

## **Record Keeping Policy**

***Our record keeping document has been created under Regulation 29 of the conduct regulations.***

Should documents be required, Kingdom Healthcare have the ability to provide the requested information within a 24-hour period, should the request be in line with Data Protection (GDPR) 2018 laws. All documents are stored within the business under our secure CRM/HR system, password protected and accessible by nominated individuals only.

### **Candidate Document Retention**

#### **Information from the hiring business**

As an agency, Kingdom Healthcare do not supply/introduce a potential work-seeker to a business without sufficient information or documentation, justifying their suitability for the role. We use the requirements of the external business alongside our recruitment process to ensure we have adequate information. Requirements are generally outlined as:

- The businesses identity and nature of business i.e. residential care home, nursing home or hospital.
- The date(s) of which the business need the candidate to commence work, the duration of work (or likely duration of work).
- The position the business needs to fill i.e. Healthcare Assistant, Registered Nurse, Support Worker etc.
- The risks involved with the role and the businesses responsibility for reducing those risks.
- The experience, training, qualifications etc. the business considers are necessary and/or required by law/professional body to work the position
- The rate and payment terms of the candidate

#### **Confirmation to be obtained about a work-seeker**

The core documents which Kingdom Healthcare seek to gather prior to putting a potential candidate out to work with a business are:

- Confirmation of the identity of a candidate
- Confirmation that the candidate has the experience, training, qualifications and any authorisation which the business considers necessary, or which are required by law/professional body, to work in the position offered.

#### **Steps to be taken for the protection of the candidate and hiring business**

Kingdom Healthcare ensure that prior to engagement with a business by supplying a candidate, we always take steps to ensure that the candidate and the hiring business are both aware of any requirements imposed by law or a professional body, which must be satisfied to enable to candidate to work for the business. This must be done without prejudice to any of its duties under any

enactment or rule of law in relation to health and safety at work, all enquires reasonably practical and ensure they're not detrimental to the interests of the candidates or the business in relation to the position which the business seeks to fill.

Where we receive or obtain information which gives reasonable grounds to believe that a candidate is unsuitable for the position with a hiring business, Kingdom Healthcare will immediately inform the business and stop the supply of that candidate to the business.

If Kingdom Healthcare receives information which indicates that the candidate may be unsuitable for the position with the hiring business, but the information does not give us reasonable grounds to believe that the candidate is unsuitable, without delay we will inform the business and make further enquiries as are reasonably practicable as to the suitability of the candidate for the position in question. Following this we will inform the business of any enquiries made and any further information we obtain. Should our investigation result in reasonable grounds that the candidate is unsuitable for the position concerned, we again will inform the business immediately and end the supply of that individual.

Generally, all information related to a temporary basis, though where we have supplied a permanent candidate to a business, should we received information that the candidate is unsuitable, we will inform the business immediately (within a 3-month window).

### **Provision of information to work-seekers and hirers**

Whilst gathering documents and going through our recruitment process, we ensure that at the same time we propose a candidate to a potential hirer, gives the hirer information we have been provided and includes under what terms the candidate will be provided i.e. contract of services.

At this point Kingdom Healthcare also gives the candidate all information above where applicable. In the case of employment, the candidate will be informed of the rate of pay for them to work in that position.

Where information is given verbally, Kingdom Healthcare ensure that the hiring business and the candidate receive all relevant information in writing prior to any official assignment of the candidate to the business.

Candidates are excluded from the provisions of information should we intend to supply them to a business where they previously worked in the same position in under 1 year.

### **Additional requirements where professional qualifications are required**

If the candidate is required by law or a professional body to have any qualifications, or authorisation to work in a position for which they are to be supplied to a business, caring for someone under the age of 18 or caring for a vulnerable individual (by reason of age, infirmity or any other circumstances), neither ourselves as the agency, or the hiring business may hire the candidate unless they have all relevant documents satisfied.

Documents further to those already listed include:

- Copies of any relevant qualifications and authorisation to share copies with businesses.
- Two professional references who are not relatives of the candidate, and who have agreed that the reference can be disclosed to a potential hirer.

Should we have taken all steps to ensure that the candidate fully complies with the actions above, but we have been unable to do so fully, instead we:

- Comply with the requirements to the fullest possible extent.
- Inform the hiring business that we have taken all reasonably practical steps to comply with the requirements and has been unable to do so; and
- Inform the hiring business of the steps we have taken in order to try and comply fully with the requirements.

### **Data storage/retention**

Potential candidates (work seekers), will have no documents retained unless they are formally offered work with ourselves at Kingdom Healthcare. A contact list with basic information is stored securely on our system to ensure that we can record if an individual has been contacted and the outcome of the conversation. For example, this document is a spreadsheet consisting of the individuals' name, contact number, general location and a note of whether they're happy for contact or are no longer looking for work. This is kept on file for 1 year and collected from job sites or referrals. If the individual is offered work, they will be removed from the contact sheet and transferred to our CRM/HR system alongside their documentation.

Candidate documents are generally retained for a maximum of 1 year under the Data Protection Act 2018 (underpinned by GDPR 2018), following the end of their employment. This is solely for the purposes of reference requests and potential investigations. Documents which fall under this umbrella include all training certificates, qualifications, proof of addresses, NI number, application forms, medical questionnaires and right to work documents.

Under the candidate's request, majority of the documents can be destroyed should they not be required for a lawful basis. The only documents which need to be retained to protect Kingdom Healthcare from potential prosecution at a later date are right to work, proof of NI and DBS. These will need to be retained for the purpose of establishing a statutory excuse as defined by Section 15 of the Immigration, Asylum and Nationality Act 2006 (amended in 2014).

All documents are stored on our electronic HR/CRM system Flo and retained within GDPR 2018 (Data Protection) laws. When the candidate is actively working, consultants in the business will have access to relevant documents only; but are unable to amend or change documents. Once the candidate has left Kingdom Healthcare, only management i.e. compliance manager, HR manager and the operational manager have access.

### **Client Document Retention**

Currently, Kingdom Healthcare do not operate with any other agency or hiring business, however we have provisions in place should that change moving forward.

Kingdom Healthcare may not enter into any contract or arrangement with another agency with a view to provide or facilitate the provision to a candidate or hirer of any services of an agency unless:

- Kingdom Healthcare has made enquiries to ascertain that the other company is suitable to act as an agency and received satisfactory answers to those enquiries.
- There is an agreement in place in what capacity we will work together.

- Kingdom Healthcare has informed the hiring business, should any payment be due to the candidate be paid to either the candidate directly, Kingdom Healthcare or the third company in the agreement, (agreed by Kingdom Healthcare).
- Where if the third company is paid, they have agreed that they shall pass the money to Kingdom Healthcare or the candidate within 10 days of receipt and provided that the applicable law of the agreement between Kingdom Healthcare and the third company does not prevent it.
- All records and agreements are made in writing and stored electronically.

Kingdom Healthcare may not assign or sub-contract any of its obligations under any contract or arrangement with a candidate or hiring business, to another agency unless:

- We have obtained consent from the candidate or business for whom it acts to the third company performing those obligations in place of Kingdom Healthcare.
- The terms upon which those obligations are assigned or sub-contracted are recorded in a single document and;
- Kingdom Healthcare has given the candidate or business, for whom it acts, a copy of that document.

Again, currently Kingdom Healthcare have not sub-contracted and responsibilities, though this document is in place to outline should we sub-contract in the future.

### **Situations where candidates are provided with travel or required to live away from home**

Kingdom Healthcare do not arrange an au pair to take a position if the au pair is required to repay the hiring business or ourselves the fare for the journey from their home to the place of work (and visa versa), out of money payable to the au pair by the hirer or ourselves.

We are only able to provide a candidate with position with a business, where to take that position the candidate must occupy accommodation other than their home if:

- Suitable accommodation is available before they start work.
- The candidate is provided with details of the accommodation alongside any terms i.e. any cost to the candidate.
- Suitable arrangements have been made for the candidate to travel to the accommodation.

As per the Employment Rights Act 1996, where the candidate is under the age of 18 and free travel has been arranged, and the position does not start or end when expected, a free return journey must be arranged. We will give notice to the candidate setting out the details of the free travel, or payment of fares including any conditions on which the same are offered. Travel expenses will either be paid by the hiring business or us at Kingdom Healthcare. Should the hiring business agree to pay and then do not, Kingdom Healthcare will cover these costs.

The candidate has the right to request any information about a role prior to accepting as reasonably possible. It is Kingdom Medical's duty to provide the information requested where appropriate.

Kingdom Healthcare are not able to provide a candidate under the age of 18 with work which will require them to live away from home unless, we have consent from a parent or guardian of that candidate. This does not apply in relation to a person under the age of 18 whom section 25 of the Child and Young Persons Act 1933 or section 42 of the Children and Young Persons Act 1963 applies.

Under no circumstances does Kingdom Healthcare arrange a position for a candidate on the basis that the candidate is to be loaned money by either the hiring business or Kingdom Healthcare, to meet

travel or other expenses, on terms that the candidate is to be required to repay a sum greater than the sum loaned. Where money is lent to a candidate to meet travel or other expenses for them to accept a position, the candidate will be issued a document setting out details of the amount to be loaned and the terms for repayment. This is in the case that we or the business are not aware of the details.

### **Summary**

All agreements are recorded in writing and stored electronically, either on our HR/CRM system Flo, or on Microsoft One Drive. All parties are made aware of either the terms of their employment, or terms of their hires. Regulation 29 of the conduct regulations is followed to ensure all laws are met and Kingdom Healthcare is protected from any potential disputes.

Documents are all stored for a minimum of 1 year after their creation. They are further retained for at least one year following the date that they have last provided them to the client or candidate.