



Work Placements Agreement Terms and Conditions (To cover young people aged 14-17 Years)

Central Berkshire Education Business Partnership (CBEBP) is a not-for-profit organisation providing educational services. As a charity, CBEBP aims to keep its charges as reasonable as possible. It is only able to do this through careful budgeting, strict cost control and knowing in advance its levels of income.

This agreement is between Central Berkshire Education Business Partnership (hereinafter referred to as "CBEBP") whose offices are at 1st Floor, 520 Eskdale Road, Winnersh, Wokingham RG41 5TU, and the parent/guardian of a young person (14-17 years) seeking a experiential work placement (hereinafter referred to as "the Client").

1. SERVICES

Under the terms and conditions of this Agreement, CBEBP shall, on the receipt of a signed and dated work placement application form, source a work placement for their son/daughter within the range of occupational areas provided through the work placement application form.

A work placement will be sourced for one of the two dates submitted on the application form. A minimum of 11 weeks' notice will be needed to secure a suitable work placement.

CBEBP will provide the Client with a completed work placement description and risk assessment.
CBEBP will ensure that any pre-placement checks are conducted by a competent, experienced and qualified member of staff.

2. TERMS OF AGREEMENT

The Agreement shall commence from the date of the completed work placement application form and terminated after the completion of the work placement.

All data provided in the form of a work placement description is valid only for the duration of the work placement.

3. PAYMENT

The Client must agree that they are willing to pay a maximum charge of £82.50 for any work placement sourced and processed by CBEBP or a maximum of £50 for the verification and processing of an own placement.

CBEBP will require a payment of £50 on the submission of a completed placement application form, with the balance of £32.50 being paid on confirmation of the work placement and provision of all documentation, within 7 days of receipt of invoice.

Payment can be made in the following ways: Cheque, Cash or Bank Electronic transfer.



If the Client cancels the placement on receipt of the work placement information or later than 4 weeks before the work placement week, then no refund will be given.

If CBEBP are unable to source an appropriate placement with due regard to the completed application form a full refund may be given.

4. COPYRIGHT AND DATA RIGHTS

All information and data, regardless of form, generated by CBEBP in the performance of, or delivered under, this Agreement, as well as any information, data or know-how, provided to the Client by CBEBP shall be and remain the sole property of CBEBP. The Client shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with CBEBP's prior written approval. In the event that the copyright in any data and information generated in the performance of this Agreement vests in any third party then the Client hereby agrees to treat such information with the same level of confidentiality as is afforded to the CBEBP under this Agreement.

CBEBP will ensure that the placement is suitable for a young person via the completion of a current pre-placement visit if required and that all identified risks are recorded and included in the work placement description for the young person.

CBEBP will require full disclosure, from the Client, of any medical conditions of the young person which may need to be taken into consideration at the work placement.

Under the Rehabilitation of Offenders Act 1974 it's unlawful for an employer to discriminate on the grounds of a spent conviction. However, some types of jobs are exempt from this Act e.g. working with children and vulnerable adults, such as elderly and disabled people; Health and Social care industries.

In these cases there is a requirement to disclose spent and unspent convictions.

Where the young person is working alongside children and vulnerable adults, some work placement providers require the completion of a Disclosure and Barring Form. These normally take between 4-6 weeks to process by the DBS. CBEBP can process these checks.

These obligations shall survive the termination of this Agreement.

5. PUBLICITY

The Client shall not, without the prior written consent of CBEBP, in any manner advertise or publish this Agreement.

6. TERMINATION

This Agreement may be terminated at any time by either party upon 4 weeks' written notice to the other party. In the event of such termination, the parties shall have no further obligation to each other except under the



clauses herein that are designed to survive this Agreement after its termination and except where the client is required to make any payments which may have become due under this Agreement.

7. RECORDS

The parties shall have a mutual obligation to keep accurate records of the time spent in the performance of services hereunder.

8. CHANGES

CBEBP may, within the general scope of this Agreement, incorporate changes, at any time by written notice to the client. In such event, and upon agreement between the parties, there may be an equitable adjustment in price and time of performance.

9. NOTICES

Any notice shall be considered as having been given to CBEBP if posted by certified post, to Central Berkshire Education Business Partnership, 1st Floor, 520 Eskdale Road, Winnersh, Wokingham, RG41 5TU.

10. DISCLOSURE

CBEBP shall have the right, in its discretion, to disclose the terms and conditions of this Agreement (as it may be amended from time to time), including without limitation amounts paid pursuant hereto, to agencies of the United Kingdom Government or other authorised agency that may have secured the right to inspect the terms and conditions of this Agreement under any Statute or other legal instrument.

10. DISPUTES AND APPLICABLE LAW

Any dispute arising under this Agreement which is not settled by agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, the parties shall proceed diligently with the performance of this Agreement. This Agreement shall be construed and interpreted in accordance with English Law.

11. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the parties in relation to the provision of the Services described herein.

12. DATA PROTECTION

Both parties agree that any personal data or information that is held within the terms of the Data Protection Act 1984 may be used only for the purposes registered under the terms of the Data Protection Act.

The Client will give parental consent for their child to appear in photographs of CBEBP organised work placements that may be used for publicity purposes. CBEBP will not refer to the name of the child in such photographs without additional and specific parental consent.



13. EQUALITY COMPLIANCE

CBEBP will not tolerate any acts of harassment or bullying towards its staff. Harassment and bullying are considered as unwanted behaviours that are offensive and cause serious emotional or physical harm to the recipient. They are humiliating behaviours which are unacceptable within the working environment.

Harassment and bullying behaviours are defined by how the person feels and not by what the harasser/bully intended.

In the event of any such complaint CBEBP will investigate and comply with current legislation.

14. Force majeure

CBEBP may exceptionally waive or reduce cancellation or alteration charges at its own discretion if cancellations or alterations are forced upon a partner or client through factors entirely outside its control.



SCHEDULE OF WORK AGREEMENT

PART A Central Berkshire Education Business Partnership agrees with:

the Client to provide the following:

1. Ensure that all employers used for Work Experience placements are contacted and where required visited in accordance with the DfE guidelines for Work Related Learning and Health & Safety at Work requirements. This will establish:
 - (a) Contact with the person responsible for Work Experience placements in the company.
 - (b) Knowledge of the organisation as a *bona fide* employer and suitable for a student to visit for Work Experience.
 - (c) A Work Experience description (Employer's Profile) agreed and signed by the employer.
 - (d) A current Risk Assessment.
2. Provide the client with an up to date work placement description which includes the risk assessment and parental/guardian consent form for the placement to take place
3. CBEBP maintains a computer-based administration system. This system will:
 - Maintain a current database of employers and placements.
 - Provide verification of the status of the placement for Employer's Profile purposes.
 - Generate appropriate documents.
4. That CBEBP will maintain the Central Registry of current Employer's Profile forms.
5. Act as a reference point for all queries relating to Work Experience. All documents will be held centrally by CBEBP.
6. On receipt of the application form with full details, subject to meeting agreed time scales CBEBP will:
 - (a) Contact appropriate employers.
 - (b) Confirm Pre placement conditions
 - (c) Confirm with the employer the nature and timing of the placement
 - (d) Confirm promptly these arrangements with the employer, in writing.
 - (e) Obtain a current Risk Assessment or information on the production of same where applicable.
7. Update the Client on a regular basis of the progress on the placement and re negotiate placements that are unrealistic or cannot be met by employers.



PART B the Client agrees to:

1. Consult with CBEBP and agree to a suitable time for the Work placement to take place .
2. Provide a completed application form, eleven (11) working weeks ahead of the agreed Work Experience date. Advise CBEBP of specific needs relating to their child.
3. Ensure that the child confirms the placement with the employer within ten (10) working days on receipt of confirmation from CBEBP of the placement details.
4. If the Client has sourced their own placement then full information needs to be given to CBEBP so that relevant checks can be made for the placement to take place.
5. Acknowledge receipt of placement description and Risk Assessment for the booked placement and complete the parents/guardians consent form.
6. Notify CBEBP in the event of the Client having been notified of any accidents involving the child during work experience placements.

I confirm that I have read this agreement and agree to be bound by the terms and conditions within it.

Signed:

Dated:

Name: