while protecting, as far as is reasonably practicable, our non-employees.

In outlining its procedures however, AHCS expects all of its non-employees to take reasonable care for themselves and others, to behave responsibly and sensibly, and to act at all times in line with the latest guidance from the Government.

### **Communication**

During a pandemic, AHCS will nominate a senior member of staff who will be responsible for communicating important messages to our workforce, including on the impact of the pandemic on our operations and AHCS's response to it, and to whom all questions from the workforce should be directed.

Communication may be undertaken by group meeting, email or by letter, or by other digital means.

### **Infection Control Measures and Period of Self-Isolation**

We expect all non-employees to follow all guidelines issued from the World Health Organisation or as advised by the UK Government or any other authority, in both daily life and whilst at work. This includes any social distancing measures. In addition, depending on the nature of the pandemic, the Government may require people to self-isolate, which means staying at home and not having contact with other people.

In this situation, the following applies:

- All non-employees should keep up to date on Government guidance on who should self-isolate.

## DATA PROTECTION LEGISLATION COMPLIANCE

To ensure compliance under the Act, and in recognition of the relationship of the parties of Data Controller and Data Processor, the Contractor will comply with the provisions set out in this Annex.

In this Schedule the following expressions will have the following meaning unless inconsistent with the context

<b>“The legislation”</b>	The General Data Protection Regulation and the Data Protection Act 2018
<b>“AHCS”</b>	Academy for Healthcare Science Limited
<b>“The Contract”</b>	The Contract for Services of which this Annex Forms a part
<b>“The Services”</b>	The services to be provided by the Contractor to AHCS under the Contract for Services
<b>“Personal Data”</b>	As defined in the legislation
<b>“Special Categories of Personal Data”</b>	Personal Data which relates to an individual’s race, ethnic origin, political or religious beliefs or opinions, physical or medical health or condition, membership of a trade union and sexual life. It also includes any offences or alleged offences committed or legal proceedings.
<b>“Data”</b>	Personal Data and Special Categories of Personal Data.

# Anti-Bribery Policy

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## **Introduction**

Bribery is a criminal offence. AHCS prohibits any form of bribery. We require compliance, from everyone connected with our business, with the highest ethical standards and anti-bribery laws applicable. Integrity and transparency are of utmost importance to us, and we have a zero-tolerance attitude towards corrupt activities of any kind, whether committed by non-employees or by third parties acting for or on behalf of AHCS.

## **Policy**

It is prohibited, directly or indirectly, for any non-employee or person working on our behalf to offer, give, request or accept any bribe i.e. gift, loan, payment, reward or advantage, either in cash or any other form of inducement, to or from any person or Company in order to gain commercial, contractual or regulatory advantage for AHCS, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.

## **Suspicion**

If we suspect that you have committed an act of bribery or attempted bribery, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in the cessation of our business arrangement with you.

## **Reporting**

If you, as a non-employee or person working on our behalf, suspect that an act of bribery or attempted bribery has taken place, even if you are not personally involved, you are expected to report this to the AHCS Board of Directors. You may be asked to give a written account of events.

# Whistle-blowers

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## **Introduction**

Under certain circumstances, non-employees are protected from suffering any detriment or termination of Contractual Period if they make disclosures about organisations for whom they work.

### **Qualifying Disclosures**

Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the non-employee genuinely and reasonably believes is in the public interest and shows that AHCS has committed a “relevant failure” by:

- a) committing a criminal offence.
- b) failing to comply with a legal obligation.
- c) a miscarriage of justice.
- d) endangering the health and safety of an individual.
- e) environmental damage; or
- f) concealing any information relating to the above.

These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. AHCS will take any concerns that you may raise relating to the above matters very seriously.

### **The Procedure**

In the first instance you should report any concerns you may have to the AHCS Board of Directors who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body.

If you do not report your concerns to the AHCS Board of Directors, you should take them direct to the appropriate organisation or body.

## **Personal Harassment Policy and Procedure**

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### **Introduction**

Harassment or victimisation on the grounds of the following protected characteristic: age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.

Personal harassment takes many forms but whatever forms it takes, it is unlawful under the Equality Act 2010 and will not be tolerated.



This policy will be reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness.

### **Scope**

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all those who work for us. This includes non-employees, workers, agency workers, volunteers and contractors in all areas of our Company, including any overseas sites.

### **Third Party Harassment**

Third party harassment occurs when one of our employees or non-employees is subjected to harassment by someone who is not part of AHCS but who is encountered in connection with work. This includes our applicants, suppliers, members of the public. Third party harassment of our workforce will not be tolerated.

Should an applicant harass a member of our workforce, they will be warned that continued provision of our service to them will cease if they are to act in a similar way again. Should their behaviour recur, they will be informed that our service to them will cease. Any criminal acts will be reported to the police, and we will share information relating to the incident with our other branches to ensure that we maintain a consistent approach to the cessation of our services.

## **Equality, Inclusion and Diversity Policy**

### **Equality, Inclusion & Diversity**

Non-employees recognise that discrimination is unacceptable, and equality of opportunity is a feature of the non-employee's practices and procedures.

The aim of the policy is to ensure no person is discriminated against either directly or indirectly on the grounds of race, colour, ethnic or national origin, religion and belief, sex, marital status, sexual orientation, gender reassignment, age or disability.

Non-employees must maintain a neutral working environment in which no person feels threatened or intimidated. Non-employees are obliged not to act in a discriminatory fashion towards AHCS's employees or other non-employees.

Where appropriate, non-employees must endeavour to ensure that selection decisions will not discriminate, whether consciously or unconsciously in making these decisions, and that a consistent, non-discriminatory approach to the selection of non-employees is applied.

**Monitoring**

AHCS will maintain and review the records of all non-employees in order to monitor the progress of this policy.

## **Termination of Contractual Period**

**Termination of Contract**

All resignations must be supplied in writing, stating the reason for resigning your post, and giving the required period of notice detailed in the Contract for Services.

**Return of AHCS property**

On the termination of your Contractual Period, you must return all AHCS property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you.