

Letter of Understanding between EBP South and Employers Providing Work Experience

To ensure that the principle conditions of the Work Experience Programme and the arrangements between the Employer and EBP South are fully understood, Employers are asked to confirm acceptance of the following essential points.

1. The student will carry out worthwhile and meaningful work, as described in the agreed job description. The Employer will ensure that the work is planned by a responsible person. The student will be given an effective Health and Safety induction before starting work and will receive appropriate instructions and supervision during the period of work experience.
2. Supervision will be provided by a suitable, responsible and competent named person.
3. The Employer will ensure that the student does not operate machinery unless adequate instruction and competent supervision can be provided in order for it to be used safely. The Employer shall not require the Student to carry out work of an unsuitable or inappropriate nature. The Employer will ensure that the Student wears protective or special clothing/protective equipment as and when necessary. All prohibitions will be recorded on or attached to the Job Description / Health and Safety Statement.
4. The Employer will inform EBP South if there have been any significant changes since the last use of the work placement.
5. The Student will not receive any payment for their work. Employers are not obliged to assist with expenses but may, if they so wish, make a contribution directly to the Student towards the extra cost of meals and travel expenses.
6. The Student will work the hours shown on the Work Experience Own Placement Form / Agreement Form.
7. The Student will be required by EBP South to sign an Agreement stating that they will
 - not disclose any information confidential to the Employer
 - follow all safety, security and other instructions given by the Employer
 - pass on to their parents or carers any information from the Employer regarding arrangements for their personal health, safety or welfare (including Risk Assessment information)
8. The Student's parent or carer will confirm that they do not suffer from any complaint which may cause a hazard either to the Student or those working with them. The school will be required to inform the Employer of any known details requiring special attention in order to secure a successful placement.
9. The Employer undertakes to ensure appropriate Employer's Liability Insurance cover against accident or injury caused to the Student by the negligence of the Employer or the Employer's staff. The Employer will accept (by way of insurance or otherwise) liability for loss, damage or injury caused by the Student in carrying out the tasks allocated to them in accordance with the Employer's instructions.
10. All parties, in accordance with normal practice, will observe all current relevant legislation, including approved codes of practice relating to Health and Safety, Equal Opportunities and Child Protection.
11. The Employer will provide a safe and healthy working environment which covers

Welfare facilities	Emergency Arrangements
Equipment	Risk Assessments as necessary
Safe Systems of work	
12. The Employer agrees to provide reasonable access for the purpose of monitoring the student.
13. In cases of accident or sickness occurring to the Student whilst under the supervision of the Employer, the Student will be allowed to use whatever first aid facilities the Employer provides. The Employer will notify EBP South without delay and arrange for appropriate action to be taken.
14. The Employer will provide EBP South with an accident report, in writing, following any accident which causes injury to a Student on work experience and will report the accident to the enforcing authority, if appropriate, within the time limit stipulated.

Student's name		
School		
Job Title		
No. of working days	Start date	End date

GDPR:

We hold personal data securely in order to deliver the Work Experience programme in line with the UK Statutory Retention Period – Records Relating to Children and Young Adults:

- Until the child/young adult reaches the age of 21.
- See: Limitation Act 1980.

EBP South is the Data Controller for this information. Collsys is the Data Processor for this information acting on EBP South's instructions for the purpose of delivering a contract around the hosting and supporting EBP South's Work Experience Data in Collsys Work Experience Software, which we use to store the information provided to us, as identified under this privacy notice. Forms will also be stored on EBP South's SharePoint system which is supported by EBP South's IT provider. Please see our data protection policy on our website.

The categories of information that we collect, hold and share:

The following personal information is processed:

- Employer name, address and contact details
- Job description related to the work experience opportunity

CHILD PROTECTION GUIDANCE FOR PLACEMENT PROVIDERS

For adults working with young people, particularly those still of compulsory school age, it is important to be aware of potentially difficult situations. By following the simple guidance outlined below it should be possible to ensure that the placement is a secure and productive environment for both the provider and the student.

- **Behaviour**

Whilst it is important to reassure a young person who may be nervous in a new placement and reliant on your guidance, you should avoid being over familiar. Never permit 'horseplay' which may cause embarrassment or fear. Staff language and behaviour in the workplace needs to be compliant with company policy. Placement supervisors and students should be made aware of the expectations as part of the induction process. It is good practice to let students know if they have any concerns, who they should report these to.

- **Environment**

Where possible avoid being on your own in an isolated or closed environment with a young person.

- **Touch**

There may be occasions when you need to touch a young person (e.g. when you are guiding them in carrying out a technical operation) but these should be kept to a minimum.

- **Mentor**

Those placed immediately in charge of young people should be competent in their work-role, mature in their attitudes, and, at the same time, be at ease with them and without favour or bias, regardless of the pupils age, culture, race, caste, disability, gender or sexuality, in line with the company's equal opportunities procedures.

- **Travel**

Ensure that there is a known destination and check-in times with a third party in situations where a young person will be travelling alone with an adult during the placement. It is a good idea to make available a mobile phone (or equivalent) in such situations. Parental permission will be required.

- **Disclosure**

Occasionally young people may disclose confidential information to a work colleague that gives rise to concern for their physical or emotional safety. In such situations you should speak to your line manager and share your concern with an appropriate representative of the education provider (usually this will be a school's work experience co-ordinator or the head teacher) or the Education Business Partnership (EBP).

Employers should seek advice in confidence from EBP about any problems with which they feel uncomfortable.

- **Disqualification**

You are reminded that you are required by law to protect children from harm and that any employees are required, under the Criminal Justice and Court Services Act, to declare that they are disqualified from working with children.

- **DBS Disclosures**

Anyone who will be supervising a person on work experience could require an Enhanced DBS Check if the person on work experience is under the age of 18 and particularly if a supervisor spends every day or long periods of time alone with that child under age 18.

Please note: Anyone who has 'supervision of young people' written into their job description is required by law to be DBS checked

**** PARENT/CARER TO KEEP THIS PAGE****

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- See: Limitation Act 1980.

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The categories of information that we collect, hold and share:

The following personal information is processed:

- Student's personal information (Name, Age, Date of Birth, and School).
- Staff's name, contact email and educational establishment.

Student's Name:		Date of Birth:
School:		Year Group:
WEX Start Date:	WEX End Date:	

Employer **MUST** have ‘**Employers’ Liability Insurance**’ in place for a placement to be accepted by EBP South.
Placements will be **DECLINED** without the correct insurance details in place.
(Please do not confuse with ‘Public Liability Insurance’).

ELI Insurer Name:	ELI Policy No	ELI Expiry Date:

**** PLEASE PROVIDE AN EMAIL ADDRESS ****

Company name:		How is the student known to you?	
Main contact person:			No. of employees:
Workplace address:		Postcode:	Contact Position:
			Tel:
			Mob:
			Email: (Please provide an email address)
Is this a home address? (Please circle) YES/NO			
Placement Details			

Job Title:						
Job Description (Please list the key tasks and / or activities that the student will undertake):						
Dress Code (Circle applicable):	Smart	Casual	Practical Workwear	Overalls	Safety Footwear	
	No Trainers		No Jeans	Hair Tied Back	No Jewellery	
Working Days:			Start/Finish Times:			
Any other information? (e.g. other dress code, PPE or any weekend work)						
Would you offer future placements? (Please Circle).	Yes	No	How many a Year?	How many at a one time?		

The Management of Health and Safety at Work Regulations place a duty on employers and the self-employed. The duty states that "the employer **SHALL** make a suitable and sufficient assessment of the risk to employees."

This includes employees who are classed as a child (below minimum school leaving age) and a young person (over minimum school leaving age, but under 18 years of age). Both of these definitions may be relevant to students on work experience.

More information available at: <https://www.hse.gov.uk/young-workers/employer/work-experience.htm>

Health and Safety Check List	YES	NO
Is there someone in overall control of health and safety? Name :		
Do you have a written Health and Safety policy? Date last reviewed:		
Have risk assessments been carried out to their lowest level through a safe system of work?		
Is this placement in a high-risk environment?		
Are there any significant risks to the student that we need to be aware of?		
When you induct students, will you explain the risks and how they are controlled? Will you check that they understand what they have been told? (Includes site tour, first aid, fire, prohibited areas)		
Will you check that students know how to raise any health and safety concerns?		
Do you have a first aid kit, accident book and will you report any (RIDDOR) accidents? Name of appointed first aider:		
Do you have fire extinguishers and means of raising an alarm? Date extinguishers were last checked:		
Are appropriate Health and Safety signs (e.g., fire exit signs) displayed in the workplace?		
Have you read our Child Protection Guidance, and do you understand your safeguarding responsibilities?		
To the best of your knowledge and in line with your safer recruitment processes, are you confident that none of your staff have been disqualified from working with children and young people?		
Prohibitions (e.g. student will not use guillotines, students must not enter areas designated off limits)		
EMPLOYER CONFIRMATION AND AGREEMENT		
I confirm that: - to the best of my knowledge and belief, the information given is correct - I have read the attached Letter of Understanding and Child Protection Guidance. All the points are acceptable to me. As a representative of the employer, I agree to the student named above working on our premises. I also agree to abide by all legislation relating to Equal Opportunities, Health and Safety and Child Protection. I will arrange for Employer's Liability Insurance to provide cover against accident and injury caused to the student by negligence of the employer or another employee and will accept or insure myself against liability for loss, damage or injury caused by the student in the same way as for other paid employees. My company/organisation has prepared a Risk Assessment (if applicable) and a safe system of work which covers all the tasks we expect this student to undertake.		
Employer's Name:	Date:	
Employer's Signature:	Position:	

STUDENT

As the student named, I agree to take part in this work experience programme. I also agree to hold in confidence any information about the Employer's business which I may obtain during this work period and not to disclose such information to any other person without the Employer's permission. I also agree to observe all safety, security and other regulations laid down by the Employer and made known to me either by the Employer's representative or by the displayed instructions. I will pass on to my parent or carer any information, given to me by my employer, which may affect my personal health, safety or welfare.	
Student's Signature:	Date :

PARENT / CARER with legal responsibility for the student

As parent / carer of the student named above I confirm that I have read and understood the information on this form. I agree to the student above taking part in this programme and that they will observe the conditions set out above. I confirm that they do not suffer from any medical or other condition which could result in unnecessary risk to their health or safety, or to the safety of another person. (Should there be any doubt, I will contact the employer to discuss further and notify the teacher responsible before signing this form). Once on the placement, parents should discuss the arrangements for lunch and break periods with the student to make sure they are suitable. I confirm that if the student leaves the Employer's premises during lunch or break periods, no liability can be accepted by the employer or the school for any incident that may occur. Details of any medical conditions which may affect their ability to carry out certain duties on their placement.	
Parent/Carer Signature:	Date: