

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 guardians any information from the Employer regarding arrangements for their personal health, safety or welfare (including Risk Assessment information)
8. The Student’s parent or guardian will confirm that they do not suffer from any complaint which may cause a hazard either to the Student or those working with him or her. 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 Liability Insurance cover against accident or injury caused to the Student by the negligence of the Employer or the Employer’s servants. 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 her/him 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 |

THIS PAGE TO BE LEFT WITH EMPLOYER

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.

- **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 (eg. 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 yet, 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 EBP.

Employers should seek advice in confidence from the Education Business Partnership 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

| 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 the 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, how they are controlled? whilst checking that they understand what they have been told? (Includes site tour, first aid, fire, prohibited areas) | | |
| You will 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 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 understand your safeguarding responsibilities? | | |

Prohibitions (e.g., student will not use guillotines, students must not enter areas designated off limits etc)

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, child protection guidance and that all the points are acceptable to me.

As representative of the employer I agree to the student named above working on our premises, and to abide by all legislation relating to Equal Opportunities, Health and Safety and Child Protection. I will arrange for my 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 signature _____ **Date** _____

Name _____ **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 guardian any information, given to me by my employer, which may affect my personal health, safety or welfare.

Student 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 his/her taking part in this programme and undertake that he/she will observe the conditions set out above. I confirm that he/she does not suffer from any medical or other condition which could result in unnecessary risk to his/her health or safety or to the safety of another person. (Should you be in any doubt please consult the teacher responsible before signing this form).

I confirm that if he/she 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. Once on the placement, parents should discuss the arrangements for lunch and break periods with their child and make sure they are suitable.

Signature of Parent / Carer _____ **Date** _____

Name _____