

# Carer Confident

## Terms and Conditions of Entry

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## 1. Background

- Carer Confident is operated by Employers for Carers (EFC), Carers UK's business forum.
- Your registration for entry to Carer Confident is activated on the day you submit your Application Form.
- The terms applicable to your participation in Carer Confident are set out below and unless you withdraw your application you are bound by these Terms and Conditions including any amendments made.

## 2. Eligibility

- Carer Confident is open to all Employer for Carers members as well as employers from the private sector (such as companies, firms, LLPs or partnerships), the public sector (such as public sector organisations and bodies) and the voluntary sector.
- Entries to Carer Confident are encouraged from employers of all sizes - small, medium or large. Individual business or units/departments of larger organisations are also eligible so long as the name and content of the entry reflects the business unit/department and not the parent organisation.

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## 3. Application submission

- Your completed application together with all accompanying evidence must be sent to [carer.confident@carersuk.org](mailto:carer.confident@carersuk.org)
- Employers for Carers will check and confirm the eligibility of the application.
- All main sections of the application must be completed for an application to be assessed.
- All evidence documents listed on an Application Form must be submitted together with the application. If this is not the case Employers for Carers reserves the right to disqualify an application and request a resubmission.
- All evidence documents must be submitted in the recommended file formats and should not exceed the size indicated (further information about file size and formats can be found on the Application Form).
- Entries must not exceed the maximum word count stipulated in the Application Form. When a word count limit is exceeded only the part of the answer that is within the word limit will be taken into consideration.

## 4. Your Carer Confident benefits

Your Carer Confident entry benefits (for each level) include:

- Access to Carer Confident materials at [www.carerconfident.org](http://www.carerconfident.org) for the assessment process.
- Telephone support (one dedicated call).
- Assessment of evidence.
- Written feedback report, including a score.
- Award certificate and achieved Carer Confident level logo (if benchmark level is met).
- Use of achieved Carer Confident level logo on job adverts, company websites, intranets, email footers, etc.

Employers for Carers will provide support to applicants by responding to queries emailed to [carer.confident@carersuk.org](mailto:carer.confident@carersuk.org)

## 5. Data Policy

Employers for Carers is committed to comply with the highest standards of data security and compliance and we will adhere to the new regulations of the GDPR (General Data Protection Regulation). We take responsibility for protection of your personal data seriously and will take care in use and handling of your personal data.

Our data policy applies to all information you provide about your organisation and about individual members of staff to us via the systems used to manage the entry process, including the Application Form.

### **Collection and Use of Personal Data**

During your interaction with us, we collect personal details such as names, addresses, email addresses, and other details to provide you with information or reply to your queries.

We will use personal data collected to:

- communicate with you about a submission or content you have provided;
- provide support;
- send you marketing communications about activities, promotions or events related to Carer Confident that may be of interest or use to you.

### **Commercially sensitive data**

In your Carer Confident Application Form you are required to disclose information related to your organisation's internal processes, policies and practices. All data

submitted for benchmarking purposes will be regarded as commercially sensitive and kept confidential and secure. We will not share any commercially sensitive information or personal data you have provided in your application including names, email addresses or other personally identifiable information with anyone outside Carers UK and Employers for Carers and this data will solely be processed for the purposes of assessing your Carer Confident application.

### **Your Rights and Responsibilities**

- You have the right to access the personal data which we hold about you and to have any errors corrected. It is your responsibility to ensure that we have correct contact information. This will enable us to provide you with the best service possible.
- If at any time you wish your personal data to be completely removed from all our systems, or if you just want to update any personal data we have about you, please send an email to [governance@carersuk.org](mailto:governance@carersuk.org) or write to us at Carers UK, 20 Great Dover Street, SE1 4 LX, London marking your letter FAO: Data Protection Advisor.

## **6. Disclosure**

The Carer Confident benchmark is an internal management tool designed to help organisations with building and sustaining support for carers in their workplace. Benchmark reports and feedback are therefore confidential and Carer Confident participants should not share the content of their reports, including scoring, externally.

Participants are, however, encouraged to share these internally in order to help enhance and sustain support for carers in their workplace.

When your organisation has achieved a Carer Confident level, you will be provided with:

- Award Certificate (dated with the year of your achievement).
- Achieved Carer Confident level logo.

Your Award Certificate and achieved Carer Confident level logo can be used in the public domain for the period they are valid for. If your Carer Confident application was made by an individual unit/department within your organisation and not on behalf of an entire organisation, this caveat must be included in any communications about the achievement of the benchmark.

## **7. Feedback and Results**

All eligible entries will receive a confidential email following the assessment process with the results of their entry within 4-6 weeks from the date of the Application Form submission.

If there are missing evidence documents Employers for Carers may choose to not disqualify the entry and allow the applicant to submit these at a later stage but this will delay the assessment process. You will be informed about this delay by email.

The results will be one of the following:

- Successful in achieving Carers Confident (level applied for)
- Unsuccessful in achieving Carers Confident (level applied for)

Together with your results you will receive a feedback report supporting the results.

## 8. Renewals

To ensure organisations are monitoring and sustaining their progress, the awarded benchmark is valid for three years.

At the midway point (18 months), accredited organisations will be asked to declare their support for carers is still in place. This will be in the form of a simple self-declaration and Employers for Carers will provide you with an opportunity to check that nothing substantial has changed and that your submission is still active and valid (and, if relevant, that you have complied with any new legal requirements occurring since your award).

Approximately four months before your award expires we will get in touch with you to remind you to renew and to give you details about how to reapply.

To maintain your award and avoid a gap between the expiry of your original award and your renewal, we recommend that you apply at least two months in advance of the award expiration. If your assessment progresses smoothly, this should mean that your next award is in place before the expiry of the initial one.

If you don't wish to renew your award, your listing will be removed from our website at the end of the three-year period.

## 9. Entry Payments and Cancellations

- The entry fee rate is £500 +VAT per application for Employers for Carers member organisations and £2,000 +VAT per application for non-Employer for Carers members.
- Entry is for one level of Carer Confident.
- Payment must be received within 30 days of receipt of the invoice.
- Payment can be made by BACS or Direct Debit. If entry payment remains outstanding Employers for Carers will notify organisations by telephone, email or letter. Employers for Carers reserves the right to cancel the entry for Carer Confident if an invoice remains outstanding 3 months after its issue date.

- Approximately one month prior to the date of annual certificate expiry, Employers for Carers will send an email reminder that your Carer Confident certificate is due for renewal and will inform you about the renewal process.
- If you do not renew your Carer Confident certificate you are obliged to cease using any Carer Confident related material including your Award certificate and achieved Carer Confident level logo.

## 10. Intellectual Property Rights

Under no circumstance does the entry for Carer Confident provide the organisation applying with any right(s) of ownership and/or possession of any material(s), image(s), text(s), software, project(s) or equipment that is/are used or owned by Employers for Carers and Carers UK.

## 11. Other terms

- Employers for Carers:
  - Accepts no responsibility for any damage, loss, liabilities, injury, disappointment incurred or suffered by you as a result of entering Carer Confident.
  - Further disclaims liability for any injury or damage to your or any other person's computer relating to or resulting from participation in or downloading any materials in connection to Carer Confident.
- Each applicant warrants that the information submitted in their Carer Confident Application Form is accurate, that it is not defamatory and that it shall not infringe any third-party rights including, without limitation, privacy or data protection.
- Each successful applicant agrees that Employers for Carers may publish their company name on the Employers for Carers and/or Carer Confident websites and other relevant promotional material, however, Employers for Carers is under no obligation to publish or exhibit any such information. Employers for Carers will not publicize the level achieved without your permission.
- Employers for Carers reserves the right at any time to modify or discontinue the Carer Confident scheme with or without prior notice.

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## 12. Complaints and appeals

### Complaints Procedure

- Any complaints regarding Carer Confident can be made by emailing [carer.confident@carersuk.org](mailto:carer.confident@carersuk.org)

### **Appeal Process**

- Appeals, in conjunction with grounds outlining the reasons for appeal, must be sent to [carer.confident@carersuk.org](mailto:carer.confident@carersuk.org) within 5 working days of receipt of any Carer Confident results.
- An internal Carers UK and Employers for Carers panel comprising of senior colleagues will consider the appeal. The appeal panel will inform you of their decision within 15 working days after receipt of your appeal.
- There is no guarantee that the original result will change, and the decision of the Carers UK and Employers for Carers appeal panel is final.

### **13. Variation of Terms and Conditions & Governing Law**

These terms and conditions may be revised from time to time. If they are revised, Employers for Carers will notify organisations registering for Carer Confident or those organisations holding a Carer Confident Award Certificate. It is the registering organisation's responsibility to keep up-to date with all such changes and your continued participation in Carer Confident shall be deemed acceptance of any changes to these terms and conditions.

The Carer Confident scheme these Terms and Conditions shall be governed by English law.

### **Carer Confident Contact Details**

T: 020 7378 4956

E: [carerconfident@carersuk.org](mailto:carerconfident@carersuk.org)

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