

Newbury College Health and Safety Agreement

Securing the health, safety and welfare of the student undergoing a work experience placement.

1. **Example Business** currently has Employers' Liability Insurance Certificate which is on display in the workplace. Standard insurance cover should now include cover for student work experience placements. In any case of doubt check with your insurance provider.
2. **Example Business** is fully familiar with their responsibilities towards young people in the workplace, as outlined by the Health and Safety Executive (HSE). [Further information here.](#)
3. **Example Business** is familiar with the 'specific factors' relevant to the engagement and employment of young persons? [Further information here.](#)
4. **Example Business** have risk assessments of workplace tasks and activities fully taken into account young people in the workplace, by giving consideration to their age, inexperience, immaturity and lack of awareness of risks.
5. Workplace risks are going to be properly explained to the student, with appropriate control measures put in place such as ensuring adequate levels of supervision and including the provision of any necessary personal protective equipment and clothing.
6. Necessary personal protective equipment and clothing (PPE) will be provided for the student, together with any instruction and training in its correct use.
7. Any accidents involving and emergency first aid administered to the student will be properly recorded, with a copy of any accident record involving the student promptly reported and forwarded to his/her tutor back at the college concerned.
8. The student will receive a formal induction including any relevant health and safety instruction and training.
9. The student will be adequately supervised by suitably responsible and experienced 'competent persons', especially if required to operate any equipment and/or machinery.

Newbury College Student work experience providers' contract

- **Example Business** recognises that a student on work experience is regarded as an employee for the purposes of Health and Safety legislation and the associated common law duty of care we owe to our employees, visitors to the workplace and others affected by our business undertakings.
- **Example Business** will promptly notify the student's tutor in the event of any absence, early termination of placement because of student inappropriateness, injury or any other difficulties regarding the student.
- **Example Business** acknowledges our responsibility to risk assess workplace tasks and activities in the workplace in the context of young people, by giving consideration to their age, inexperience, immaturity and lack of awareness of risks and we will notify the student's tutor of any significant change to the work placement, work process or activity, operation and change in pastoral care.

- **Example Business** will notify the student's tutor by telephone and as soon as practicable of any accidents, of any case of ill health or any other incident which relates to the student's work experience. Where appropriate we will comply with the provisions of RIDDOR.
- **Example Business** will use our utmost endeavours to observe all current legislation, in particular that relating to Health & Safety, and the Equality Act 2010.
- **Example Business** confirms that we have in place Employer's Liability Insurance and Public Liability Insurance (including Motor Vehicle Insurance where applicable) which afford the same protection for the student as in respect of employees
- **Example Business** are aware of child protection issues, particularly the responsibility under the Criminal Justice and Court Service Act 2000 to disclose the names of individuals who are disqualified from working with children, where known to us.
- **Example Business** will select a suitably experienced/qualified employee to perform the role of mentor and supervisor to provide the learner with the necessary guidance and support. Our designated supervisor will work with the student's tutor to aid visits necessary to establish the student's welfare and progress.
- **Example Business** agrees to co-operate with any reasonable requests from Newbury College, including allowing access for quality assurance visits by Newbury College staff. In addition we will allow access and co-operate with any appropriate parties such as OFSTED, awarding bodies and funding agencies.
- **Example Business** will ensure that students are required to carry out meaningful work tasks. We will also ensure that any 'Specific Factors' as described by the [Health and Safety Executive](#) in relation to any potentially higher risk workplace activities the student is likely to be involved in are always fully taken into account.
- **Example Business** will take into account any relevant information, provided by the student's tutor, relating to the student's medical condition and/or any physical and learning disabilities, in formulating appropriate risk controls to protect students and/or employees
- All tasks asked of the student will conform to the laws governing the Employment of Young Persons and Work Experience (as defined in the Education Act 1996) and any other statutory obligations to the student will be observed.
- Data Sharing. During the course of the placement, we may become aware of sensitive personal information relating to students with us. We will only disclose such information to individuals who are required to know and we will store any information in a secure environment such as password protected electronic storage or locked cupboards that have limited access. Once the placement is complete, we will destroy this information.

Example Business accepts and understands their responsibilities as set out in the Newbury College Health and Safety Agreement including the Safeguarding and Prevent guidance.

Submitted By