



Work trials

Our agreement

jobcentreplus

Part of the Department
for Work and Pensions

Contents

- Part 1** Who this agreement is between
- Part 2** Purpose and interpretation of the agreement
- Part 3** Our obligations
- Part 4** Your obligations
- Part 5** Ending a work trial
- Part 6** Equal opportunities
- Part 7** Insurance and indemnity
- Part 8** Access
- Part 9** Financial arrangements
- Part 10** Ending this agreement
- Part 11** Health and safety

Agreement for providing work trials

1 Who this agreement is between:

a This agreement is between:

- The Secretary of State for Work and Pensions (acting through us, Jobcentre Plus), and
- you, _____
of _____

2 Purpose and interpretation of the agreement

a This agreement is for us to provide suitable candidates for work trials, and for you to provide work trials.

b In this agreement:

- candidate is a person who we have put forward to take part in a work trial, and
- work trial is a period a candidate is with you without you having to pay any costs.

3 Our obligations

a When we receive details of a vacancy, we will try to supply a suitable candidate.

4 Your obligations

- a You must give the candidate the opportunity to do tasks that will give him or her appropriate experience and prepare them for work.
- b If you do not offer the candidate a permanent position, you must tell us why if we ask for the reason.
- c You must not employ someone to fill a vacancy a candidate is currently filling.
- d On the first day of the candidate's work trial you must:
 - give the candidate appropriate health and safety information and training
 - introduce the candidate to the person responsible for their welfare and the work trial, and tell the candidate about any arrangements you have with trade unions and made sure that the candidate can join or stay a member of an appropriate trade union.
- e You must not pay any wages, bonuses or other type of payment to a candidate during or for the period of the work trial.
- f If the work trial is not taking place at your address, before the work trial starts you must tell us where the work trial will be carried out. You must immediately tell us if this changes.

5 Ending a work trial

- a The work trial will end if a candidate fails to attend for more than 2 days in a row without giving an explanation.
- b You may end the work trial at any time if this is necessary because of changes in the workforce needs of your business, the candidate's health and safety, or the candidate's behaviour.
- c If the work trial ends in any other circumstances, you must tell us immediately. If we ask you to explain why the work trial has ended, you must give us your reasons in writing.

6 Equal opportunities

- a When providing the work trial, you must not unlawfully discriminate against the candidate for any reason including because of their age, sex, race or disability.

7 Insurance and indemnity

- a You are responsible for managing and supervising a candidate taking part in a work trial.
- b The candidate is not an employee or agent of ours. We will not be liable for any loss or damage you suffer as a result of the candidate's actions, failures or negligence, unless the loss or damage was also caused or contributed to by the negligence of any of our employees or agents.
- c You must indemnify us against (protect us from) any claim for personal injury, loss or damage the candidate suffers during the work trial unless the loss or damage was also caused or contributed to by the negligence of any of our employees or agents.

8 Access

- a You must give our employees and agents reasonable access to your premise to oversee the work trial.

9 Financial arrangements

- a We will pay, either directly to the candidate or through you any expenses or allowances that the candidate is entitled to.
- b If it is agreed that you will pay the candidate any expenses or allowance due under clause 9a above, we will refund these amounts to you when you give us details of the payments made.

10 Ending this agreement

- a You or we may end this agreement early by giving the other at least 3 weeks' notice in writing. No reason has to be given. Once this agreement ends, you and we no longer have the rights and responsibilities set out in it, except for any that arose before this agreement ended.

11 Health and safety

- a All candidates are entitled to train and work in a healthy and safe environment. Under health and safety law they must be treated as your employees, whether or not you pay them. So you must keep to relevant health and safety regulations in the same way as for the rest of your workforce.
- b For us to be sure you have suitable health and safety arrangements in place; you must fill in the accompanying health and safety questionnaire. The questions relate to your legal responsibilities. We will not enter into a contract with you if you cannot answer 'yes' or 'does not apply', if appropriate, to all questions. Similarly, you must satisfy us that any subcontractor you use can also answer 'yes' or 'does not apply'
- c If the candidate is injured or suffers from a work-related illness during the course of the work trial, you must tell us within five working days. You must also follow your own accident- reporting and investigation arrangements.

Note: at any time we can ask you for extra information about your health and safety arrangements.

Authorised to sign for and on behalf of the employer

Name (in capitals) _____

Position in organisation _____

Address in full _____

Signature _____

Date _____

Authorised to sign for and on behalf of Jobcentre Plus

Name (in capitals) _____

Position in organisation _____

Address in full _____

Signature _____

Date _____

For more information or to place a vacancy contact us online or by telephone:

www.jobcentreplus.gov.uk/employers

0845 601 2001

Textphone **0845 601 2002**

Textphones are a service for hearing impaired customers, and don't accept text messages from mobile phones.

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As at September 2008, calls to 0845 numbers from BT land lines should cost no more than 4p a minute with a 7p call set-up charge. You may have to pay more if you use another phone company, a mobile phone, or if you are calling from abroad.

Jobcentre Plus is committed to applying the principles of equal opportunities in its programmes and services.

Part of the Department for
Work and Pensions

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