# Letter of Understanding

Dear Employer,

Understanding between The Employability Partnership and an Employer providing Work Experience

In order that the implications of work experience activities are fully understood, the following essential points are set out below and the employer agrees that:-

1. An experience of work will be open equally to all students regardless of gender, race, disability, and cultural or religious beliefs. The employer will ensure no student is treated in a discriminatory manner by reason of their gender, race, disability, and cultural or religious beliefs.
2. Students will carry out meaningful work in accordance with the agreed Job Description during their placement. A competent person or persons will plan the work and be designated for the welfare and supervision of the student including health and safety.
3. All tasks asked of each student conform to the laws governing the Employment of Young Persons and Work Experience (as defined in the Education Act 1996) and that any other statutory obligations to the student are being observed. The company is registered with the Health and Safety Executive or Local Authority, as applicable.
4. Students will not receive any payment for this work but the employer can make a contribution directly to the students towards the cost of meals and travelling.
5. Students will work no more than 40 hours per week and normally between the hours of 0700-1900 for a maximum of 8 hours exclusive of breaks, except by prior agreement with parents, school and The Employability Partnership. In any event the employer confirms there will be compliance with the relevant provisions of the Working Time Regulations.
6. A member of staff from the school will visit the students during the course of the work experience. The employer will also allow access to The Employability Partnership staff to ensure contractual compliance and to investigate any reported accidents.
7. **Students are covered for the period of work experience by Employer’s Liability insurance and the insurers will be notified by the employer prior to the commencement of work experience. Where appropriate students are similarly covered by Public Liability and motor vehicle insurance.**
8. They are responsible for the health, safety and welfare of the students during the work experience and will maintain a current health and safety policy. There will be compliance with the provisions of the Health and Safety at Work Act 1974 and its relevant statutory provisions, including the Management of Health and Safety at Work Regulations 1999, the Education Act 1996 and any other relevant statutory obligations, or official guidance.
9. They are responsible for the welfare of the students during work experience and are aware of child protection issues, particularly their responsibility under the Criminal Justice and Court Service Act to disclose names of individuals who are disqualified from working with children, where known to them.
10. They will undertake a suitable and sufficient risk assessment in relation to the health and safety of the student while at the placement, taking into account the student’s inexperience, immaturity and lack of awareness of risks. Measures will be instituted to eliminate or control the risks identified, and that the parent/guardian will be informed of the significant findings of the risk assessment and control measures when the student is below minimum school leaving age.
11. Students will not do work prohibited by law, operate dangerous machinery, carry out any manual handling tasks identified as being a risk to the student’s health and safety, or be exposed to dangerous substances, radiation, extreme heat or cold, noise or vibration or any other work environment that may endanger their health and safety.
12. Where appropriate students will be provided with and instructed on the correct use of personal protective clothing and equipment (PPE), and its use will be enforced.
13. At the start of work experience, they will provide students with a health and safety induction, which will include workplace hazards and their control, fire, emergencies, first aid, accident reporting and security arrangements. Students will also be given appropriate instruction before, and supervision while, operating any machinery or equipment.
14. They will notify The Employability Partnership and/or the designated teacher, by telephone and as soon as practicable of any accident and will notify the designated teacher of the student’s school of any case of ill health or other incident (including unacceptable behaviour) which relates to the student’s work experience. When appropriate, they will comply with the provisions of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995. The students will have access to adequate first aid facilities as required under the Health and Safety (First Aid) Regulations 1981.
15. They will take into account any relevant information relating to the student’s medical condition, or any physical and learning disabilities which have been provided by the student’s parents or carers in formulating appropriate risk controls to protect both students and/or employees.

This agreement shall continue to represent the understanding between The Employability Partnership and the employer until such time as either party terminates the agreement or changes in legislation, government funding, or other significant factors render an amendment necessary.

I would be most grateful if you will confirm this Letter of Understanding is acceptable to your organisation by signing below.

Yours faithfully,

The Employability Partnership

**I have read this Letter of Understanding from The Employability Partnership and confirm all the points are acceptable to my organisation/company.**

Authorised to sign for and on behalf of

the employer:

**Company name:…………………………………………………………….. Tel No:……………………………….**

**Address (in full): …………………………………… …………..………………………………………………**

**……………………………………………………….……………………….…………………………………………….…...**

**Signature:……………………………………… Name (CAPITALS):……………………………………….…..**

**Position:………………………………………………………….. Date:…………………………………………….**