



REHAB UK

1ST May 2002

Mr. D. Nelson
Personnel Officer
District 5
Wear Industrial Estate
Washington
Tyne & Wear
NE37 1LJ

Dear Dave

RE: Job Coach Support to Brian Nesbitt

I am writing regarding our meeting yesterday as I feel there are a few issues that have been left unresolved, I would also like to put to you my proposals for the future.

Firstly, I apologise for any misunderstandings regarding Dunlop's position, I would like to emphasise that I am fully aware that fundamentally Dunlop is running a business, and appreciate that Dunlop has in effect created a role for Brian and have clearly been very supportive. I would like to stress that the points that I raised at the meeting are as a result of discussions, in person and by telephone, with Brian. Unfortunately, as I explained to Brian yesterday I cannot assist him in progressing with these issues unless you are made aware of them, therefore I fed the issues back to you.

I feel that lately I have been put in a negotiating role as opposed to a Job Coach role by Brian. It is with this in mind that I propose that, until such times that Brian requires Job Coach support, I wish to withdraw my visits. However, should Job Coach support be required, for example when the new system is running, please do not hesitate to contact me.

I have also suggested to Brian that in future should he have issues that he is unhappy with, these should be discussed directly with you or through a mediation of Brian's choice.

Should you require any assistance, please do not hesitate to contact me.

Yours sincerely

Karen Belton
Job Coach / Placement Officer

PLEASE REPLY TO:

- ☐ Director of Brain Injury Services
Windermere House
Kendal Avenue
London W3 0XA
Tel: 020 8896 2333
Fax: 020 8896 2444
- ☐ Birmingham Brain Injury
Vocational Centre
Centre City Atrium
5 Hill Street
Birmingham B5 4UA
Tel: 0121 616 3900
Fax: 0121 616 3909
- ☐ Greater Manchester Brain Injury
Vocational Centre
St. James's House
Pendleton Way
Salford M6 5FW
Tel: 0161 742 4200
Fax: 0161 745 7703
- ☐ London Brain Injury
Vocational Centre
21 St. Thomas Street
London SE1 9RY
Tel: 020 7378 0505
Fax: 020 7403 4219
- ☒ Tyne & Wear Brain Injury
Vocational Centre
Melbourne House
Melbourne Street
Newcastle-upon-Tyne NE1 2JQ
Tel: 0191 232 0234
Fax: 0191 230 4307

"Rehab UK provides assessment, training and development programmes for people with disabilities."

Rehab UK is a charitable company limited by guarantee.

Registered in England No. 3005672 Registered Charity No. 1043839.

Part of The Rehab Group.

Registered Office: 12 Gough Square, London EC4A 3DE

Remploy Limited
Spencer House
Britannia Road
Banbury
Oxon
OX16 5DP

PLEASE ATTACH YOUR
BUSINESS CARD HERE

Ref.: Remploy Development Agreement

Dear Partner,

Welcome to Remploy Interwork.

Our mission is 'To expand the opportunities for disabled people in sustainable employment with Remploy and the community it serves'.

We are delighted that you are joining with us in providing employment for your employee via the Workstep programme under which our support is provided.

Please find attached a copy of the agreement, which sets out our respective responsibilities for the integration of the employee into your organisation.

In the spirit of partnership, we wish to record the intention in entering into this agreement that

- We will work together to provide support to you and the employee to enable successful completion of the employee's Development & Progression Plan.
- ~~We will work together to help the employee to 'progress' to unsupported employment with you on the date agreed between us.~~
- We will keep contact with you, after progression, to ensure that your employee sustains his position with you.

May I take this opportunity to thank you for your contribution to the development of your employee and I look forward to working with you.

Yours sincerely,

Remploy Development Agreement

Name Dunlop Tyres
Address District 5, Wear Industrial Estate
County Tyne + Wear Postcode NE37 1LJ
Contact Name Dave Nelson
Telephone No 091 4195227
Fax No
E mail

Name As above

Address

County Postcode

Contact Name

Telephone No

Fax No

E mail

☒ New ☐ Existing ☐ Transfer

Brian Nesbitt

NI No.

Flexide admin post

Outline

From (start date)

4/3/02

To (progression/review date)

30/9/02

Ref: 000757

Gross Wage

£ 14479 P.A.

Per week/per month

No. Working Days

5

No. Hours/week 37.5 hrs.

Workpattern (tick Box)

Days



Nights



Shifts



Agreed Level of
Practical Support

Support from job coach
for six months - monthly
visits. Six visits in total
amounting to one hour
each.

Signed on behalf
of Remploy

J Milburn

Date 4.3.02.

Name
(Print)

Joanne Milburn

Position

E.D.C.

Signed on behalf
of Employer

D. Nelson

Date

4/3/02.

Name
(Print)

D. NELSON

Position

PERSONNEL

Development and progression plan

| | |
|---|--|
| Print name | Brian Nesbitt |
| Start date | 4.3.02. |
| Contact | Dave Nelson |
| Development goals, what I want to do or learn | To continue to develop adm. in order to maintain susta. |
| Steps to be taken | Ensure attendance is ok Use 'strategies' put in place his duties effectively. Ask for support when required To be flexible within his |
| By when | Over the next six months. |
| Who will help | Karen Belton - Job coach / John Soulsby - I.T. consultant Use of the natural support Monitoring and guidance |
| Support requirements | Problems with initiation of Solving tasks Support required would be and monitoring his fatigue |
| Target date for completion | 30.9.02. |

Signature (print name)

Sign

B. Nesbitt

B. NESBITT

role
able employment.

high standard.

order to carry out

role to adopt various duties

placement officer } Rehab UK.

in the work place

from Joanne Milburn Reemploy.

issues, short term memory problems

helping him put the strategies in place.
and ensuring he is not taking on too much.

or employer (if relevant)

Signed for Reemploy

[Signature]

[Signature]

REMPLOY DEVELOPMENT AGREEMENT

1. INTERPRETATION

- 1.1 "Remploy" shall mean Remploy Limited of 415 Edgware Road, Cricklewood, London, trading through "Remploy Interwork" and the words "we", "us" and "our" shall have the same meaning.
- 1.2 "Employer" shall mean the employer named overleaf and "you" and "your" shall have the same meaning.
- 1.3 "Employee" shall mean the person named overleaf.
- 1.4 "Agreed level of support" shall mean the practical level of support, which is stated overleaf.
- 1.5 "Role Outline" shall mean the role outline set out overleaf.
- 1.6 "Gross Wage" shall mean the amount of money to be paid to the Employee per week or month (as appropriate) in consideration of the agreement of employment between you and the Employee, which at the commencement of this agreement is the amount stated overleaf.
- 1.7 "Agreed period of support" which is stated overleaf is the period during which this agreement will continue unless determined earlier under the provisions in Clause 10.

2. GENERAL

- 2.1 These are the general conditions on which Remploy agrees to enter into this agreement.
- 2.2.1 Any variations to these conditions will only be effective if the Group General Manager of Remploy Interwork, one of our Directors or the Company Secretary signs such agreement.

3. THE EMPLOYEE

- 3.1 If the Employee shall cease to be in your employment or is not otherwise available to provide their services to you, we shall not be required to support a replacement.
- 3.2 It is accepted that the Employee is your employee and we are not responsible for the Employee's agreement of employment or any decisions concerning the future employment or termination of the Employee agreement.

4. REMPLOY'S OBLIGATIONS

We will:

- 4.1 Prepare an Individual Development & Progression Plan for the employee to identify development and training needs.
- 4.2 We will monitor the employee 6 months from their progression date.

5. EMPLOYER'S OBLIGATIONS

You will:

- 5.1 Take into account the Employee's work limitations and make reasonable adjustments in the workplace.
- 5.2 Ensure that all wage rates, benefits, basic terms, conditions of employment including sick pay and holiday pay apply equally to the Employee as they would to your other employees carrying out similar work.
- 5.3 Provide the Employee with work commensurate with the Role Outline set out overleaf.

5.4 Provide such training and personal development as identified in the Individual Development & Progression Plan to enable the Employee to perform their duties and achieve Progression.

5.5 Comply with relevant statutes, regulations and directives in relation to the Employee.

6. REVIEW

6.1 The Agreed level of support will be reviewed from time to time in order to ensure that the employees progress is satisfactory.

7. HEALTH AND SAFETY

7.1 You agree that you will comply with your duties towards the Employee under

- (a) The Health & Safety at Work Act 1974;
- (b) All relevant statutory provisions (as defined in that Act);
- (c) All other statutes and regulations relating to Health & Safety;
- (d) Common law in respect of the Employee

and that you will indemnify and keep indemnified us in respect of all liabilities, costs, claims, demands, expenses, fines and other penalties (including legal fees and expenses) which we may incur or sustain as a result of any failure by you to so comply.

8. OUR LIABILITIES

8.1 Nothing in this clause restricts our liability for death or personal injury resulting from our negligence.

8.2 You acknowledge that you have day to day control over the activities of the Employee and as such you accept that it is fair and reasonable that we shall not be liable to you by any reason or any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under the express terms of the agreement for any direct, indirect, special or consequential loss or damage (whether through loss of profit or otherwise) costs, expenses or other claims or compensation whatsoever which arise out of or in connection with this agreement.

8.3 We will not be liable for the failure of the Employee to meet the requirements or expectations of you or for any loss expense or costs arising or purporting to arise on the failure of the Employee to attend his place of work or for any part of the period of engagement or from the Employee's negligence, dishonesty, misconduct or lack of professional ability.

9. TERMINATION

9.1 These provisions are in addition to any other right to terminate the agreement for breach of any obligation.

9.2 This agreement will continue during the agreed period of support unless determined earlier under the provisions in this clause.

9.3 We may at our option terminate this agreement by notice in writing if you (a) cease to trade or threaten to cease

trading or (b) enter into a composition or voluntary arrangements with your creditors or (c) have a receiver or administrator appointed over the whole or any part of your business or assets or (d) have a creditor's winding up petition advertised against you in the appropriate Gazette or (e) pass a resolution to wind up (other than for the purposes of a solvent amalgamation or reconstruction) or (f) being an individual or firm, become bankrupt.

9.4 We may be terminated by us upon service of 1 month's prior written notice.

9.5 This agreement will automatically terminate in the event that

- 9.5.1 the Employee ceases to be employed by you,
- 9.5.2 the Employee is no longer eligible for Workstep.
- 9.5.3 you fail to meet your obligations imposed by statutes, regulations and directives and your Health and Safety obligations (Clause 7) to the Employee.
- 9.5.4 you are in material breach of any other provisions of this agreement

9.6 In the event of termination under this Clause:

- 9.6.1 We shall not be liable to pay your compensation for loss of profit.
- 9.6.2 You will indemnify us in full for all damages including any award made in Employment Tribunal proceedings, costs and expenses we incur where termination of this agreement has both resulted in the termination of the Employee agreement and such termination has been or would have been adjudged by a Tribunal or Court to be by reason of a breach of any statutes, regulations or directives or breach of any other obligations to the Employee by you.
- 9.6.3 The indemnity in Clause 9.6.2 shall include any costs and expenses we incur in respect of any compromise of a claim which we may reasonably reach, so long as the claim made against us alleged matters which would allow us to claim against you on the indemnity, if the alleged matters had been made out.

10. WARRANTIES

10.1 These warranties are in addition to the other obligations in this agreement.

10.2 You will bear legal liability for all deaths and personal injury resulting from your negligence or the negligence of your Employee's servants or agents.

10.3 You will indemnify us against all actual and alleged claims, actions, costs, damage, expense and losses (including those incurred in defending legal proceedings) arising directly or indirectly from or in consequence of or which reasonable entail any breach or any allegation of the same by you of your obligations under this agreement.

10.4 This indemnity will exist even if the claim made against us is ill founded and even if you were not in breach of your obligations under the agreement, so long as the claim made against us alleged matters which would allow us to claim against you on the indemnity, if the alleged matters had been made out.

10.5 You will also indemnify us in respect of any compromise of a claim which we may reasonably reach, so long as the

'claim made against us alleged matters which would allow us to claim against you on the indemnity, if the alleged matters had been made out.

11. ASSIGNMENT

This agreement is personal to you and you may not assign it without our consent.

12. NOTICE PROVISIONS

12.1 Any notice to be given under this agreement by either you or us shall be in writing and shall be deemed duly served if delivered personally or sent by fax or by pre-paid registered post to the addressee at the address or (as the case may be) the fax number of that party set below its name below:

For the attention of the Group General Manager of Remploy Interwork

Remploy Limited
Spencer House
Britannia Road
Banbury OX16 8DP

Fax No. 01295 274950

Employer:)
Address:)
For the attention of:)
Fax No:)

See Overleaf

or such other address (or fax number) as the party to be served may have notified (in accordance with provisions of this clause) for the purposes of this agreement.

12.2 Any notice sent by fax shall be deemed served when despatched and any notice served by pre-paid registered post shall be deemed served 48 hours after posting. In proving the service of any notice it will be sufficient to prove, in the case of a letter, that such letter was properly stamped, addressed and placed in the post or delivered or left at the current address if delivered personally and, in the case of a fax that the fax was duly despatched to the fax number of the addresses given above or subsequently notified for the purposes of this agreement.

13. NO LEGAL PARTNERSHIP

Nothing in this agreement creates or shall be deemed to have created a legal partnership and neither party shall have authority to act as agent or otherwise bind the other or make any representation suggesting to any other person that a partnership may exist.

14. LIMITED INVALIDITY

If any clause, part of clause or any other provision of this agreement shall be or become void or unenforceable, the remainder of this agreement shall remain in full force and effect and neither party shall be discharged from its remaining obligations hereunder.

15. PROPER LAW AND JURISDICTION

This agreement is governed by and shall be construed in accordance with the laws of England.