

POL6 – Moonlighting Policy and Procedure

Serendipity Healthcare Ltd
Unit 5 Millennium Way, Dunston, Chesterfield, Derbyshire, S41 8ND



1. Purpose

- 1.1 To Maintain the health and safety of Employees and avoid potential conflict of interest
- 1.2 To reduce risk to Service Users by avoiding Employees getting overtired or overworked from performing duties outside of the knowledge of Serendipity Healthcare Ltd
- 1.3 To Support Serendipity Healthcare Ltd in meeting the following Key Lines of Enquiry:

Key Question	Key Lines of Enquiry
EFFECTIVE	E2: How does the service make sure that staff have the skills, knowledge, and experience to deliver effective care and support?
SAFE	S2: How does the service make sure that there are enough suitable staff to support people to stay safe and meet their needs?

- 1.4 To meet the legal requirements of the regulated activities that Serendipity Healthcare Ltd is registered to provide:
 - Working Time Regulations 1998
 - Health and Safety at Work Act 1974

2. Scope

- a. The following roles may be affected by this policy:
All staff
- 2.2 The following Service Users may be affected by this policy:
Service Users
- 2.3 The following stakeholders may be affected by this policy:
Commissioners
Local Authority

3. Objectives

- 3.1 All Employees and Workers should be aware of their obligations under this policy, whilst ensuring that Serendipity Healthcare Ltd is aware of and can monitor any member of staff's outside interests in order to comply with their legal obligations to ensure that Safeguarding issues do not arise.

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4. Policy

- 4.1 This policy only applies to Employees and, unless specified, does not apply to Workers or any other category of individual who performs work for Serendipity Healthcare Ltd. Workers are free to work for other organisations providing that Serendipity Healthcare Ltd is kept completely up to date with their total number of hours worked both for Serendipity Healthcare Ltd and other organisations. This is to ensure that the Worker is not working in an unsafe way.
- 4.2 Serendipity Healthcare Ltd recognises that from time-to-time Employees may wish to or receive a request to accept separate employment with another employer or pursue outside business interests whilst remaining in the employment of Serendipity Healthcare Ltd.
- 4.3 Although Serendipity Healthcare Ltd has no desire to unreasonably restrict an Employee's external activities, it must seek to protect its own interests, those of all its employees and those of its Service Users.
- 4.4 It is the policy of Serendipity Healthcare Ltd that Employees will not be permitted to undertake any business activities, or other work for which they receive payment. This is particularly the case where Serendipity Healthcare Ltd considers that this is incompatible with its interests or the interests of its Service Users and, in any event, unless the Employee has obtained the prior written authorisation of the Registered Manager.
- 4.5 In addition, Employees must not undertake any private work for Service Users unless there are exceptional circumstances, such as:
- The work would clearly be for the benefit of the Service User
 - Approval has been sought and obtained by the organisation providing funding to that Service User
 - Work provided is subject to controls on charging and quality to ensure that there are no regulatory, health and safety or other legislative breaches which result from the Employee conducting the private work
- At all times, any private work is subject to authorisation by Serendipity Healthcare Ltd and such authorisation may be withdrawn entirely at the discretion of Serendipity Healthcare Ltd.
- 4.6 Serendipity Healthcare Ltd reserves the right to permit the Employee to undertake private work on a trial basis so long as Serendipity Healthcare Ltd is actively involved in the day-to-day arrangements for this.
- 4.7 This policy does not form part of an employee's contract of employment and may be amended at any time.

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5. Procedure

- 5.1 When an Employee proposes to accept additional employment or external business interests, they must request an interview with the Registered Manager with a view to establishing the impact of these activities on Serendipity Healthcare Ltd.

The Employee will be asked to provide full details of the proposed work, and specific consideration must be given to the following areas:

- **Working hours:** Is the Employee proposing to conduct their affairs entirely outside their contractual hours of work, or is there likely to be some overlap? Will the Employee be working longer hours than are allowed under the Working Time Regulations without an opt-out agreement?
- **Competition:** Is the Employee intending to work in competition with Serendipity Healthcare Ltd, either in their own right or for a competing organisation? If so, is there a real risk of a conflict of interest or confidential information being used to the detriment of Serendipity Healthcare Ltd?
- **Health, safety, and welfare:** Is the Employee proposing to conduct work which is inherently hazardous and where the risk of injury is high; and is the extra work likely to cause undue fatigue, stress, etc. which will affect job performance with Serendipity Healthcare Ltd?

- 5.2 After investigating, the Registered Manager may authorise the proposed activities or may suggest a trial period. If, however, the Registered Manager considers that the proposed activities are incompatible with the individual's obligations to Serendipity Healthcare Ltd, permission will be refused.

Either way, this will be communicated to the employee in writing and if refused, the Registered Manager will detail the reasons for refusal.

- 5.3 If permission is granted for the Employee to undertake private work in accordance with this policy, the Employee will ensure that the Registered Manager given regular updates as to the additional hours worked to ensure that Serendipity Healthcare Ltd can comply with its obligations.
- 5.4 Following completion of a trial basis, Serendipity Healthcare Ltd will notify the Employee in writing to confirm whether the Employee's request to conduct private work, in accordance with this policy, is authorised or refused.
- 5.5 If at any time the Employee's private work begins to affect or restrict their ability to perform their duties for Serendipity Healthcare Ltd, Serendipity Healthcare Ltd reserves the right to withdraw its permission and the Employee will be notified in writing and will be provided with reasonable notice of this.

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6. Definitions

6.1 Moonlighting

Work that is performed outside the employment contract, normally without the knowledge of the employer.

6.2 Employee

An individual who has entered into or works (or worked) under the terms of a contract of employment, whether such contract is expressly agreed (in writing or orally) or is implied by the nature of the relationship

6.3 Worker

Under this policy this means:

An individual who is not an employee.

- An individual who has entered into or works under any contract, whether express or implied and (if it is express) whether oral or in writing, whereby the individual undertakes to do or perform personally any work or services for another party to the contract whose status is not by virtue of the contract that of a client or customer of any profession or business undertaking carried on by the individual
- This will include any individual who is on a casual and/or zero hours contract

Last Reviewed:
26th January 2022