

## **SUBCONTRACTORS POLICY**

This policy applies to any subcontractors in accordance with the apprenticeship Funding rules and policy intent as stipulated by the ESFA.

Riverside Training will enter into subcontractor provision in order to optimise the impact and effectiveness of, and to support the quality of apprenticeship training.

### **Rationale for Subcontracting**

Riverside Training will engage with Subcontractors to enhance the ability to meet customer's needs in line with ESFA guidance.

### **Programme Delivery**

Riverside Training expects its subcontractors to comply with the rules for delivery of apprenticeship training and/or on programme assessment to include the following:-

- Off the job training, including some or all of the training aspects of a licence to practise or non-mandatory qualification. In both cases there must be a clear overlap between this training and the knowledge, skills and behaviours needed for the apprenticeship standard.
- Regular planned on programme assessments to discuss progress to date and the immediate next steps required
- Self-directed distance learning (where it forms only part of the learning experience), interactive online learning (virtual classrooms) or blended learning relating to the off-the-job training element of an apprenticeship.
- Time spent by employers/ managers to mentor apprentices; this must be directly linked to the apprenticeship training and assessment, including end-point assessment and be in addition to generic line management responsibilities.
- An apprentice taking part in a skills competition if the employer and main provider have agreed that participation in the competition directly contributes to helping that individual achieve the apprenticeship standard.

Both parties should appoint a contract manager to ensure that services are delivered to correct specifications and to ensure that the quality of service is maintained to the standards agreed. The subcontractor should carry out the delivery with reasonable skill, care and diligence and should comply with all reasonable requests from Riverside Training.

### **Quality Assurance**

The subcontractor is entirely responsible for its employees, agents and associates and for ensuring that it has the necessary resources and skills to carry out the delivery and that it meets the relevant requirements of OFSTED, the awarding organisations and any other regulatory bodies, including the funding requirements as stipulated by the ESFA. The subcontractor must have in place a rigorous system for quality assurance to include regular reviews and assessment of the quality and compliance of the services delivered. Riverside Training will perform its own checks to assess the quality and delivery of the services being provided at regular, agreed intervals and if deemed necessary and reasonable, will request

Subcontractors Policy V1.0 (Dec 18)

and agree to an action plan of improvement to ensure that minimum levels of performance, financial health and/ or control checks are adhered to. Failure of the subcontractor, to comply with this request, will constitute as a serious breach of the contract.

### **European Funding and Other sources of Funding**

The subcontractor must not use the funding from the Contract to make bids or claims from any European source of funding on its own behalf or on behalf of Riverside Training without obtaining consent in writing from Riverside Training, that it may do so (such consent not to be unreasonably withheld).

Where the subcontractor has access to other funding streams, they will be required to demonstrate that no double funding has occurred in respect of the Services delivered under the Contract. Where Riverside Training identifies double funding in respect of the Services and the subcontractor agrees with that assessment, the subcontractor will be liable to repay to Riverside Training any sums paid by Riverside Training in respect of the Service for which they has received funding from another source and Riverside Training reserves the right to deduct such sums from any monies owed to the subcontractor under the Contract.

Riverside Training reserves the right to use payments made under the Contract as match funding for European Social Fund Co-Financing Projects. Where requested to do so in writing by Riverside Training, the subcontractor shall provide such information and in the form as Riverside Training specifies to enable Riverside Training to comply with the requirements of the European Social Fund. The subcontractor shall if requested to do so by Riverside Training inform Learners or others that the Services provided have been financed in whole or part by the European Social Fund.

### **Breaches**

Riverside Training are committed to ensuring that all legislation and performance measures as stipulated for the programme delivery of our subcontractors are adhered to and any breaches to these will result in the following action being taken:-

Definition: " Breach" shall mean a delay or non-performance by either Party of its obligations which does not materially, adversely or substantially affect the performance or delivery of the Service or the provision of a safe, healthy and supportive learning environment;

"Minor Breach" shall mean any breach which is not a Serious Breach.

"Serious Breach" shall mean any breach defined as a Serious Breach or any breach which adversely, materially and substantially affects the performance or delivery of the Service or the provision of a safe, healthy and supportive learning environment. Failure to comply with legislation, or actions or omissions by either party that endanger the health or safety of Learners would constitute a Serious Breach.

For the avoidance of doubt:

- neither Party shall be liable for any Minor Breach or Serious Breach under this Clause, which occurs as a direct result of any act or omission by the other Party, its staff or agents;

- in the event of a breach the party not in breach may enforce the Clauses in the Contract relating to breach even if it has not done so in the event of earlier breaches.

### **Minor Breach**

Without prejudice to any other remedy, in the event of a Minor Breach, the Parties will adopt the following procedure: The Party not in breach shall be entitled to serve written notice on the Party in breach, giving full details of the breach and requiring the other Party to remedy the breach within a specified period. If the Party in breach fails to remedy the Minor Breach within the said 28 day period or such other period as may be agreed between the Parties it shall constitute a Serious Breach by the Party in breach.

### **Serious Breach**

Without prejudice to any other remedy, in the event of a Serious Breach, which is capable of remedy, the Parties shall adopt the following procedure: The Party not in breach shall be entitled to serve written notice on the other Party giving full details of the breach and requiring the Party in breach to remedy the breach within a specified time period. In the event that a Serious Breach of the Contract by the subcontractor cannot be remedied within the period specified in the notice as served or such other period as may be agreed between the Parties Riverside Training may: require the subcontractor to suspend recruitment of Learners to the Service to which the Serious Breach relates; suspend payment to the subcontractor in respect of that part of the Service to which the Serious Breach relates.

In the event that any Serious Breach cannot be remedied at all or within the period specified in the notice served or such other period as may be agreed between the Parties, the Party not in breach may at its sole discretion terminate the Contract or that part of the Service to which the breach relates with immediate effect on notice in writing to the other Party.

### **Legalities**

Riverside Training is subject to legal duties which will extend to the subcontractor within the following guidelines, but is not limited to :-

- **Freedom of Information Act 2000;** The Freedom of information Act 2000 may require Riverside Training to disclose on request, information relating to the subcontractor. Any decision made by Riverside Training pursuant to a request under the Act is solely a matter for and at the discretion of Riverside Training. Riverside Training shall use reasonable endeavours, but shall not be obliged to consult the subcontractor.
- **Equality Act 2010;** The subcontractor shall not unlawfully discriminate within the meaning and scope of the provision of the Equality Act 2010 relating to discrimination in employment or the provision of services.
- **Health and Safety at Work etc. Act 1974;** The subcontractor shall comply with all relevant health and safety legislation, and must take all reasonable steps to ensure that the services are provided in a safe, healthy and supportive environment that meets the needs of the learners.
- **General Data Protection Regulation 2018;** Riverside Training shall ensure that any information acquired in the delivery of the contract will at all times comply with the

Subcontractors Policy V1.0 (Dec 18)

obligations of the GDPR 2018 and that the subcontractor will also have the same measures in place to meet these and will notify Riverside Training within 48 hours of any breach in the legislation.

This policy will be reviewed on an annual basis

Subcontractors Policy V1.0 (Dec 18)

