

LETTER OF UNDERSTANDING FOR THE EMPLOYER PROVIDING A WORK EXPERIENCE PLACEMENT

The learner will carry out meaningful work, as described in the agreed job description. The employer will ensure that the work will be planned by a responsible person and the learner will receive appropriate instruction and supervision during the work experience.

The employer understands that the learner is to be treated as an employee with respect to Health and Safety legislation. The employer will ensure that the learner does not operate any hazardous machinery, or carry out work of an unsuitable nature, and that any protective clothing/equipment is supplied when necessary with appropriate instruction for its use. Any animals that may cause harm to a learner must be appropriately restrained.

The employer understands his/her duty of care to the learner on the work of placement, particularly in respect of the principles described in the Child Protection Guidance. The employer also understands that staff members who are disqualified from working with children should be disclosed, as appropriate, in accordance with The Criminal Justice and Court Services Act 2000.

The employer understands that s/he must carry out a risk assessment of the placement and this must be communicated to the parent/carer of the learner who is to undertake the placement before the placement commences. The employer also undertakes to monitor the placement in the light of the learner's capabilities and to modify the risk assessment if necessary.

The employer will arrange for Employers' Liability Insurance, Public Liability Insurance, and vehicle insurance, as appropriate, and will confirm that the learner on the work experience placement is covered by the appropriate policies. The employer will accept, or insure against liability for loss, damage or injury caused to or by the student, while on the placement, just as for paid employees. The employer will notify their insurer of the learner's participation in work experience.

The employer will observe the relevant legislation laid down in the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999, the Sex Discrimination Act 1975, and the Race Relations Act 1976.

In case of learner absence, accident or sickness, the employer will immediately notify the school. The learner will be allowed to use whatever first aid facilities the employer provides.

The employer will allow representatives from the appropriate educational establishment to visit the placement for monitoring purposes.

The employer gives permission for the educational establishment or its representatives to process employer personal details for the purposes of work experience and Education Business Link Activities, in accordance with the Data Protection Act 1998. Learners' personal details are confidential and should be safeguarded in accordance with the Data Protection Act 1998.

The learner will not receive any payments for this work in accordance with the Education (Work Experience) Act 1973. The employer may choose to make a contribution directly to the learner towards the cost of meals and travelling. Details will be included in the job description.

The learner will work the hours shown on the agreed job description. These must conform with employment regulations as they apply to Young Persons.

The learner agrees that he/she will not disclose any information confidential to the employer and will obey all safety, security and other instructions given by the employer. The learner will be required to sign an agreement to these terms and the learner's parent/carer will ensure that the learner adheres to this agreement. The learner's parent/carer will confirm that he/she is not suffering from any complaint which may cause a hazard either to the learner or those working with him/her. The school will advise the employer of any known details concerning the learner which may require special attention to ensure a successful placement.