



STATEMENT OF MAIN TERMS & CONDITIONS OF EMPLOYMENT ON AGENDA FOR CHANGE NATIONAL PAY & CONDITIONS OF SERVICE

This document details your terms and conditions of employment relating to your appointment, as required by the Employment Rights Act 1996. And together with your letter of appointment constitutes your contract of employment with South East Coast Ambulance Service NHS Foundation Trust (henceforth referred to as the Trust). This contract of employment will supersede any previous contract of employment with the Trust.

Date of Contract Issue: Tuesday, 23rd January 2024

{formatted_address.en-gb}

DATE OF BIRTH: {applicantdob.en-gb}

and

Employer: South East Coast Ambulance Service NHS Foundation Trust ("the Trust")

1. Post

I am pleased to confirm the terms and conditions for your role as **{offerjobtitle.en-gb}** within the Trust. The indicative duties and responsibilities of your post are outlined in your appropriate Job Description and Person Specification and may be changed in accordance with the needs of the Trust.

2. Nature of Contract

Your appointment is on a **{offercontractdescription.en-gb}**, basis, subject to you being eligible to work in the UK.

3. Location

You will normally be based at **{offersite.en-gb}**. The Trust has the right to require you to work from any location from which the Trust may operate and as may be reasonably required by the Trust for the proper performance of your duties.

For the purposes of calculating travel expenses your location will be xxxxxx. Please speak with your manager or HR advisor for further information if required.

4. Service and Probationary Period

The date of commencement in your current role is **{offerstartdate.en-gb}**

For the purposes of the Employment Rights Act (1996), your date of continuous service with the Trust began on XX/XX/XXXX.

Qualifying employment with another NHS employer will be counted as reckonable service for calculating occupational entitlements to redundancy, maternity, paternity and adoption leave and pay, and sick leave/pay. Your annual leave entitlement will be calculated on the basis of qualifying aggregated NHS service. Your NHS continuous service date is subject to confirmation from your previous NHS employer(s).

This appointment is subject to a six-month probationary period for newly appointed staff. This period is a time in which you should establish and demonstrate the knowledge and skills identified as being necessary for the role, as set out in the Person Specification – Essential Criteria for the post. During the probationary period, employment may be terminated by one week's notice in writing on either side.

5. Contracted Hours

Your normal working hours will be **{offerworkingperioddesc.en-gb}** hours per week exclusive of meal breaks.

For staff in pay bands 1 to 7, any hours worked in excess of 37.5 hours per week, averaged over the monthly pay period will be paid at overtime rates, i.e. time-and-a-half at all times except on general public holidays, which will be paid at double time. Alternatively, you may request to take time off in lieu instead. This will be paid at plain time rates.

Your normal pattern of work will be agreed with you by your manager in accordance with the needs of the Trust, and to reflect operational requirements. In accepting this contract, you are accepting the Trust's right to amend your times/days of work, subject to consultation and negotiation and in accordance with contractual notice periods.

N.B. Senior staff in pay bands 8 or 9 will not be entitled to overtime payments or time off in lieu. If work is undertaken by staff at pay bands 8 or 9 at a lower pay band, it will attract overtime pay as per the Trust's Overtime Policy.

6. Arrangements for Determining Pay and Conditions of Service

Your Salary and Terms and Conditions of service will be in accordance with those determined nationally by the NHS Staff Council and detailed in the NHS Agenda for Change Terms and Conditions Handbook. This Handbook is updated periodically and can be viewed on <https://www.nhsemployers.org/tchandbook>, alternatively copies of this document are available for viewing on the intranet or from the Human Resources Department.

The Trust also agrees Local Terms and Conditions of Employment and Employment Policies collectively with its recognised Staff Side Organisations via the Joint Partnership Forum. Any changes to your Contract of Employment will only be made following consultation with you on an individual basis, or by collective agreements with the Joint Partnership Forum or the NHS Staff Council.

Full details relating to the local agreements are available from the Human Resources department and on the intranet (<http://my.secamb.nhs.uk>). Changes may be notified to you via the Trust newsletter, or the intranet, and where appropriate, individually in writing.

The Trust currently recognises and encourages staff to join one of the following trades unions: UNISON, GMB, Unite and the RCN (Royal College of Nursing).

7. Remuneration

Basic Salary

As at the date of issue of this contract, the current basic full time salary for this post is **{offersalary.en-gb}**. This is NHS Terms and Conditions of Employment (Agenda for Change) **{offergrade.en-gb}**. Part time employees will be paid a salary based on their contracted hours as a percentage of the full time equivalent hours for this post.

Pay Progression

Pay progression is based on the NHS Staff Council progression framework, put in place in April 2019. For further detail on the framework agreement, visit: <https://www.nhsemployers.org/your-workforce/2018-contract-refresh/framework-agreement>

8. Method of Payment

Your salary will be paid monthly by Bacs Transfer to the bank/building society of your choice on the 24th of each month or nearest working day before, if the 24th falls on either a weekend or public holiday.

You are required to check your salary statement and promptly report any under or overpayments.

The Trust accepts no responsibility for the late payment of salary as a result of industrial action or other similar circumstances, incorrect completion or late submission of timesheets.

9. Deductions from Pay

In accepting this contract, you agree that the Trust may deduct from your salary, or by any other method which is acceptable to the Trust, any sums owed to the Trust as a result of:

- Overpayment of salary, (or other payments), due to error;
- Termination of employment on or after the day on which your salary is transmitted to your bank or building society account, but before the end of the month;
- Overtaking of leave at the date of termination of employment;
- Non-attendance at medical appointments, (to include Occupational Health, Physiotherapy, Osteopathy, Chiropractic and Counselling appointments), paid for by the Trust; and
- Payment of expenses to which you are subsequently determined not to be entitled to receive.

10. Repayment of Training Costs

The Trust may pay for you to attend additional necessary training courses. In consideration of this, you agree that if your employment terminates after the Trust has incurred liability for the cost of you doing so, you will be liable to repay some or all of the fees, expenses and other costs (the **Costs**) associated with such training courses.

Except in the circumstances set out in the next clause, you shall repay the Trust as follows:

- if you cease employment with the Trust before you attend the training course but the Trust has already incurred liability for the Costs, 100% of the Costs or such proportion of the Costs that the Trust cannot recover from the course provider shall be repaid;
- if you cease employment with the Trust during the training course or within 12 months of completing the training course, 100% of the Costs shall be repaid;
- if you cease employment with the Trust more than 12 months but no more than 24 months after completion of the training course, 50% of the Costs shall be repaid;
- if you cease employment with the Trust more than 24 months but no more than 36 months after completion of the training course, 25% of the Costs shall be repaid.
- Thereafter, no repayment shall be required.

You shall not be required to repay any of the Costs under this clause if:

- the Trust terminates your employment, except where it was entitled to and did terminate your employment summarily; or
- you terminate your employment in response to a fundamental breach by the Trust.

You agree to the Trust deducting the sums under this clause from your final salary or any outstanding payments due to you, either in instalments or as a lump sum.

You agree that if the Trust waives your obligation to repay the Costs under this clause, you will be solely responsible for any income or other tax payable as a result of the waiver and you shall indemnify the Trust on a continuing basis in relation to any such tax.

11. Annual Leave Entitlement/General Public Holidays

The annual leave year runs from 1st April to 31st March and leave may be taken at such times as your Manager may reasonably approve. During the first and final year of service, annual leave entitlement will be calculated on a pro-rata basis.

Entitlement to annual leave is calculated according to complete years of NHS service, which need not be continuous. Annual leave will be calculated in hours as well as days. A day's leave will be 7.5 hours for pay calculation purposes.

Annual leave is calculated on an accrued basis during the leave year and when a post is terminated, any excess leave taken will be recovered by the Trust.

Operational staff will have their entitlement to annual leave and public holidays calculated as a combined leave entitlement. For full-time staff, an allowance of 60 hours will be included in their leave entitlement for the 8 public holidays (8 x 7.5 hour pay calculation days). Pro rata entitlements will apply to part-time staff:

Length of Service	Annual Leave and General Public Holidays
On appointment	202.5 hrs (27 days) + 60 hrs (8 days)
After 5 years' service	217.5 hrs (29 days) + 60 hrs (8 days)
After 10 years' service	247.5 hrs (33 days) + 60 hrs (8 days)

Where staff are rostered to work on public holidays, they are entitled to claim any hours actually worked on public holidays in excess of 60 hours over the entire leave year as time in lieu (pro rata for part-time staff).

12. Maternity and Paternity Leave and Pay

Statutory and occupational maternity and paternity leave, pay and other related rights are laid down in current legislation and the NHS Terms and Conditions of Service Handbook (Agenda for Change). Further details are provided in the Trust's Maternity and Special Leave Policies.

13. Sickness Absence

Payment of Occupational Sick Pay is based on your reckonable service and is subject to compliance with the Trust's Managing Health and Attendance Policy, including observing the correct notification and reporting requirements. This Policy also contains procedures for addressing intermittent absence and long-term sick leave from the Trust. A copy of this policy is available on the Intranet or a hard copy can be obtained via Human Resources.

You must, in your own interest, report any personal accidents or injury, however trivial, arising out of the course of your employment, to your Line/Department Manager or the appropriate authority. If your absence results from an accident, you will be required to repay to the Trust any sick pay you have received, where damages are subsequently recoverable from a third party. You must notify your Line/Department Manager of any such accident.

Your entitlement to occupational sick pay will be calculated by reference to the NHS Terms and Conditions of Service Handbook (Agenda for Change) as in force from time to time. The following table sets out your Occupational Sick Pay allowances:

Length of recognised NHS service	Full pay entitlement	Half pay entitlement
Up to 12 months	1 month	2 months
1 - 2 years	2 months	2 months
2 - 3 years	4 months	4 months
4 - 5 years	5 months	5 months
Over 5 years	6 months	6 months

14. Medical Examination

It is a condition of your employment that you attend an occupational health assessment prior to commencing employment with the Trust. As a condition of employment you will submit as and when required, to a medical examination by a registered medical practitioner nominated by the Trust. This examination would be subject to rights under the Access to Medical Reports Act. The Trust will pay any expense incurred in connection with such an examination.

Continued employment with the Trust is subject to your being able to meet the medical standards for this post, as from time to time defined by the Occupational Health Physician, nominated by the Trust or as defined, from time to time, by statutory body or national guidance.

15. Driving Licence

If you are required to drive as an essential component of your post, you must possess a valid, current, full manual driving licence at the point of offer and any penalty points on your licence must be declared.

All staff are required to produce their driving licence annually for inspection by their manager or on request. If you are disqualified from driving for any period, and this impacts on your ability to fulfil your contractual obligations, your contract is repudiated and dismissal may result. However, dependent on the reason(s) and the circumstances for the loss of licence, options for re-deployment may be considered.

16. Professional Registration

Staff undertaking work which requires professional/state registration are responsible for ensuring that they are so registered and it is your responsibility to ensure that your registration is maintained and that you comply with any Codes of Conduct applicable to that profession. Proof of registration must be produced on appointment and as part of the annual appraisal process. Failure to maintain registration, or loss of registration will be treated as a breach of your terms and conditions of employment and may result in your dismissal or transfer to other employment not requiring professional/state registration.

17. Qualifications and Experience

Your employment and continued employment is conditional upon having and retaining all the relevant educational, vocational, professional and any other relevant qualifications that you have stated you had when you completed your application form. You are also required to complete any relevant update training or new training (including residential training) to ensure you remain competent to

perform the full duties of your post as set out in the job description. You must take responsibility for your own continuing personal and professional development and this will include self-study in your own time.

It is also expected that the grades of all examinations taken and work experience undertaken conform to the information provided on your application form. If it is discovered that you do not have the said qualifications or experience or where, for whatever reason, you fail to acquire any appropriate examination or licence, or become disbarred from an appropriate Regulatory Body or Authority, it may result in your dismissal.

18. Disclosure and Barring Service (DBS)

All staff will be subject to a DBS check upon joining the organisation, to the required level associated with the position. All staff are required to disclose to the Trust any arrest, caution, summons, reprimand, warning, charge or conviction, arising prior to or during their employment with the Trust.

Staff who are exempt from the Rehabilitation of Offenders Act (1974), i.e. those staff primarily in operational and patient facing posts, will be required to complete an Enhanced DBS prior to appointment and the Trust reserves the right to require further disclosures at any time thereafter. Your continuing employment is dependent on the Trust having received the results of an appropriate Disclosure & Barring Service check, which are satisfactory to the Trust.

All staff who hold an enhanced level disclosure are required to be registered with the DBS update service and in signing these terms and conditions, you consent to The Trust conducting a check on your DBS via the online checking service. As a minimum, we will conduct this check every three years. To join the Update Service you must register within 28 days of the certificate being issued. Please see here for more details <https://secure.crbonline.gov.uk/crsc/apply?execution=e1s1>

You will be reimbursed for any costs incurred for the update service via the expense's procedure. Some arrests, cautions, summons, reprimands, warnings, charges or convictions may be deemed to be incompatible with your role and the Trust may need to terminate your employment after having followed an appropriate procedure.

19. Contact Outside of Working Hours

During the course of your employment it may be necessary in certain circumstances to contact you at home. In contacting you, with reasonable grounds your line manager or his/her representative will not be considered to be contravening your rights under Article 8 of the Human Rights Act. In the acceptance of this contract, you also agree to provide your manager with your home/residential address, home/mobile telephone numbers, emergency contact next of kin details, and to ensure that these are kept updated.

20. Pensions

Membership of the NHS Pension Scheme is available to all employees between the ages of 16 and 70. Membership is subject to the regulations of the NHS Pension Scheme, which is administered by the NHS Business Services Authority. **Employees not wishing to join the Scheme or who subsequently wish to terminate their membership must complete part one of the application to leave the NHS Pensions Scheme (SD502), details of which will be supplied on request.**

Enclosed for new starters is a guide to the NHS Pensions Scheme. Further information can be obtained via the Human Resources department or the NHS Pensions website (www.nhsbsa.nhs.uk/nhs-pensions).

In accordance with NHS Pensions should you wish to retire and return you must contact the NHS Pensions Department to ensure you fully appreciate any potential restrictions that may impact your final pension payment.

21. Retirement Age

The Trust does not have a default age for retirement however, staff returning to work for the Trust following retirement will be subject to the same Occupational Health requirements that apply to ALL other members of staff and to new starters, as detailed in the Occupational Health service specification.

22. Period of Notice

The period of notice for the termination of your contract (employee and employer) will be as follows:

Bands 1 to 6

Continuous Service	Minimum Period of Notice
Up to 26 weeks	1 week
Over 26 weeks and up to – 4 years	4 weeks
5 – 12 years	1 weeks' notice for each year's service
12 years plus	A maximum of 12 weeks' notice

Band 7

Continuous Service	Minimum Period of Notice
0 to 8 years	8 weeks
9 to 12 years	1 weeks' notice for each year's service
12 years plus	A maximum of 12 weeks' notice

Band 8 and above

Continuous Service	Minimum Period of Notice
Not Applicable	3 Months

This will not prevent either party waiving the right to notice or from making/accepting Payment (or part payment) in lieu of notice. Nor does it affect the right of either party to terminate the contract without notice by reasons of conduct of the other party.

23. Health and Safety

In addition to the responsibilities of the Trust under Health and Safety legislation, you are reminded of your responsibilities for health and safety at work under the Health and Safety at Work Act 1974 (as amended) and associated legislation. These include the duty to take reasonable care for the health and safety of yourself and of others in your work activities or omissions, and to co-operate with your employer in the discharge of its statutory duties. You must adhere strictly to the policies and procedures on health and safety, and promptly report to your manager all accidents, dangerous occurrences, unsafe practices or damage, using the Trust's incident reporting system. You must make use of appropriate training, safety equipment, protective clothing and footwear and attend training. Failure to comply with these requirements may result in disciplinary action.

24. The Health Act 2006

Prevention and Control of Healthcare Associated Infections

You are required to ensure that you carry out your duties in a manner that maintains and promotes the principles and practice of infection prevention and control in compliance with national standards, trust policies, guidelines and procedures.

25. Smoking at Work

The Trust operates a Smoke free Policy. Smoking is not permitted on Trust premises including the grounds, and in all vehicles parked in the Trust's grounds. This policy discourages smoking in all circumstances, and support will be given to staff who wish to stop smoking.

26. Disciplinary Policy and Procedure

The Trust's Disciplinary Policy and Procedure does not form part of this contract of employment. Executive Directors and or Senior Management of this Trust have managerial authority to terminate your employment. The Policy and Procedure can be found on the Intranet or a hard copy can be obtained via Human Resources.

27. Grievance Procedure

Any grievance relating to the terms and conditions of service of your employment should be raised in the first instance with your immediate manager. Everything possible will be done to resolve the problem informally, but if you have reason to pursue your grievance, you should do so in accordance with the Trust's Grievance Policy and Procedure. This Procedure does not form part of this contract of employment. A copy of this Procedure can be found on the Intranet or a hard copy can be obtained via Human Resources.

28. Capability Policy

The Trust's Capability Policy and Procedure sets out the standards of performance staff are required to achieve and the action which can be taken, if performance or competency levels fall below the standards expected. This Policy does not form part of this contract of employment. A copy of the Policy can be found on the Intranet or a hard copy can be obtained via Human Resources.

29. Valuing Diversity

The Trust is committed to valuing diversity in employment. It recognises that discrimination is unacceptable and that it is in the best interest of the Trust and the population it serves to utilise the skills of the total available workforce. Failure to comply with or adhere to the Trust's Equality, Diversity and Inclusion Policy will be treated as misconduct and depending on the seriousness of the conduct may amount to gross misconduct under the Trust's Disciplinary Policy, which may result in dismissal.

30. Bullying and Harassment at Work

Bullying and Harassment at work will not be acceptable in any form. Failure to comply with or adhere to the Trust's Bullying and Harassment (Dignity at Work) Policy will be treated as misconduct and depending on the seriousness of the conduct may amount to gross misconduct under the Trust's Disciplinary Policy, which may result in dismissal.

31. Whistle Blowing Policy (Public Interest Disclosure Act 1998)

If you ever have a concern that something untoward is happening at work and wish to report this to the Trust in a confidential manner, please refer to the Trust's Raising Concerns at Work (Whistleblowing) Policy, a copy of which is available on the intranet or via the Human Resources Department.

32. Working Time Regulations 1998 (SI 1998/1833)

You are required to comply with the Working Time Regulations and the Trust's Secondary Employment Policy (available on the Intranet or a hard copy can be obtained via Human Resources Department). If you have secondary employment, including voluntary work, this must be declared using form SECAMB/SE, contained within the Trust's Secondary Employment Policy.

You are required to declare total hours worked, including paid or voluntary work with other employers. Information must also be provided on breaks taken and you must report to your manager any instances where your pattern of working hours may constitute a health and safety risk to yourself, patients, the public and other Trust employees. You have the right not to be subjected to any unlawful detriment by reporting any concerns under the regulations.

Please be advised that you must take adequate rest and ensure that you take the statutory leave entitlement of 28 days, (this entitlement is inclusive of public holidays).

33. Business/Financial Interests

It is your responsibility to ensure that you are not placed in a position which risks or appears to risk conflict between your private interests and your NHS duties. It is also a condition of your employment that **you must declare to the Trust any financial interest which may affect the Trust or your position with the Trust.**

This condition of employment is necessary to protect the Trust, in particular cases where, for example, you may be involved in a competitor organisation or engaged in self-employed activities which in the Trust's opinion interfere with your work for the Trust or are prejudicial to its interests.

The NHS Codes of Conduct and Standards of Business Conduct for NHS Staff (HSG(93)5) require you to declare all situations where you (or a spouse/partner, close relative or associate) have a controlling interest in a business (such as a private company, public organisation, other NHS organisation or voluntary organisation) or in any other activity which may compete for an NHS contract to supply goods or services to the Trust.

You must therefore register such interests with the Trust either on appointment or subsequently whenever such interests are gained. You must not engage in such interests without the written approval of your line manager, **which will not be unreasonably withheld.**

As previously stated above, applications for additional employment must be made in accordance with the Trust's Secondary Employment Policy, using the application form SECAMB/SE. This includes volunteering for services with HM Forces or any other service. No employee shall be prevented from undertaking paid or unpaid activities outside of working hours unless it is clear that a conflict exists or has the potential to exist. If at any time the outside activities come into conflict with an employee's position within the Trust, the appropriate line manager may withdraw the approval following discussion with the appropriate Human Resources representative and the member of staff concerned.

Failure to adhere to the Secondary Employment Policy may lead to action being taken under the Trust's Disciplinary Policy & Procedure.

34. Standards of Conduct

You are bound by the provisions of the Standards of Business Conduct published from time to time by the Department of Health and which are contained in the Trust's Standing Orders. Staff whose roles include handling monies and/or procuring goods and services must adhere to the Trust's Standing

Orders and Standing Financial Instructions, which are available from your manager. Failure to comply with the standards of conduct may lead to action being taken under the Capability or Disciplinary Procedure.

All managerial posts are subject to the NHS Managers' Code of Conduct.

35. Gifts and Hospitality

All staff must comply with the Trust's Declaration of Interests (including Gifts, Hospitality, Sponsorship and Secondary Employment) Policy and register any gifts and/or hospitality accordingly; a copy of this document is contained within the Trust's Standing Orders and Standing Financial Instructions. The Trust considers it to be a serious offence for any employee, in connection with their employment, to accept gifts and hospitality, other than by way of a token nature, from any person or business with whom you or the Trust is involved.

This also includes an offer to a third party or acceptance of any benefit whether financial or in kind from any other party (other than the proper remuneration from the Trust). If in doubt you should seek advice from your manager. Failure to comply with or adhere to the Trust's Declaration of Interests (including Gifts, Hospitality, Sponsorship and Secondary Employment) Policy will be treated as misconduct under the Trust's Disciplinary Policy, which may result in dismissal.

36. Loss and Damage to Personal Belongings

No liability can be accepted for loss or damage to personal belongings on the Trust premises by burglary, fire, and theft or otherwise. You are therefore advised to insure against all such risk.

37. General Data Protection Regulation (GDPR)

You confirm that you have read and understood the Trust's Employee Privacy Notice, a copy of which is available on the intranet. You note and accept that the Trust may change its Privacy Notice at any time and will notify employees in writing of any changes.

You shall comply with the Trust's policies on data protection and information security when handling personal data in the course of your employment, including personal data relating to any employee, patient, supplier or agent of the Trust.

You shall notify the Trust's Data Protection Officer as soon as you become aware of a personal data breach by the Trust, including where you are responsible or potentially responsible for it. You will provide such information as the Data Protection Officer requires in relation to any such personal data breach.

Failure to comply with the Trust's policies on data protection and information security, including a failure to report a personal data breach, may be considered an act of misconduct by the Trust and lead to action under the Trust's disciplinary procedure, including but not limited to summary dismissal.

For the purposes of this clause "personal data breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data being processed by the Trust.

38. Confidential Information

This clause applies to any information obtained during the course of your employment with the Trust which is confidential in nature and of value to the Trust including but not limited to patient records and details, information relating to organisation or business contracts, information relating to financial affairs, service or commercial contracts and information relating to confidential policies of the Trust and its successor organisations ("Confidential Information").

You must always be aware of the importance of maintaining confidentiality of information gained by you during the course of your duties. This will in many cases include access to personal information relating to patients, service users and employees. You must treat all information in a discreet and confidential manner and particular attention is drawn to the following:

- Information regarding patients or service users must not be disclosed either verbally or in writing to unauthorised persons. It is particularly important that you should ensure the authenticity of telephone enquiries.
- Written records, computer records and correspondence pertaining to any aspect of the Trust's activities must be kept securely at all times.
- You have an obligation to ensure that computer systems which you use are protected from inappropriate access within your direct area of practice e.g. by ensuring that personal access codes are kept secure.
- All data held, its management and procedures must conform to the requirements of the General Data Protection Regulations [2018]. Under the Act patients, service users and staff have a right of access to their records on application to the appropriate manager. This can be read in conjunction with the Trust's Security Policy and Risk Management Policy.
- If it is necessary to share information in order to carry out your work effectively, you must make sure that as far as is reasonable this information will be exchanged on a strictly 'need to know' basis, using the minimum that is required and be used only for the purpose for which the information was given.
- If you are unsure about the status of any information or its disclosure, then you should seek advice from the Trust Secretary.
- Conversations relating to confidential matters affecting patients, service users or employees should not take place in situations where they may be overheard by passers-by, e.g. in corridors, reception areas, lifts and cloak rooms.
- The same confidentiality must also be observed in dealing with work related matters appertaining to work colleagues.
- Any breach of confidentiality may be regarded as misconduct or gross misconduct and may be subject to disciplinary action.
- The Data Protection Act governs personal information recorded on computer and unauthorised disclosure of such information is unlawful.
- All members of staff are responsible for the accuracy of the information they record.
- Nothing in this clause restricts the provisions of the Public Interest Disclosure Act 1998/ Part IVA of the Employment Rights Act 1996.
- Disclosure of confidential information, trade secrets or secret information other than in accordance with this clause may be detrimental to the business of the Trust and other relevant organisations and may amount to gross misconduct.
- In accordance with the Trust's policy on 'Standards of Business Conduct for NHS Staff', 'Code of Conduct for NHS Managers', and governance policies, including the Standing Orders and Standing Financial Instructions, relating to the Trust you will not obtain financial advantage, directly or indirectly, from a disclosure acquired by yourself in the course of your employment. Your duty of non-disclosure continues after termination of employment.
- Clause 23.2 shall not apply to information disclosed pursuant to any order of any court of competent jurisdiction or any information which, except through any breach of this or any other agreement by you, is in the public domain, is required by an appropriate regulatory authority or information disclosed for the purpose of making a protected disclosure within the meaning of Part IVA of the Employment Rights Act 1996.
- You may disclose confidential information for the purposes of carrying out your duties. However, you shall not, during the continuance of your employment or at any time after its termination for any reason, use or disclose to any person or persons whatsoever (except the proper officers of the Trust or under the authority of the Chief Executive) any commercially sensitive/confidential information and you shall use your best endeavour to prevent any such use or disclosure.

39. Ownership of Information

The Trust wishes to stress that all papers and files are the property of the Trust and remain so irrespective of origin or authorship. This includes any literary or other works created by you in the course of your employment which are either published and/or attributed to you. You are required to obtain the approval of your line manager in writing prior to creating any literary or other works and you hereby agree to pay to the Trust any remuneration which you may receive from the commission submission or publication of such works.

In addition, should you participate in any research activities with the Trust you must follow the research governance framework, details of which are available from the Medical Director.

40. Flexibility

It is a condition of your employment that you undertake such other reasonable duties as may be required of you by the Trust from time to time to meet the exigencies of the service.

41. Acceptance

This document and written acceptance will constitute your Contract of Employment. If you agree to accept the appointment on the Terms and Conditions specified, please sign and date one copy of this contract and return it via return email to the recruitment team, within 5 days of the date of issue. Please retain the second copy of the contract.

Copies of your contract and the reference documents referred to within it will be available for inspection at all reasonable times in the Human Resources Department. Reference documents will be amended, or new documents substituted to take account of future changes in your Terms and conditions of Employment.

_____ (Signature)

_____ (Name in capital letters)

_____ (Date)

Signed on behalf of South East Coast Ambulance Service NHS Trust

{loggedinusersignature.en-gb}
Tuesday, 23rd January 2024