



TERMS OF USE –WORKERS

Thank you for visiting Nottingham City General Practice Alliance’s website portal StaffBank (**StaffBank**), which has been developed to deal with the short term staff capacity issues that our member general practices face on a daily basis.

Before you access StaffBank, we ask that you carefully read the following Terms of Use together with our Privacy Policy, which can be accessed [here](#). We reserve the right to change these Terms of Use and our Privacy Policy at any time, and each visit you make to StaffBank will be subject to the current terms of use and Privacy Policy.

By using StaffBank you agree to be bound by the provisions set out in these Terms of Use and the Privacy Policy. You agree to review these Terms of Use regularly to ensure you become aware of any revisions to them and by continuing to access StaffBank you agree to be bound by the revised Terms of Use. If you do not agree to be bound this way, please stop using StaffBank. For the avoidance of doubt, these Terms of Use do not constitute a contract between you and NCGPA.

1. DEFINITIONS

1.1 In these Terms of Use words in bold in the text have a particular definition and you can find those definitions at paragraph 19.

2. INFORMATION ABOUT US

2.1 StaffBank is a web-based application owned and developed by Nottingham City GP Alliance, a company registered in England and Wales under registration number 09960882, with its registered office at NHS Upper Parliament St, 79a Upper Parliament St, Nottingham NG1 6LD.

2.2 If you have any concerns about material which appears on StaffBank please email staffbank@ncgpa.org.uk or telephone the NCGPA office on 0115 8240583.

3. **ACCESS TO STAFFBANK**

3.1 StaffBank is provided on a temporary basis and we do not guarantee that StaffBank will always be available or uninterrupted. NCGPA aims to update StaffBank regularly and reserves the right, without notice, to alter, update, withdraw, suspend, amend or discontinue any part (or the whole) of StaffBank. We will not be liable if for any reason StaffBank or any part of it is unavailable at any time or for any period.

4. **SETTING UP AN EMPLOYEE or LOCUM PROFILE**

4.1 By signing up to StaffBank, you agree to upload the following information to the StaffBank system in order to create your Employee Profile:

4.1.1 your name and contact details,

4.1.2 your current official job description;

4.1.3 your current Rate of Pay;

4.1.4 your experience, training and qualifications; and

4.1.5 evidence that your Disclosure and Barring Service (**DBS**) certificate is up-to-date in accordance with paragraph 5.

4.2 In setting up your Employee or Locum Profile you confirm that all information submitted is complete and accurate and that you will keep such information accurate and up to date.

4.3 You acknowledge that NCGPA may monitor any and all information uploaded to StaffBank. This information must be verified as correct by either:

4.3.1 The practice manager of your Lending Practice (in the case of employees); or

4.3.2 The StaffBank registration manager at NCGPA (in the case of Locums)

before it can be made available to any potential Hiring Practice.

- 4.4 We will not be responsible, or liable to you and/or any third party, for the content or accuracy of any materials posted by you or any other user to StaffBank.
- 4.5 If you are provided with a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party.
- 4.6 We have the right to suspend your account and disable any user identification code or password, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.
- 4.7 If you know or suspect anyone other than you knows your user identification code or password, you must promptly notify us at staffbank@ncgpa.org.uk or telephone the NCGPA office on 0115 8240583.
- 4.8 The internet is not a secure medium and privacy cannot be assured. We therefore do not accept responsibility for any harm or damage you may experience or incur by sending personal or confidential information to us over the internet or if we send you such information at your request.

5. **DBS CHECKS**

- 5.1 By signing up to StaffBank, you agree to register for the [DBS update service](#) and to bear the annual registration cost of doing so. This will ensure that your records are maintained so that a Hiring Practice may log-in to the DBS at any time to verify that your DBS certificate is up to date.
- 5.2 NCGPA reserves the right to restrict your access to StaffBank if you fail to register to the DBS update service.

6. **HOW DOES STAFFBANK WORK?**

- 6.1 Once the information uploaded to your Employee Profile has been verified as correct either by the practice manager of your Lending Practice (employees), or Registration Manager at NCGPA (Locums) it will be available to view by all other NCGPA member Hiring Practices.
- 6.2 If a Hiring Practice wishes to engage you to carry out some additional work based on the information supplied in your Employee Profile, you will be contacted by an authorised representative of the Hiring Practice through the StaffBank messaging system setting out details of the work. You may accept

or decline the additional work, and in no circumstances are you under any obligation to accept.

- 6.1 If you have provided any additional contact details in your Employee Profile and are contacted by the Hiring Practice in any way other than for purposes relating to StaffBank and/or you feel harassed at any point and/or believe that your privacy has been invaded, you must inform NCGPA as soon as reasonably possible so that it can investigate the matter further.

7. YOUR OBLIGATIONS

- 7.1 If you have agreed to accept additional work from a Hiring Practice, you also agree to:

7.1.1 arrive promptly at the Hiring Practice's premises at the date and time notified to you by the Hiring Practice and to remain there for the duration of the shift;

7.1.2 co-operate with the Hiring Practice's reasonable instructions and comply with all reasonable directions of, or restrictions imposed by, any responsible person in the Hiring Practice;

7.1.3 observe any relevant rules and regulations of the Hiring Practice of which you have been informed or of which you should be reasonably aware including all safety procedures and dress codes;

7.1.4 not engage in any conduct detrimental to the interests of either the Lending Practice or the Hiring Practice; and

7.1.5 comply with all relevant statutes, laws, regulations and codes of practice from time to time in force in the performance of the Agreed Services.

8. FAILURE TO CARRY OUT THE AGREED SERVICES

- 8.1 You are not under any obligation to accept any additional work from a Hiring Practice, but if you do accept a position and fail to attend the Hiring Practice to carry out the Agreed Services, you acknowledge that, subject to conditions 8.2 and 8.3 below, NCGPA reserves the right to remove your Employee or Locum Profile from StaffBank and you will not be paid by your Lending Practice or NCGPA.

- 8.2 If you have accepted any additional work from a Hiring Practice but are subsequently unable to attend the Hiring Practice to carry out the Agreed Services because of illness, injury or any other reason, you must give the Hiring Practice as much advance notice as is reasonably possible so that the Hiring Practice can make alternative arrangements.
- 8.3 If you are unable to carry out the Agreed Services on more than one occasion (notwithstanding the fact that you have notified the Hiring Practice in advance of your absence), your Employee Profile may be removed from StaffBank.
- 8.4 If, either before or during the performance of the Agreed Services, you become aware of any reason why you may not be suitable to carry out the Agreed Services, you must notify your Lending Practice (for Employees) or NCGPA (for Locums) without delay.

9. **REMUNERATION**

- 9.1 Subject to the Hiring Practice approving your time sheets in accordance with paragraph 10 below, an invoice payable to the Lending Practice (for employees) or direct to the Locum (for locums) for all time spent by you in carrying out the Agreed Services will be automatically generated and sent to the Hiring Practice for settlement within 10 days. For employees, The Lending Practice shall then pay you for the Agreed Services in the next payroll month following settlement of the invoice by the Hiring Practice.
- 9.2 If you have accepted an assignment but are unable to carry out the Agreed Services for any reason you accept that you will not receive payment from either the Lending Practice or the Hiring Practice for time not spent carrying out the Agreed Services, except where provided for in these Terms of Use or any applicable statutory entitlement.

10. **TIMESHEETS**

- 10.1 At the end of the Agreed Services, it is important that you log-in to StaffBank in order to:
 - 10.1.1 access your electronic timesheets to complete all details of the number of hours you have worked; and
 - 10.1.2 submit the captured timesheets to your Hiring Practice for approval.

- 10.2 In the event that the Hiring Practice, for whatever reason, rejects any timesheet submitted by you, NCGPA will be notified and will investigate (in a timely fashion) what hours, if any, were worked by you at the Hiring Practice. Failure to submit a time sheet promptly or accurately may lead to delays in any payment due to you.
- 10.3 If the Hiring Practice rejects your completed timesheet as a result of your failure to comply with the obligations set out in paragraph 7 you shall not be paid for the Agreed Services and NCGPA reserves the right to remove your Employee Profile from StaffBank.
- 10.4 You acknowledge and accept that it could be a criminal offence under the Fraud Act 2006 to falsify any time sheet, for example by claiming payment for hours that were not actually worked.

11. **ABSENCE**

- 11.1 You acknowledge that you will not be paid by either your Lending Practice (employees), Registration Practice (locums) or the Hiring Practice for any hours or part hours not worked in carrying out any additional work at a Hiring Practice, whether in respect of illness, injury or absence for any other reason, subject to any applicable statutory entitlement.

12. **MEDICAL INDEMNITY**

- 12.1 You acknowledge that it is your responsibility to maintain, with a reputable insurance company, appropriate medical indemnity insurance to cover the liabilities that may arise from or in connection with carrying out additional work at a Hiring Practice. The Hiring Practice shall not be responsible for any additional costs associated with any increase in your indemnity cover.

13. **YOUR PRIVACY**

- 13.1 We process information about you in accordance with our Privacy Policy which is incorporated into these Terms of Use and which sets out the terms on which we process any information collected about you for the purposes of StaffBank. By using StaffBank you consent to such processing and you warrant that all information provided by you is accurate. To view the Privacy Policy please click [on Privacy policy found on the staffbank website.](#)

14. **INTELLECTUAL PROPERTY RIGHTS**

- 14.1 We are the owner or licensee of all intellectual property rights in StaffBank and all design, text, pictures, graphics (and the selection and arrangement of them), software compilations, coding, underlying source code, software and all other material on StaffBank. All such rights are reserved.
- 14.2 You may retrieve and display the content of StaffBank on a computer screen, store such content in electronic form on disk (but not on any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on StaffBank without our written permission.
- 14.3 Infringement of any rights in StaffBank or the materials associated with StaffBank may lead to criminal and/or civil sanctions.
- 14.4 If you copy, print or download material from StaffBank in breach of these terms you must immediately cease to use StaffBank and erase, destroy and/or return any unauthorised materials to us.
- 14.5 If you believe that any content on StaffBank in any way infringes intellectual property rights belonging to you or any third party please contact us immediately identifying your rights and the material you claim is infringing your rights.

15. **LIMITATION OF LIABILITY**

- 15.1 Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law, for example those relating to the rights of consumers.
- 15.2 StaffBank relies on content provided by its members and other resources and whilst we try to ensure that material included on StaffBank is correct, reputable and of high quality, we do not make any warranties or guarantees in relation to that content. If we are informed of any inaccuracies in the material on StaffBank we will attempt to correct the inaccuracies as soon as we reasonably can.

15.3 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise that was unforeseeable by us at the time you used Staffbank.

16. **VIRUSES**

16.1 Please note that there are inherent risks in communication via the internet and although we will use our reasonable endeavours to prevent contamination of any material sent to you with any virus or similar destructive code we do not guarantee that Staffbank will be secure or free from viruses, bugs or similar destructive programs or code.

16.2 We do not, to the maximum extent permitted by law, accept any liability for any virus or similar destructive code which any computer equipment and/or software used by you may suffer as a result of your accessing Staffbank and/or any other communication via the internet between you and us.

16.3 It is your responsibility to scan what you choose to download from StaffBank to ensure that it is free of such items as viruses, worms, trojan horses, logic bombs and other similar destructive code.

16.4 You must not introduce any viruses, worms, trojan horses, logic bombs or other similar destructive code or malicious material to StaffBank. You must not attempt to gain unauthorised access to StaffBank, the servers on which it is stored or any server, computer or database connected to StaffBank, nor attack StaffBank using a denial of service attack or a distributed denial of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We may report any such breaches and disclose personal data relating to you to any relevant law enforcement agency. In the event of such a breach, your right to use StaffBank would cease immediately.

17. **MISCELLANEOUS**

17.1 You may not transfer any of your rights under these Terms of Use to any other person. We may transfer our rights under these Terms of Use to another business or person where we reasonably believe your rights will not be affected.

17.2 If you breach these Terms of Use and we choose not to take immediate action, such inaction shall not constitute a waiver of our rights and remedies

and we will still be entitled to use such rights and remedies at a later date or in any other situation where you breach the Terms.

17.3 You accept that nothing in these Terms of Use shall amend the terms of the employment contract between you and your Lending Practice, nor make you an employee or worker of any Hiring Practice or of NCGPA.

18. **APPLICABLE LAW**

18.1 Terms are subject to the laws of England and Wales and you and we agree to the non-exclusive jurisdiction of the courts of England and Wales.

19. **DEFINITIONS**

- 19.1 "**Agreed Services**" means the services agreed by email as between you and the Hiring Practice from time to time;
- 19.2 "**Employee Profile**" means the profile set up by you as defined in paragraph 4.1;
- 19.3 "**Hiring Practice**" means any general practice which is a member of the NCGPA that offers employees from a Lending Practice the opportunity to carry out additional work at the Hiring Practice from time to time on a temporary basis;
- 19.4 "**Lending Practice**" means any general practice which is a member of the NCGPA whose employees carry out additional work at a Hiring Practice from time to time;
- 19.5 "**NCGPA**" means Nottingham City General Practice Alliance;
- 19.6 "**Registration Manager**" means any employee of NCGPA who is trained on the process of StaffBank verification to register the details of individual locums on StaffBank.
- 19.7 "**Privacy Policy**" means the privacy policy described in more detail at paragraph 13; and
- 19.8 "**Rate of Pay**" means the hourly rate of pay that is paid to you by your Lending Practice.

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