

1 January 2014 onwards

Contract for Work Placement Assessment Services

Between

Hounslow Education Business Charity, trading as Spark!

and

Sub-contractor

**Note that this document is copyright Spark! and
Bates Wells & Braithwaite
2-6 Cannon Street
London
EC4M 6YH**

Ref: MG/TDP/208970/0002

This Agreement coming into effect from 1 January 2014 onwards is made between:

Parties

- (1) Hounslow Education Business Charity, a charitable company limited by guarantee incorporated in England and Wales with company number 7409565 and charity registration number 1138697 and whose registered office is at 108-9 High Street, Brentford, TW8 8AT trading as Spark! ("**HEBC**");
- (2) Limited company incorporated in England and Wales or sole trader ("**the Sub-Contractor**")

Background

- (A) HEBC has contracts with a number of schools under which HEBC provides various work placement-related services. HEBC wishes to sub-contract the provision of certain work placement assessment services under a number of these contracts to the Sub-Contractor and the Sub-Contractor is willing to provide those services.
- (B) Accordingly, the parties have agreed to enter into this Agreement under which the Sub-Contractor will provide the services on the terms set out below.

The Parties agree as follows:

1. Definitions and Interpretations

	Term	Meaning
1.1	"Commencement Date"	1 January 2014 onwards.
1.2	"Contract Period"	the period from the Commencement Date until the date on which the contract is terminated in accordance with clause 15.
1.3	"Employer"	for the purposes of this agreement a business, also referred to as a placement provider, offering work experience or Industry Insight Day to a student(s).
1.4	"the Fees"	the fees per placement check inclusive of VAT, which are set out in schedule 3.
1.5	"the Head Agreements"	the agreement(s) between HEBC and Schools relating to the arrangement of work placements for School students with participating businesses, in respect of which HEBC wishes to engage the Sub-Contractor to deliver the Services.
1.6	"HEBC Personal Data"	any personal data provided to the Sub-Contractor by HEBC or on its behalf or collected by the Sub-

Contractor on behalf of HEBC.

- 1.7 “Intellectual Property Rights” patents, trade marks, service marks, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).
- 1.8 “the Schools” the schools which have an arrangement in place with HEBC relating to providing work placements for students at participating businesses, to be specified by HEBC when commissioning specific placement assessments from the Sub-Contractor from time to time under this Agreement.
- 1.9 “the Services” the work placement assessment services specified in Schedule 1 (as may be revised from time to time by written agreement of the parties, all such revisions to be annexed to Schedule 1 for the sake of clarity), which HEBC are obliged to deliver to the Schools under the Head Agreements and which HEBC shall subcontract to the Sub-Contractor under this Agreement.

2. **Services**

In return for the Fees, the Sub-Contractor shall provide the Services for the Contract Period in accordance with the terms of this Agreement, including in particular (without limitation) the specification in Schedule 1 and any timescales set out in Schedule 2.

3. **Sub-Contractor’s warranties and standards**

- 3.1 The Sub-Contractor warrants, represents and undertakes to HEBC that it shall:
- 3.1.1 provide the Services in accordance with all applicable legal and regulatory requirements and not do anything in breach of any legislative or regulatory requirement;
 - 3.1.2 provide the Services in accordance with HEBC’s reasonable instructions with all due skill, care, timeliness and diligence and (without limiting the generality of this clause) in accordance with its own established internal procedures and all generally recognised commercial practices and standards in the industry for similar services;
 - 3.1.3 ensure that the Services are undertaken by appropriately skilled, experienced and qualified personnel.

4. **Financial Arrangements**

- 4.1 In return for the Services, HEBC shall pay the Sub-Contractor the Fees within 30 days of receipt of a valid invoice for the relevant sum from the Sub-Contractor at the times and in the ways set out in Schedule 3.

5. Head Agreements

- 5.1 The Sub-Contractor acknowledges that under the Head Agreements, HEBC shall be liable to the School for the acts and omissions of the Sub-Contractor as though they were its own. Accordingly, the Sub-Contractor shall:
- 5.1.1 not do, or omit to do, anything which places HEBC in breach of any terms of the Head Agreements that have been notified in writing to the Sub-Contractor;
 - 5.1.2 do all things reasonably required, and provide all documents reasonably requested, by HEBC to ensure that HEBC is not in breach of any of the terms of the Head Agreements, including providing such financial information and other records relating to the Services in accordance with any specified deadlines;
 - 5.1.3 comply with any requirements, as may be notified in writing by HEBC to the Sub-Contractor, that HEBC must comply with to meet its obligations under the terms of the Head Agreements, including (without limitation) any requirements in relation to:
 - (a) child and vulnerable adult protection;
 - (b) monitoring and reporting; and
 - (c) insurance.

6. Monitoring

- 6.1 The Sub-Contractor will comply with any monitoring requirements HEBC imposes on it and will allow HEBC and its agents access to its records to enable HEBC (and its agents and representatives) to check compliance with this Agreement and the relevant clauses in the Head Agreements.

7. Staffing

- 7.1 The Sub-Contractor must engage sufficient, and may only engage such, personnel to deliver the Services who:
- 7.1.1 have the ability, skill, knowledge, training or experience to provide the Services in accordance with this Agreement. In accordance with Health & Safety Executive (HSE) advice, personnel should:
 - (a) have a reasonable and up-to-date understanding and working knowledge of health and safety law relevant to the nature of the work placements they are assessing;
 - (b) be able to identify basic health, safety and welfare defects;

- (c) be familiar with and fully understand HEBC's policy, organisation and arrangements for health and safety on work experience;
- (d) be aware of their own limitations and know where to get advice or information about health and safety issues and are able to demonstrate this to HEBC's reasonable satisfaction on request;

7.1.2 have as a minimum the following health & safety qualifications:

- (a) Minimum 2 day Health and Safety course run by specialists in work placement visits, or an equivalent approved in advance in writing by HEBC.¹
- (b) Continued Professional Development as appropriate to ensure they remain up-to-date on current legislation, guidance and practice.

7.2 The Sub-Contractor must meet the following staffing requirements:

- (a) provide HEBC with three months' prior written notice of periods where it or any of its personnel or staff involved in delivering the Services will be on holiday and unable to participate in delivery of the Services;
- (b) carry out appropriate Criminal Records Bureau checks at the enhanced level on individuals whom it engages to provide the Services.

8. **Property & Equipment**

8.1 The Sub Contractor must provide, maintain and replace any property and equipment required for the provision of the Services.

9. **Child Protection and Vulnerable Adults**

9.1 The Sub-Contractor must operate suitable child protection and vulnerable adult protection policies to the satisfaction of HEBC and provide a copy of each policy to HEBC. These should, as a minimum, meet both HEBC's standards set out in schedule 1 and current national standards.

10. **Insurance**

10.1 The Sub-Contractor shall arrange and maintain reasonable and proper insurance in relation to its obligations under this Agreement. In particular, unless alternative levels of cover are agreed in writing (by e-mail), the sub-contractor will maintain the following policies and produce on demand the policy and evidence of premium payment:

10.1.1 Professional Indemnity Insurance (PII), specifying that their work includes assessment of work placements, and the PII is to cover this

¹ Health and Safety for Work Experience Personnel,
<http://www.safetywithtrident.com/hsforwexpersonnel.htm>
208970/0002/BWB

activity – £5,000,000 for all claims in the aggregate during and one period of insurance

10.1.2 Public Liability Insurance (if required) - £5,000,000 any one event

10.1.3 Employers' Liability Insurance (if required) - £10,000,000 any one event inclusive of costs

11. **Indemnity**

The Sub-Contractor will indemnify HEBC from and against all claims, costs, liabilities and demands in respect of death or injury to any person, or loss of or damage to any property or of other loss or damage (unless due to negligence by HEBC) including claims by employees of the Sub-Contractor, which arise out of the act, default or negligence of the Sub-Contractor, its employees or agents in relation to this Agreement, or the Sub-Contractor's breach of this Agreement.

12. **Complaints**

12.1 The Sub-Contractor shall promptly notify HEBC in writing of all complaints received relating to the Services and only deal with them in accordance with HEBC's instructions.

13. **Handling of claims**

13.1 If the Sub-Contractor becomes aware of any claims or actions in connection with the Services, it shall promptly notify HEBC with full details.

13.2 The Sub-Contractor may not bring, defend or settle any action in relation to the Services. HEBC may in its sole discretion bring or defend an action but shall not be obliged to bring or defend any proceedings in relation to the Services and HEBC may join the Sub-Contractor in bringing or defending such action.

13.3 Where HEBC is involved in any claim or proceeding brought or threatened in connection with the Services, the Sub-Contractor will at the request of HEBC give full co-operation to HEBC (including the provision of documentation and making relevant people available). The Sub-Contractor shall meet all reasonable expenses including any costs associated with participation in legal proceedings incurred by HEBC or third parties which may so assist HEBC and/or the Sub-Contractor.

14. **Assignment and sub-contracting**

The Sub-Contractor may not assign the benefits of this Agreement or sub-contract any of its obligations under this Agreement without the prior written consent of HEBC.

15. **Termination**

15.1 This Agreement shall continue in force unless and until terminated in accordance with this clause 15.

15.2 HEBC may terminate this Agreement by written notice to the Sub-Contractor in the event that the Sub-Contractor:

- (a) has committed a fundamental breach of the Agreement (for these purposes, late delivery of the Services without reasonable cause shall constitute a fundamental and non-remediable breach); or
- (b) is in breach and has failed to remedy such breach within 14 days of receipt of a notice from HEBC requiring the breach to be remedied; or
- (c) makes any arrangement with its creditors, becomes bankrupt or (being a company) becomes insolvent, subject to receivership in respect of any assets or any admission order, or goes into liquidation or ceases or threatens to cease business.

15.3 This Agreement shall automatically terminate with respect to the relevant Services on the date the relevant Head Agreement terminates. If HEBC receives notice from the School terminating the relevant Head Agreement then HEBC shall within five working days notify the Sub-Contractor. For the avoidance of doubt, this Agreement shall continue in force notwithstanding termination of the Agreement under this clause with respect to particular Services.

15.4 HEBC may terminate this Agreement on three months' written notice to the Sub-Contractor. The Sub-Contractor may terminate this Agreement on at least three months' prior written notice to HEBC, provided that termination shall not take effect until the Sub-Contractor has delivered, in accordance with the terms of the Agreement, all Services which remain to be delivered under the Agreement as at the date of such notice.

16. **Consequences of Termination**

16.1 Termination of this Agreement shall not affect any right of either party that has arisen before termination.

16.2 HEBC will not be liable for payments due to the Sub-Contractor after termination.

16.3 Any provision of this Agreement that is expressly or by implication intended to have effect after termination shall continue in force for the intended period.

16.4 For the avoidance of doubt, on termination under clause 15.2 or 15.4, provision of all Services by the Sub-Contractor shall cease on the effective date of termination.

17. **Dispute Resolution**

17.1 For the purposes of this clause, a "Dispute" shall mean any dispute arising out of or in connection with this Agreement other than a dispute over payment of fees.

- 17.2 If a Dispute between the parties arises out of or in connection with this Agreement, it shall be determined in accordance with the procedure set out in this clause.
- 17.3 The Dispute shall be referred by each party to its respective principal contacts for this Agreement who shall use the best endeavours to resolve the Dispute within 14 days. If the Dispute remains unresolved after this period the parties shall refer the Dispute to each party's chief executive officers, who shall use their best endeavours to resolve the Dispute within a further 14 days.
- 17.4 If the parties do not resolve the Dispute under clause 17.3, then either party may request that the Dispute be referred to mediation, using, if appropriate, the offices of a mediator in accordance with appropriate procedures established by a body recognised for its role in facilitating mediation such as the Centre for Dispute Resolution in London.
- 17.5 In the event that a Dispute is referred to mediation in accordance with clause 17.4 both parties agree to co-operate fully with the requirements of the appointed mediator. Unless there is no decision as to costs the parties will bear the costs of mediation equally.
- 17.6 All negotiations in relation to a Dispute shall be strictly confidential and dealt with in accordance with the provisions of clause 18.
- 17.7 The Sub-Contractor will assist HEBC in complying with the relevant Head Agreement in respect of disputes arising under such Head Agreement.

18. Confidentiality

The contents of this Agreement and all information of each party including in relation to the Services shall not be disclosed to any third party other than to a party's professional advisers or as may be required by law or as may be agreed between the parties. This clause shall not extend to information which was already in the lawful possession of a party prior to this Agreement or which is already public knowledge or becomes so subsequently (other than as a result of a breach of this clause). The obligations of confidentiality under this clause shall survive any termination of this Agreement.

19. Intellectual Property

- 19.1 The Sub-Contractor assigns to HEBC all existing and future Intellectual Property Rights (in whatever media) generated from or arising as a result of the provision of the Services and shall do all things necessary and expedient at HEBC's request to give effect to this clause, whether during the term of this Agreement or post-termination.
- 19.2 The Sub-Contractor may not use HEBC's name or logo in any way without HEBC's prior written consent. The Sub-Contractor shall not do anything to bring, likely to bring, HEBC or HEBC's name into disrepute.

20. Data Protection

- 20.1 The parties agree that all personal data collected or processed by the Sub-Contractor under this Agreement is held on behalf of HEBC.
- 20.2 The Sub-Contractor confirms that it will only act on HEBC's instructions in relation to the processing of any HEBC Personal Data and any use by it of such HEBC Personal Data will be solely for the purpose set out in Schedule 1.
- 20.3 The Sub-Contractor agrees that it will have at all times during the term of the Agreement appropriate technical and organisational measures in place acceptable to HEBC (including those set out in Schedule 4) to prevent unauthorised or unlawful processing of any HEBC Personal Data and which it processes. Such measures shall also protect such HEBC Personal Data against accidental loss, destruction or damage.
- 20.4 The Sub-Contractor will give HEBC on reasonable request a description of such measures as are set out in 20.3 and will allow HEBC (or its representatives) access to its premises, on reasonable notice, to inspect its procedures and usage of HEBC Personal Data. The Sub-Contractor shall promptly provide HEBC with full details of any request for disclosure of or access to HEBC Personal Data.
- 20.5 The Sub-Contractor undertakes that upon expiry or termination of this Agreement for any reason it will immediately return or, at HEBC's option, destroy any HEBC Personal Data held by it or its personnel, in any format reasonably required by HEBC.
- 20.6 The Sub-Contractor shall, upon reasonable request by HEBC provide to HEBC a copy of all HEBC Personal Data it holds in relation to the Services, in such format as HEBC reasonably requests.

21. Force Majeure

- 21.1 Neither party shall be liable to the other for any loss or damage, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non-performance of its obligations under this Agreement due to any cause beyond that party's reasonable control including, (without being limited to), any act of God, war, military operations, riot, accident, failure or shortage of power supplies, abnormally inclement weather, fire, flood, hurricane, drought, explosion, lightning or labour dispute except a labour dispute involving the employees of the party in breach.
- 21.2 A party experiencing an event specified in clause 21.1 shall give the other party full particulars of the circumstances and use all reasonable endeavours to resume performance as soon as possible.

22. Variation

- 22.1 No variation of or addition to or deletion from the provisions of this Agreement shall be effective unless made in writing and signed by the parties.

23. Non-Waiver

- 23.1 No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party, nor shall any waiver of rights in respect of any breach operate as a waiver of any rights in respect of any other breach.
- 23.2 No right, power or remedy under this contract is exclusive of any other available right, power or remedy and each such right, power or remedy may be cumulative.

24. Severability

- 24.1 If one or more of the provisions of this Agreement are or become to any extent invalid or unenforceable under any applicable law then the remainder of this contract shall continue in full force and effect.
- 24.2 If this happens then both parties shall negotiate in good faith to amend the provision concerned in such a way that as amended, it is valid and enforceable and, to the maximum extent possible, meets the original intention of the parties.

25. Governing Law

- 25.1 This Agreement and any dispute or claim arising out of or in connection with its subject matter shall be governed and construed in all respects in accordance with the laws of England and Wales.
- 25.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

Schedule 1

The Services

Purpose and background

The Sub-Contractor ("**you**") is taking on the responsibility for fulfilling Schools' duty to assess the ability of a work experience placement provider ("the Employer") to provide for a student's health, safety and welfare whilst on work experience.

New host Employers are visited before a student goes on placement (exceptions are schools and new branches of large organisations which may be subject to telephone briefings). Employers that have previously hosted students are revisited on a cycle based on a low, medium, high level of risk profile. If, after control measures are in place, a placement needs to be categorised as 'High risk' it is generally not considered suitable for a student work placement.

Clause not applicable to other Education Business Partnership: On the visit you will be acting as a representative of Spark! Visits should not be used to promote your own services or those of our competitors without prior agreement.

On the visit to each placement provider (including student 'Own Found' placements) you will discuss health, safety, welfare, insurance and other related issues.

Work placement assessment - Quality standard

The Sub-Contractor shall provide placement check services to the follow standards:

Part (i) – Information to gather and assess

Letter of Agreement

The Sub-Contractor will ensure that:

- the Employer has signed an up-to-date Letter of Agreement (LOA) with HEBC.
- the LOA is amended to include Employers Liability Insurance information and, if appropriate to the placement, Public Liability and Motor Vehicle insurance. The LOA reiterates that Employers are responsible for the health, safety and welfare of the student during the placement and that the school/college retains a duty of care.

The following insurance is required for the following risks:

- Employer's Liability Insurance policy and Public Liability policy - Any accidental injuries caused to employees or students, provided they arise out of activities undertaken in the employer's name, should normally be covered by these policies (ELI is the most important).
- Material Damage Insurance policy - Damage to the employer's property.
- Public Liability Insurance policy - Damage to anyone else's property on the premises should normally be covered by this policy.
- Vehicle owner's Motor Vehicle Insurance policy - Injury occurring as a result of a student being driven in a vehicle belonging to the business (or an employee using their own vehicle for business purposes). Any such vehicle must be covered by a 'business use' clause on the policy.

Placement Risk Assessment

The Sub-Contractor will:

- Ensure that the work placement supervisor at the Employer is aware of the purpose of work experience, have a good knowledge of Health & Safety and know something about the young person working with them (if this is already known).
- Assess the Employer's ability to cater for the health, safety and welfare of a student on work placement using nationally recognized Health and Safety Procurements Standards (HASPS) and forms (see Schedule 5, 6 and 7).
- The Management of Health & Safety at Work Regulations 1999 requires Employers to undertake a Risk Assessment. A Placement Risk Assessment will assist Employers in following the Management of Health and Safety at Work Regulations which incorporate the Health and Safety (Young Persons) Regulations 1997.
- Ensure information is secured from Employers so that the student can be appraised of:
 - (a) the significant risks of the work; and
 - (b) the control measures to reduce the risks.
- Ensure the Employer records Significant Hazards and Control Measures relating to any of the following in the Placement Risk Assessment:
 - Mechanical
 - Electrical / VDU
 - Chemical
 - Atmosphere / Dust
 - Working environment
 - Smoking / Noise
 - Lifting/ Handling
 - Medical trauma
 - Animals
 - Off limits areas
 - Child protection
 - Off site work / travel / visits
 - One-to-one working
- Assess whether a low, medium, high risk profile is appropriate for the placement opportunity at the Employer. This will determine the frequency of follow-up visits to the Employer. If there is any doubt about the Health and Safety or risk assessments for the placement, the Sub-Contractor will seek advice from an expert such as Tony Johns, a leading advisor on work experience and the law, or someone with appropriate vocational expertise.

Safeguarding

The Sub-Contractor will:

- Share with HEBC any indications that an employer might present a safeguarding risk to young people going on placements. HEBC will handle this soft or hard intelligence confidentially following HEBC and local authority policies.
- Advise HEBC as soon as reasonably practicable if the Sub-Contractor becomes aware that a Placement is unsuitable due to nature of the work, location or supervision issues.

Insurance

The Sub-Contractor will:

- Verbally confirm the Employer holds Employers' Liability compulsory insurance and, if required, Public Liability and Motor Vehicle insurance – noting down policy details.

Only if their insurer is not a member of the Association of British Insurers (ABI) should you check that the Employer has advised their insurers they are involved in work experience schemes and that cover is provided.

- Ensure the Employer is aware that HEBC will seek confirmation from the Employer annually of their current policy numbers and insurer. Any new insurer must be advised again of the Employers involvement in work experience schemes.
- Secure brief written assurance on Visit Form (Schedule 5) that insurance will be renewed before expiry, if the insurance cover is due to expire before or during the placement.

Placement educational value and job description

The Sub-Contractor will:

- Check the educational value of placements and ensure the Employer will give the student appropriate development opportunities through the work placement.
- Write or review the Placement Job Description with the Employer. Employers need to use this to inform students of their main duties and tasks, the type of work, any associated specific risks and their control measures, as well as remind the students of their responsibilities whilst on a work placement (including dates, work times, dress code, reimbursement of any expenses, contact details and work location).
- Check the Placement Job Description is comprehensive and includes “hands on” meaningful tasks.
- Advise if the school/college and the Employer need to work together to prepare for the placement including discussing the learning objectives, including any employability and enterprise skills needs, of the placement in advance of it starting. If requested the Sub-Contractor will seek to identify learning objectives and any employability and enterprise skills needs in Job Descriptions for placements.
- Through this process ensure Equal opportunities are promoted and gender stereotyping sensitively challenged.

Part (ii) Information to share with the employer

Pre-placement support

The Sub-Contractor will:

- provide support and guidance to the Employer if required including a copy of the latest edition of the Spark! Employers Guide to Work Placements. Additional employer support is available through their secure log-in to the Spark! Learn About Work website.
- ensure, if already known, the Employer has all relevant information about any special needs or medical conditions the student may have and which might impact on the health, safety and welfare of the student in the placement, co-workers and the public.

Placement risks

The Sub-Contractor will

- Use all reasonable endeavours to ensure Employers understand their statutory obligations to secure the health and safety of the Student while under their care.
- Ensure the Employer understands that any particular hazards associated with the work area and the work to be done must be explained by the Employer to the Student, as well as the importance of following safe working practices emphasised.

Appropriate safety equipment and protective clothing must be available to the student where appropriate.

- Notify all Employers, if appropriate, that Students are not permitted to undertake any of the following activities on their Placement:
 - Collecting money or selling door to door
 - Petrol Forecourts
 - Selling Lottery Tickets, Alcohol or cigarettes
 - In a cinema, bingo hall, night club or pub
 - delivering or selling alcohol unless in sealed containers
 - In amusement arcades or fairgrounds
 - Modelling or in a commercial theatrical performance
 - Collecting and sorting rubbish
 - To work more than 3 metres off ground level e.g. with Scaffolders/Roofers
 - In other over 18 environments e.g. Tattoo parlours/ Piercing studios etc.
 - Delivering fuel/oils
 - Nail /Tanning Salons
- Ensure the Employer understands that HEBC will provide Students and Parents/Carers (usually via the School) with a copy of a Placement Risk Assessment prior to the Placement that shows the significant hazards and risks associated with their Placement and the prohibited activities, prohibited locations and personal protective equipment required to minimise these risks. It will be supplied in conjunction with the Placement Job Description.

Student support during placement

The Sub-Contractor will ensure the Employer is aware that they must:

- Have competent staff support students at all times during their placement.
- Give students clear instructions about what they are being asked to do during the placement. Competent staff check students understand, bearing in mind their age, experience and maturity.
- Conduct an induction on the first day of the placement including health and safety matters. This will include the location of the welfare facilities and evacuation procedures. In HEBC's Employer guide to Work Experience guidance on first day inductions is available.
- Support the student in recognising and developing the skills and qualities regarded as important in the workplace. There should be a structured programme with variety and a number of "hands on" meaningful tasks. HEBC can provide access to sector specific guidance on tasks through the StudentStudio website for employers and students or two page briefing sheets.
- At no time leave the Student alone on the premises.
- Explain to students that:
 - they will not be supervised at lunch time and may leave the premises.
 - they are legally required to take proper care of themselves and others.
 - it is an offence for them to misuse or interfere with anything provided in the interests of health and safety.
 - they must not enter area designated as off limits or use or interfere with equipment also considered as off limits.
- Note that travel arrangements to and from the Placement are the responsibility of the Student and their parents/carers.

- Help ensure students have a means of completing a record of the tasks, achievements and challenges of their placement. HEBC can provide schools/employers with branded work experience diary templates and/or student accounts on StudentStudio (a work experience blogging site).

Placement monitoring and reviews

The Sub-Contractor will ensure the Employer is aware that:

- The school/college supports and monitors all types of placement through visits and/or telephone contact with both the Employer and the student to discuss achievements, challenges, and to resolve issues.
- They should contribute to end of the placement reviews in discussion with the student to record achievements and areas for development.

Accidents

The Sub-Contractor will ensure the Employer is aware that systems and procedures should be in place to investigate any accidents or incidents in accordance with health, safety and welfare assessment for work experience placements.

Employer helpline

The Sub-Contractor will ensure the Employer is aware that Spark provides a 24hr helpline for Employers as an alternative to contacting the school if required.

Complaints

The Sub-Contractor will ensure the Employer is aware of systems and procedures to handle, record and process feedback and complaints from Employers and others involved.

Information handling

The Sub-Contractor will ensure the Employer is aware that copies of information gathered by the Sub-Contractor on behalf of HEBC will be sent to the Employer for their information after it has been entered onto the VeryAn Workplace database.

Providing additional placements to students

The Sub-Contractor will give timetables and schedules for all our school and college work experience programmes to employers that are new to working with HEBC and might provide additional placement opportunities.

Industry Insight Days

The Sub-Contractor will follow Educational Visits (EV) guidance published on the DfE website (December 2011) with respect to Health & Safety assessment for Industry Insight Days placement visit commissions.

The content of the half day or day long activities (usually for 10-15 students) should be:

- discussed with the responsible member of HEBC staff in advance of the host employer visit;
- reviewed with the employer; and
- a final agenda confirmed by email to the host employer and HEBC staff member.

Length of placement check

A placement check will usually take no more than one hour and not less than half an hour. Time should also be allowed for preparation and supplying information back to HEBC in an electronic form.

In the case of an Industry Insight Day visit at least an hour should be spent in preparation, and hour with the employer and 30-60 minutes in follow-up.

Monitoring/ Quality assurance

- Annually the HEBC Service Manager will accompany the Sub-Contractor on visit(s) to employer premises to observe the manner in which they carry out the inspections as part of an Appraisal process. Training and feedback will be provided if the need arises.
- Samples of evidence from visits supplied by the Sub-Contractor to HEBC will be sampled by the Service Manager to assess the efficacy of the work that is being done.

Schedule 2

Timetable for Service Provision

1. Once commissioned by HEBC, the Sub-Contractor must complete the required placement check within 7 working days.
2. If this is not achievable (e.g. Sub-Contractor/personnel illness or a host employer no longer being available) then the Sub-Contractor must immediately notify HEBC.
3. Occasionally a placement check will be required faster than 7 days. This will be explained at the time of commissioning. If the Sub-Contractor cannot fulfil the request at this speed they should immediately notify the member of HEBC staff who will explore other solutions.

Schedule 3

Payment

Fees

£45 per work placement host employer visit

£70 per work placement host employer visit for educational placement terminals 1-4

£85 per work placement host employer visit for educational placement terminals 1-4 air-side

£105 per work placement host employer visit for educational placements at Terminal 5

£90 per Industry Insight Day host employer visit

Notes

1. These fees are inclusive of travel and any other costs or expenses.
2. HEBC presently offer higher fees for Heathrow Airport visits due to time involved in security, parking charges and our subcontractors historically having to travel further to reach the airport.
3. If you believe you can offer any of the services above at a more competitive price, whilst maintaining the standards set out in schedule 1, please advise HEBC.
4. Additional fees are not payable for attending any mandatory training.

Timing of payment

Invoices should be sent monthly to HEBC within 25 working days of completing the visit, unless the total invoice amount is for less than £100 in which case the invoice can be delayed by one month.

Payment by HEBC shall be within 30 days of receipt of a valid invoice. Invoices must include Bank Account name, number and sort code for online payment. The company number or Sole Trader's tax reference should be included as appropriate.

Schedule 4

Data Protection

Organisational and Technical Measures to be adopted by the Sub-Contractor

1. The Sub-Contractor will ensure that in respect of all HEBC Personal Data it receives from or processes on behalf of HEBC it maintains security measures to a standard as high or higher than that maintained by HEBC. This standard shall be appropriate to:
 - 1.1 the harm that might result from unlawful or unauthorised processing or accidental loss, damage or destruction of the HEBC Personal Data;
 - 1.2 the nature of the HEBC Personal Data.
2. In particular the Sub-Contractor shall:
 - 2.1 put in place and comply with a security policy which defines security needs based on a risk assessment and allocates responsibility for implementing the policy to a specific individual or department. A copy of such policy is to be provided to HEBC on request;
 - 2.2 ensure the hardware and software used in processing the HEBC Personal Data are reliable and are protected against viruses;
 - 2.3 prevent unauthorised access to the HEBC Personal Data;
 - 2.4 ensure its method of storing HEBC Personal Data is secure, including the keeping of HEBC Personal Data in secure locations and controlling access by personnel to locations where HEBC Personal Data is stored;
 - 2.5 have secure procedures for the transfer of Personal Data and use of data outside its premises, whether in physical form (for instance by using couriers rather than the post) or electronic form (for instance by using encryption when sending emails);
 - 2.6 put password protection on computer systems on which data is stored and ensure that only authorised personnel are given details of the password;
 - 2.7 prevent computer screens from being overlooked by unauthorised persons;
 - 2.8 ensure that all individuals who have access to the HEBC Personal Data are reliable and are trained how to comply with the Data Protection Act 1998;
 - 2.9 have in place methods for detecting and dealing with breaches of security including the ability to identify which individuals have worked with specific HEBC Personal Data and having a proper procedure in place for investigating and remedying breaches of HEBC Personal Data protection procedures;

- 2.10 have a secure procedure for backing up and storing back-ups separately from originals;
- 2.11 have a secure method of disposal for back-ups, disks and print outs.

Schedule 5
Work Experience Placement
General suitability assessment and job description



Employer name			
Employer address			
Contact name			
Contact number		E-mail address	

INSURANCE

ELI details	Insurer: Policy no: Expiry date:	ABI member? Y / N
Other insurance (PL or MVI)		

PLACEMENT JOB DESCRIPTION

Work experience supervisor (if different)			
Tasks that work experience students may complete:			
Working day and hours			
Transport	<i>Help with costs?</i> Y / N		
Lunch arrangements	<i>Help with costs?</i> Y / N		
Dress code			
Details of PPE provided (if required)			

EMPLOYER RISK SELF-ASSESSMENT

Have any significant risks been identified by the employer in relation to tasks work experience students may complete? If yes, please provide details below.		Y / N
Significant risks identified (As advised by employer)	Control measures in place to reduce risks	
Placement self-assessment – Using the Health and Safety Procurement Standards (HASPS) Aide Memoire please add relevant notes.		
<i>Aide Memoire Ref. No.</i>	<i>Any relevant restrictions concerning the suitability of the placement for students with disabilities, special needs, or restrictions determined by ages.</i>	
Risk Band: (Tick)	LOW <input type="checkbox"/>	MEDIUM <input type="checkbox"/>
	HIGH <input type="checkbox"/>	

LEARNER INDUCTION

What information will be supplied to the student on induction?

DISCUSSION AND PROVISION OF GUIDANCE /SIGNPOSTING TO EMPLOYER

Insurance policy(s) will be renewed before expiry?	Y / N
Supervision – clear on who, how and when?	Y / N
Is the supervisor aware of their induction responsibilities?	Y / N
Has the job description been drafted (above) or reviewed?	Y / N
Provided Employer Guide to Work Placements (including Child Safeguarding Guidance)?	Y / N
Introduced Spark! Employer web pages (includes suggested placement activities by sector) http://sparklondon.org/workexperienceemployerresources/ (Password: Zeb98ra)	Y / N
Interest in supporting other WRL/ WBL programmes? (e.g. Industry Insight Days)	Y / N

Employer/Organisation manager or their representative:

Please sign below to agree that this is an accurate record of the information and self assessment

Name			
Signed		Date	

Representative of Spark!

Please sign below to confirm that you have reviewed the employer's self-assessment and consider there are no obvious reasons why work experience placements cannot commence.

Name			
Signed		Date	

Schedule 6

LETTER OF AGREEMENT

To ensure that the principal conditions of the Work Placement Scheme and arrangements between the Employer and Spark! are fully understood, please carefully read the letter and attached schedule.

BETWEEN

Hounslow Education Business Charity (Company registered in England number: 7409565, charity number: 1138697, Training provider number: 10033962), trading as **Spark!**

AND

Employer company/ business:

Address:

.....

In consideration of £1 (receipt of which the employer hereby acknowledges), the employer hereby agrees with Spark! to ensure that:

- the student(s) will carry out meaningful work, as described in schedule 1 (see below)
- the work will be planned by a responsible person and the student(s) will receive appropriate instructions and supervision during the period of the work experience, as described in schedule 1.

As the Employer please confirm that this Letter of Agreement and Schedule is acceptable to you by signing below.

I confirm, as authorised representative of the above mentioned employer, that I have read and agree to the Letter of Agreement and schedule.

Signature: Print Name :.....

Position..... Date:.....

Telephone Number:.....

PLEASE NOTE PLACEMENTS CANNOT BE APPROVED WITHOUT THE FOLLOWING INFORMATION

Employers Liability Insurance Policy Number:

Insurance Company name:

Expiry Date:

Letter of Agreement Schedule – Spark! Work Placement Scheme terms and conditions

1. The employer will ensure that any students they host of work experience do not operate any hazardous machinery, or carry out work of an unsuitable nature, and that any protective clothing/equipment is supplied where necessary and instruction given on its use.
2. The employer undertakes to restrain any animal likely to cause harm to a student while undertaking Work Experience.
3. The employer recognises that a student on work experience is regarded as an employee for the purposes of Health and Safety legislation and the associated duty of care.
4. The employer recognises the need for risk assessments appropriate the young person and the work placement to be carried out before the placement commences. The employer must convey the risk

assessment control measures to the student as part of their induction. As part of the student Job Description Spark! will convey the risk information to the parent/guardian prior to the placement as part of the Job Description.

5. The student will not receive any payment for their work in accordance with the Education (Work Experience) Act 1973. The employer can make contributions directly to the student towards the cost of meals and travelling, details of which will be set out in the Job Description.
6. The student will work the hours shown on the Job Description.
7. The student will be required by Spark! to sign an agreement stating that s/he:
 - will not disclose any information confidential to the employer; and
 - will obey all safety, security and other instructions given by the employer.
8. Spark! will procure that the student's parents or guardian confirm that s/he is not suffering from any complaint or medical condition which may cause hazard either to the student or to those working with him/her. Spark! will advise the employer of any details disclosed to Spark! concerning the student, which may require special attention to ensure a successful placement.
9. The employer will arrange for Employers Liability (Compulsory) Insurance, Public Liability Insurance and Vehicle insurance (where applicable) to cover each student on a work placement with it. The employer will confirm this in writing in advance of the start of each placement and provide copies of the relevant policies on request from Spark!.
10. In case of absence, accident or sickness, the employer will immediately notify the school, whose telephone number will appear on paperwork, and process any necessary reports.
11. Appropriate welfare and first aid facilities will be provided.
12. The employer gives permission for Spark! and the appropriate school to process employer personal details for the purposes of arranging work experience placements in accordance with the Data Protection Act 1998.
13. Student's personal details are confidential and must not be disclosed to any third party except to those employees strictly necessary for the employer to be able to provide the work placement to the student. The employer shall ensure that any details disclosed to it are safeguarded and kept secure in the same way and to the same standard as if the student was an employee. The employer shall only use or process information related to students in accordance with the Data Protection Act 1998.
14. The employer will permit access to their premises for work placement monitoring and health & safety check purposes to representatives of Spark! or the appropriate school. The employer agrees to co-operate fully with such representatives and provide full access to all records relating to the work placement, the student and health & safety for such purposes, and allow them to take copies (at Spark's/the School's expense) if these are required for evidence purposes.
15. The employer will observe the relevant legislation lay down under the Equal Opportunities Act, Health and Safety at Work etc Act 1974, Sex Discrimination Act 1975, the Race Relations Act 1976 (as amended) and The Protection of Children Acts 1978 and 1999.
16. The employer is reminded of his/her duty to disclose to Spark! staff who are disqualified from working with children, where appropriate, in accordance with The Criminal Justice and Court Services Act 2000.
17. The employer will accept or insure against liability for loss, damage or injury caused by the student whilst on work experience with the organisation, to the employer's property, other employees or a third party, in the same way as for paid employees. The employer should notify their insurer of student participation in Work Experience.
18. The employer hereby indemnifies Spark! against any loss or damage (whether direct or indirect,

including all legal expenses) which Spark! might suffer as a result of a claim arising from a failure by the employer to discharge its obligations under this Agreement, to meet its Health and Safety obligations or any of its acts of omissions or those of its staff.

19. The employer will interview each student as part of their preparation for any work experience placement.
20. The employer will follow the advice of Spark! in how to ensure that the student experiences a quality placement.
21. The employer will complete and return the student assessment form at the end of the placement.

Schedule 7 Work Experience Placements Aide Memoire

Insurance	1	<ul style="list-style-type: none"> • Current Employers' Liability Insurance Certificate.
	2	<ul style="list-style-type: none"> • Current Public Liability Insurance Certificate (where appropriate).
	3	<ul style="list-style-type: none"> • Where the student will be a vehicle passenger, current business vehicle insurance certificate
Registration	4	<ul style="list-style-type: none"> • Placement premises registered with appropriate authority if appropriate: HSE or local authority according to the nature of business.
Health and Safety Policy	5	<ul style="list-style-type: none"> • There are clear responsibilities for health and safety.
	6	<ul style="list-style-type: none"> • Health and Safety Policy is written down where there are 5 or more employees
Consultation	7	<ul style="list-style-type: none"> • There are arrangements to consult employees on health and safety and employee health and safety representative (if appropriate)
H&S Poster	8	<ul style="list-style-type: none"> • Poster <i>Health and safety law: What you should know</i> is displayed and completed (or available as a leaflet)
Accident Procedures	9	<ul style="list-style-type: none"> • Accident book is available. Provider aware of accident reporting procedures under RIDDOR
	10	<ul style="list-style-type: none"> • Provider aware of any additional reporting requirements required by organisers or others
First Aid	11	<ul style="list-style-type: none"> • There is a qualified first aider or appointed person. First aid equipment is provided and records kept of treatment
General Conditions	12	<ul style="list-style-type: none"> • Workplace is well lit, well ventilated, tidy and clean. Toilets and washing facilities are provided and kept clean.
	13	<ul style="list-style-type: none"> • Facilities are provided for resting and eating. Drinking water is available.
	14	<ul style="list-style-type: none"> • Appropriate safety signs are displayed to indicate prohibited areas, and to warn that special precautions are necessary.
	15	<ul style="list-style-type: none"> • Gangways and stairways are kept clear of obstructions and floor contamination is minimised.
	16	<ul style="list-style-type: none"> • Pedestrians are segregated from vehicle traffic routes, including lorries, fork lift trucks etc.
	17	<ul style="list-style-type: none"> • Out of reach storage is safely managed, for example railings around mezzanine areas, use of safe access equipment.
	18	<ul style="list-style-type: none"> • Manual handling has been eliminated or reduced where possible. Noise levels are controlled as far as practicable.
	19	<ul style="list-style-type: none"> • Adequate work-stations have been provided (suitable seats, desks etc).
	20	<ul style="list-style-type: none"> • Machine guards or protection devices are provided to prevent access to dangerous parts of machinery.
	21	<ul style="list-style-type: none"> • Electrical cables and plugs, including on portable appliances, are in good condition.
Fire Precautions	22	<ul style="list-style-type: none"> • There are clearly marked and unobstructed fire exits. There are fire extinguishers (and a fire alarm if required)
	23	<ul style="list-style-type: none"> • Clear instructions are displayed. There is a named person to deal with emergencies / evacuations
Risk Assessment	24	<ul style="list-style-type: none"> • The provider has assessed the risks to the health and safety of employees arising from their work, including from hazardous substances
	25	<ul style="list-style-type: none"> • The provider has defined and planned the nature of the work for the student, taking into account any prohibited or restricted activities
	26	<ul style="list-style-type: none"> • The provider has carried out a young person's risk assessment, taking account of the student's inexperience and immaturity
	27	<ul style="list-style-type: none"> • The provider has taken steps to provide the appropriate control measures identified by the risk assessment

	28	<ul style="list-style-type: none"> • The provider has made arrangements and any adjustments necessary for students with special needs e.g. disabilities or learning difficulties
	29	<ul style="list-style-type: none"> • Parents / guardians of the student have been informed of the results of the risk assessment BEFORE the student starts work experience
	30	<ul style="list-style-type: none"> • Personal protective equipment (PPE), if required, is available in appropriate sizes and use will be monitored
Supervision	31	<ul style="list-style-type: none"> • A supervisor has been appointed for the student and is aware of his / her health and safety responsibilities
	32	<ul style="list-style-type: none"> • The student will be informed who their supervisor is and be provided with a job description.
Training	33	<ul style="list-style-type: none"> • Students will receive health and safety induction. Students will receive health and safety training for all their work activities.

If you are not satisfied with the provider's standard of health and safety management, the provider's business should not be included in the work experience scheme.

Adapted from HSE Work Experience Aide Memoire: <http://www.hse.gov.uk/youngpeople/workexperience/aidememoire1.htm>