# Logo, company name  Description automatically generated

## WORK EXPERIENCE 3-WAY AGREEMENT FORM

|  |
| --- |
| STUDENT DETAILS |
| Name:  |  | Group: |  |
| School: |  | Placement Period: |  |
|  |
| EMPLOYER DETAILS |
| Company: |  | Contact Name: |  |
| Address: |  | Mobile/Direct Line: |  |
|  |  | Email: |  |
| Postcode:  |  |
| Placement Job Title and Description: |  |
|  |
|

|  |
| --- |
| For a company to take a student on work experience they **MUST have** Employers Liability Insurance (ELI) and Public Liability Insurance (PLI). Please provide us with the following details:Insurance Company: Policy Number:Expiry Date: |

 |
|  |  |  |  |
| STUDENT |
| As the student named above, I agree to:* Attend this work experience placement and understand that any information obtained about the employer’s business is held in confidence and will not be disclosed without the Employer’s permission.
* Adhere to all safety, security and requirements identified by the Employer ‘s representatives or by displayed instructions.
 |
| Signed: |  | Date: |  |
|  |  |  |  |
| **PARENT/GUARDIAN** |
| As parent/guardian of the above, named student, I confirm I have read and understood this form and any accompanying documents. I agree to the student attending this placement and confirm that: (\* Please delete as appropriate)* They **do not** suffer from any medical conditions.
* They **do** suffer from a medical condition which will be shared with the employer, details provided.
 |
| Signed: |  | Date: |  |
| Name: |  |
|  |
| EMPLOYER |
| As representative of the employer I agree to the student named above working on my premises in accordance with the Letter of Understanding. We agree to abide by all relevant/current legislation including Health and Safety, Data Protection Act, Sex Discrimination, Race Relations, Disability, and the Children’s Act. We will ensure that our Employer’s Liability Insurance will be in place to cover the student and will accept or insure against liability for loss, damage or injury caused by the student, in the same way as for paid employees. I understand that all the information provided will be shared in pursuit of educational activities and services and held in accordance with the current Data Protection Act and General Data Protection Regulations (GDPR).  |
| Signed: |  | Date: |  |
| Name: |  |

This work experience is co-ordinated by CSW Group on behalf of local schools and colleges in line with the national curriculum objectives to help young people gain skills for life.

**This form must be signed and returned to the school before the commencement of the work experience**.

LETTER OF UNDERSTANDING

Between CSW and the Employer providing Education Business Link Activities

OPPORTUNITY

1. The learner will carry out meaningful work, as described in the job description discussed. We will ensure that the work will be planned by a responsible person and the learner will receive appropriate induction, instructions, and supervision during the period of the work experience.
2. Pre 16 and Post 16 students attached to a school’s work experience programme will not receive any payment for this work, in accordance with the current Education Act.
3. Young Workers Directive limits time to 8 hours a day and max 40 per week, normally these can be between 6am–10pm. CSW advises that specific arrangements between the school, parents and employer should be in place for placements that occur outside of 8am-8pm or at weekends. This is particularly important for learners under the age of 16.

HEALTH, SAFETY, WELFARE AND SECURITY

1. We recognise that a learner on work experience is regarded as an employee for the purposes of Health and Safety legislation and the associated duty of care. We 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 where necessary and instruction given on its use.
2. We recognise the need for risk assessments to be carried out for learner before the placement, and that these are communicated to the parent/guardian. Where the significant risks have been recorded on the job description, we would expect the Educational Establishment to pass this information onto the learner/Parent/Guardian. We also agree to undertake, monitor, and modify risk assessments for the placement to take account of an individual student’s capabilities and any changes to working practices.
3. We will expect the learner/parent/guardian/Educational Establishment to inform us of any medical or other condition so that we can adjust our risk assessments and/or tasks accordingly.
4. In case of absence, accident, or sickness we will immediately notify the learner’s educational establishment. The learner will have access to welfare and other staff facilities including first aid.

SAFEGUARDING

1. We accept and understand the duty of care in respect of safeguarding of young people and will consider the suitability of staff who works with them. We will disclose staff, where known, who are disqualified from working with children, where appropriate, in accordance with The Criminal Justice and Court Services Act 2000 and Protection of Children Act 1999.

INSURANCE

1. We maintain Employers and Public Liability Insurance policies, as required to indemnify our business. We will ensure that these policies are current, in place for any period during which we have learners on placement and that this will cover the learner. We will (as for any paid employee) accept or insure ourselves against the less, damage or injury caused by the learner whilst a work experience employee of the company.

DATA PROTECTION

1. We will safeguard all learner details and keep them confidential in accordance with the current Data Protection Act and in compliance with the General Data Protection Regulations (GDPR and relevant UK registration).
2. The learner will be reminded by the Educational Establishment that they must not disclose any information confidential to the Employer without the employers’ approval.

STATUTORY OBLIGATIONS

1. The employer agrees to observe all relevant/current legislation, relating to Health & Safety, and legislation in respect sex discrimination, race relations, disability, and the Children Act.

CSW Group will hold all company and individuals’ details, for the pursuit of educational activities and services, in accordance with the current Data Protection Act.

If you wish your details to be removed please email workexperience@cswgroup.co.uk