FLEXY HEALTH LTD • EMPLOYMENT BUSINESS REGULATORY INSTRUMENT

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Temporary Agency Worker Handbook & Workbook

Terms of Engagement, Shift Operating Rules & Allocation of Liability for Zero-Hours Agency Staff

Contract Type: Zero-Hours Contract for Services **Admin Contact:** flexyhealthltd.admin@gmail.com

Jurisdiction: England & Wales

PART 1: LEGAL STATUS, ZERO-HOURS ENGAGEMENT & ROLE OF FLEXY HEALTH LTD

CLAUSES 1.1 – 1.4

1.1 Nature of Engagement (Contract for Services): This Handbook and Operational Workbook forms an integral part of your Zero-Hours Contract for Services with **Flexy Health Ltd** ("the Agency"). Throughout your registration and during any placement, you are engaged strictly as a self-standing **Temporary Agency Worker** and not as a permanent employee of Flexy Health Ltd. Nothing in this Handbook or any assignment confirmation shall create an overarching contract of employment between the Agency and the Worker either during or between assignments.

1.2 Zero-Hours Status & No Mutuality of Obligation: Enrolment onto the Flexy Health Ltd register does not guarantee any minimum number of hours or shifts. Flexy Health Ltd is under no legal obligation to offer you assignments, and you are under no legal obligation to accept any assignment offered. However, **once you accept a shift** (verbally, via app, SMS, WhatsApp, or email), a binding contractual commitment arises for that specific shift, and you are legally obliged to attend and comply with all rules in this Handbook.

1.3 Statutory Capacity as an Employment Business: Flexy Health Ltd operates strictly as an introductory *Employment Business* as defined by the **Conduct of Employment Agencies and Employment Businesses Regulations 2003**. We recruit, vet, and introduce healthcare staff to third-party healthcare providers ("the Client", including NHS trusts, private hospitals, care homes, and supported living units) to work under the Client's direct supervision.

CLAUSE 1.4 — EXPRESS NOTICE OF SUPERVISION, DIRECTION & CONTROL (SDC)

Flexy Health Ltd does not own, manage, or control the clinical premises where you work. From the moment you report to a Client's site until your shift ends, you work under the exclusive **Supervision, Direction, and Control (SDC)** of the Client's Registered Manager or Nurse-in-Charge. Flexy Health Ltd accepts no vicarious liability for unauthorised clinical acts, negligence, or breaches of site policy committed by a Worker.

PART 2: THE 4-STAGE TEMPORARY ASSIGNMENT OPERATIONAL LIFECYCLE

CLAUSE 2.1

FIGURE 2.1 — MANDATORY OPERATIONAL SEQUENCE FOR EVERY FLEXY HEALTH SHIFT



2.1 Compliance Condition Precedent: Every worker must strictly follow all four stages illustrated above. Bypassing any stage—such as attending a shift before your onboarding file is signed off, failing to take a clinical handover, or leaving a shift without getting your timesheet authorized—breaches your contract and delays or invalidates payment processing.

PART 3: TRIPARTITE ALLOCATION OF LEGAL RESPONSIBILITIES & CLAIMS PROTECTION

CLAUSES 3.1 – 3.3

3.1 Separation of Operational Control: Because Flexy Health Ltd supplies temporary staff to external healthcare providers, legal responsibilities are strictly divided between three parties: (a) **Flexy Health Ltd** as the recruitment agency, (b) **the Client** as the host healthcare provider, and (c) **You** as the Temporary Agency Worker.

3.2 Exclusion of Agency Liability for On-Site Acts: Flexy Health Ltd is not responsible for the condition of the Client's premises, clinical equipment, staffing ratios, or care plans. Table 3.1 defines the binding legal allocation of risk across all assignments.

Area of Responsibility	Flexy Health Ltd (Agency Role)	Host Client (Care Home / Hospital)	Temporary Worker (Your Legal Duty)
Pre-Employment Vetting & Compliance	Collects & verifies ID, Right to Work, Enhanced DBS, references, and training records prior to file sign-off.	Reviews agency confirmation profile and verifies Worker's physical ID upon arrival at site.	Must supply genuine, unaltered documents & immediately disclose any criminal, DBS, or visa changes.
Day-to-Day Clinical Supervision (SDC)	No on-site clinical control; acts solely as recruitment & placement intermediary.	Exercises full Supervision, Direction & Control; provides care plans, handover, and safe staffing.	Must obey lawful instructions of the Client's Nurse-in-Charge and adhere to care plans at all times.
Health, Safety & Moving/Handling	Verifies baseline training certificates prior to deployment.	Provides safe premises, serviced hoists/equipment, site fire induction, and task risk assessments.	Must attend site induction, inspect equipment before use, wear PPE, and never lift solo where 2 staff are required.
Professional Negligence & Misconduct	Logs incident reports, suspends bookings pending investigation, and reports to CQC/DBS if required.	Manages immediate clinical containment, patient safety, and local safeguarding investigation.	Bears personal accountability for misconduct, rough handling, medication errors, or working outside scope.
Remuneration & Statutory PAYE	Processes PAYE wages upon receipt of a fully signed-off onboarding file and Client-authorized timesheet.	Verifies actual shift attendance and signs/authorizes the Worker's timesheet at shift end.	Must submit accurate, manager-signed timesheets on time; bears liability for any falsified time claims.

PART 4: PRE-DEPLOYMENT VETTING, RIGHT TO WORK & WORKER INDEMNITY

CLAUSES 4.1 – 4.4

- **4.1 Mandatory Onboarding Sign-Off:** You are strictly prohibited from accepting or attending any shift until our compliance team has formally signed off all six vetting pillars: (1) Proof of ID & Address, (2) UK Right to Work, (3) Enhanced DBS on the Update Service, (4) Two verified professional references & 10-year work history, (5) Mandatory CSTF healthcare training certificates, and (6) Occupational Health, NI number & HMRC starter forms.
- **4.2 Visa Hour Restrictions (International & Student Workers):** If your Right to Work is subject to a weekly hour limit (e.g., 20 hours per week under a Student Visa or Skilled Worker supplementary employment rule), **you are solely responsible** for tracking your combined hours across all employers so that you never breach your visa conditions.
- **4.3 Ongoing Duty of Disclosure:** You must notify Flexy Health Ltd in writing within **24 hours** if you are arrested, cautioned, charged, or investigated by the Police, Safeguarding Authorities, CQC, NMC, or HCPC, or if your Right to Work status changes.

> **CLAUSE 4.4 — CONTRACTUAL INDEMNITY TO FLEXY HEALTH LTD**
>
> You agree to indemnify and keep indemnified Flexy Health Ltd against any financial loss, civil penalty, client claim, or regulatory fine incurred by the Agency arising from: (a) your submission of false or expired onboarding/Right to Work documents, (b) your breach of visa hour caps, or (c) any deliberate act, gross

PART 5: STAGE 1 PROTOCOL — ACCEPTING A SHIFT & CANCELLATION RULES

CLAUSES 5.1 – 5.4

5.1 How Assignments Are Offered & Confirmed: Flexy Health Ltd consultants broadcast available shifts via telephone, WhatsApp, SMS, or booking software. Before accepting a shift, you must check that you are fully available, rested in accordance with the **Working Time Regulations 1998** (minimum 11 hours uninterrupted rest between shifts), and qualified for the specific role requested.

5.2 Binding Booking Confirmation: Once you confirm acceptance of a shift, our team issues a booking confirmation containing the Client's name, full address, reporting contact, shift start/finish times, break allowance, uniform code, and agreed hourly rate. You must review these details immediately and plan your travel route in advance.

5.3 Cancellation Notice & Lateness Procedure: If exceptional illness or an emergency prevents you from attending an accepted shift, you must **telephone the Flexy Health Ltd 24/7 On-Call Line** at least **[12 hours]** before the shift start time. Sending a text message or WhatsApp message late at night without speaking to an on-call consultant is **not** valid cancellation notice.

5.4 Zero-Tolerance on "No-Shows" & Shift Abandonment: Failing to attend a booked shift without notice ("No-Show") or walking off a healthcare floor mid-shift places vulnerable patients at severe risk. Such conduct constitutes a fundamental breach of contract, resulting in immediate removal from the Flexy Health Ltd register and, where patient safety is compromised, referral to the DBS and professional regulators.

PART 6: STAGE 2 PROTOCOL — ARRIVAL AT THE CLIENT'S PREMISES

CLAUSES 6.1 – 6.3

6.1 Punctuality & Mandatory Identification: You must arrive at the Client's premises at least **15 minutes before the scheduled shift start time**. You must carry your **Original Photographic ID** (Passport or Driving Licence), your **Flexy Health Ltd ID Badge**, and your professional registration PIN (if applicable). Clients are instructed by CQC to turn away any agency worker who arrives without original ID, and no payment or travel expenses will be payable to you if you are turned away for lacking ID or arriving dressed improperly.

6.2 Professional Uniform & Infection Control Appearance: Unless instructed otherwise by the Client, you must wear a clean healthcare tunic/scrub top, smart dark trousers, and enclosed, non-slip black shoes. You must strictly adhere to *"Bare Below the Elbows"*: no wristwatches, bracelets, stoned rings, false/acrylic nails, or nail varnish, with hair tied back securely off the collar.

DO: ACCEPTING SHIFTS & ARRIVING ON SITE

- **Verify Shift Requirements:** Confirm you hold the exact skills (e.g., dementia care, PEG, hoist competence) needed for the unit.
- **Sign the Site Fire Register:** Sign the Client's visitor/fire log immediately upon entering the building.
- **Report to the Person-in-Charge:** Introduce yourself as Flexy Health staff and request a formal handover before starting care.

DO NOT: PRE-SHIFT & ARRIVAL BREACHES

- **Never Send a Substitute Without Approval:** Never send a friend or relative to cover your shift without prior agency vetting and written approval.
- **Never Swap Shifts Directly with Client Staff:** All shift extensions, changes, or extra bookings must go through Flexy Health Ltd.
- **Never Start Care Without Handover:** Do not assist service users before receiving a clinical safety briefing.

DO: PROFESSIONAL CONDUCT ON CLIENT PREMISES

- **Respect Client Policies:** Follow the Client's local infection control, whistleblowing, and record-keeping procedures.
- **Take Allocated Breaks Only When Authorized:** Coordinate break times with the shift leader so floor cover is always maintained.

DO NOT: PROHIBITED ON-SITE ACTIONS

- **Never Sleep on Night Shifts:** Sleeping on duty (including during waking nights) is gross misconduct and a safeguarding offence.
- **Never Use Personal Phones in Care Areas:** Keep mobile phones locked away; taking photos on site is strictly illegal under GDPR.

PART 7: STAGE 3 PROTOCOL — CONDUCT, CLINICAL SAFETY & RISK ON SHIFT

CLAUSES 7.1 – 7.3

7.1 Strict Adherence to Scope of Competence: While on shift, you must never perform any clinical procedure, medication administration, restraint, or specialist care task unless: (a) you hold a valid training certificate logged with Flexy Health Ltd, (b) you are completely confident and competent in the procedure, and (c) the Client's Nurse-in-Charge or Manager has explicitly authorized you to perform it.

7.2 Refusal of Unsafe Instructions: If a Client staff member asks you to perform an unsafe act (such as hoisting a bariatric resident alone when the care plan requires two carers, or administering unlabelled medication), you must politely decline, cite patient safety, report the matter immediately to the Client's Manager, and telephone Flexy Health Ltd.

On-Shift Risk Domain	Mandatory Operational Rule for Worker	Liability & Escalation Rule
1. Moving & Handling / Hoisting	Check the resident's Mobility Care Plan prior to any transfer. Never lift manually and never conduct a 2-person hoist transfer alone under any circumstances.	Worker bears personal liability if injury results from ignoring a 2-carer care plan or using condemned equipment.
2. Medication Administration	Support Workers/HCAs must not administer medication unless MAR-chart trained and specifically booked and authorized by the Client for medication duties.	Any medication error or refusal must be reported instantly to the Nurse-in-Charge and Flexy Health Ltd.
3. Safeguarding & Whistleblowing	Report any suspected physical, emotional, financial, or institutional abuse or neglect immediately to the Client's Safeguarding Lead and Flexy Health Ltd.	Protected under PIDA 1998; failure to report witnessed abuse is a CQC and DBS barred-list offence.
4. Accidents, Falls & Allegations	If a resident falls, an injury occurs, or a complaint is made against you, ensure immediate medical aid, record factual notes in the Client's log, and call Flexy Health.	You must notify Flexy Health within **1 hour** of shift end and submit a written incident statement within 24 hours.
5. Personal Property, Vehicles & Gifts	Do not bring valuables to work. Never accept cash, gifts, loans, Wills, or bank cards from service users or their families. Use of personal vehicles is at your own risk.	Flexy Health Ltd accepts zero liability for lost/stolen personal property, parking fines, or vehicle damage.

PART 8: STAGE 4 PROTOCOL — POST-SHIFT HANDOVER, TIMESHEETS & PAYROLL

CLAUSES 8.1 – 8.5

1. **8.1 End-of-Shift Clinical Handover & Care Notes:** Before finishing your shift, you must complete all contemporary care notes, fluid/food charts, and turning charts accurately and legibly, and deliver a full verbal handover to the oncoming shift lead. You must never leave the care floor until oncoming staff have arrived or the Person-in-Charge has dismissed you.
2. **8.2 Mandatory On-Site Timesheet Authorization:** Immediately upon completing your shift, you must present your official Flexy Health Ltd timesheet (or approved digital shift record) to the Client's authorized Manager or Nurse-in-Charge. Ensure they verify your exact start time, unpaid break deduction, finish time, and write their **full printed name, job title, signature, and date**.
3. **8.3 Timesheet Submission Deadline:** Clear, legible copies of fully signed timesheets must be emailed to **flexyhealthltd.admin@gmail.com** (or uploaded via the designated agency channel) no later than **[Monday at 10:00 AM]** following the week worked. Late or illegible timesheets will roll over to the subsequent payroll run.
4. **8.4 Conditions Precedent for Payment Release:** Flexy Health Ltd guarantees payment for all genuine hours worked; however, our payroll system cannot release payment unless: (a) your onboarding file is 100% complete and signed off (including Right to Work, ID, NI number, bank details, and HMRC starter declaration), and (b) your shift hours have been verified by a Client-authorized timesheet.
5. **8.5 Non-Solicitation / Temp-to-Perm Rule:** You must not accept direct permanent or bank employment with any Client to whom Flexy Health Ltd has introduced you without first notifying Flexy Health Ltd so that statutory transfer terms under the Conduct Regulations 2002 can be arranged.

PART 9: TEMPORARY STAFF COMPLIANCE WORKBOOK (MANDATORY SELF-AUDIT)

SECTION 09

Before your onboarding file can be signed off by management, you must read each operational rule below, write **"YES"** and your initials in the right-hand column to confirm your understanding, and return this completed page to **flexyhealthltd.admin@gmail.com**.

Item	Mandatory Operational Rule & Scenario Check	Worker Initials & "YES"
Q1	I understand that I am engaged on a **Zero-Hours Contract for Services** as a Temporary Agency Worker, that there is no mutuality of obligation between shifts, and that once I accept a shift I am contractually bound to attend or give at least **[12 hours']** telephone notice.	
Q2	I understand that I cannot be booked onto shifts or paid by payroll until my **onboarding file is 100% completed and signed off** (including ID, Right to Work, DBS, References, Training, NI & HMRC starter form).	
Q3	I confirm that before arriving at any shift (at least **15 minutes early**), I will carry my **Original Photo ID** and **Flexy Health ID Badge**, and I will complete the Client's fire and safety induction before delivering care.	
Q4	I understand that while on site I work under the **Supervision, Direction, and Control (SDC)** of the Client's Manager, and I will never perform a two-person hoist solo or carry out clinical/medication tasks outside my training and authorization.	
Q5	I understand that using my personal mobile phone in care areas, taking photos on site, or sleeping on duty is **strictly prohibited** and constitutes gross misconduct and a safeguarding breach.	
Q6	I confirm that if an accident, resident fall, medication error, or complaint occurs during my shift, I will report it immediately to the Client's Manager AND telephone Flexy Health Ltd within **1 hour of shift end**.	
Q7	I understand that after every shift I must give a full clinical handover, get my **timesheet signed and printed by an authorized Client Manager before leaving**, and submit it by **[Monday 10:00 AM]** for payroll processing.	

PART 10: FORMAL LEGAL DECLARATION, LIABILITY WAIVER & SIGN-OFF

SECTION 10

TEMPORARY AGENCY WORKER BINDING ACKNOWLEDGEMENT & AGREEMENT

I, the undersigned Temporary Agency Worker, hereby acknowledge and declare that:

1. I have received, read, and fully understood the **Flexy Health Ltd Temporary Agency Worker Handbook & Operational Workbook** and have completed the Self-Audit Workbook in Part 9 above.
2. I understand and agree that my engagement with **Flexy Health Ltd** is strictly on a **Zero-Hours Contract for Services** as an agency worker introduced to third-party Clients, and that while on assignment I act under the direct Supervision, Direction, and Control (SDC) of the host Client.
3. I accept personal professional and legal responsibility for adhering to my scope of competence, the Client's care plans, and Health & Safety protocols, and I agree to the contractual indemnity set out in Clause 4.4 protecting Flexy Health Ltd against claims arising from my unauthorised acts, omissions, or inaccurate documentation.
4. I understand that payroll release requires a fully signed-off onboarding file and a verified, Client-authorized timesheet for every shift worked.

Worker Full Legal Name: _____ **Role / Job Title (e.g., HCA / Support Worker / RGN):** _____

Worker Signature: _____ **Date Signed:** _____

National Insurance Number: _____ **Right to Work Status / Visa Expiry (if applicable):** _____

Flexy Health Compliance Sign-Off Name: _____ **Agency Counter-Signature & Date:** _____