

Contract of Sponsorship

**Primary Sponsorship
(Sentinel Scheme Rules)**

Between

**Seaton Rail Limited
(Primary Sponsor)**

And

Name: _____

Sentinel No: _____

**Employment Status: Directly Employed/ Employed Agency Zero Hours/
Sub-contractor/ Self-Employed**

Please circle status

Dated: ___ / ___ / ___



This document contains the terms and conditions of sponsorship in accordance with the Sentinel Scheme Rules.

CONTRACT OF SPONSORSHIP

(Sentinel Scheme Rules)

Note: This Contract of Sponsorship is issued in addition to your terms and conditions of employment as outlined in your Contract of Employment.

SEATON RAIL OBLIGATIONS AND COMMITMENTS

For the purpose of health and safety legislation Seaton Rail will fulfil the role of Employer regardless of your employment status (i.e. directly employed/ self employed/ casual worker or sub-contractor).

1. Induction

The Company will arrange for you to attend an induction, this induction will cover the following topics;

- Company structure;
- Roles & responsibilities;
- Company policies and procedures;
- Disciplinary and grievance procedure;
- Health and Safety requirements;
- Environmental requirements;
- Sentinel scheme rules;
- Training and competency requirements;
- Applicable legislation and regulatory requirements;
- Site specific requirements

2. Sentinel Smart Card

We will issue you with a valid Sentinel smart card, if you lose, damage or have your card stolen you agree to report this immediately to your Line Manager (or out of office hours the On-Call Manager).

3. Seaton Rail Branded PPE

The Company will issue to you free of charge Seaton Rail branded personal protective clothing (PPE). You must wear the PPE provided at all times when on assignment for the Company on Network Rail Managed Infrastructure as per the Company's PPE Policy Statement.

4. Briefings and Safety Related Documentation

We will arrange for you to attend safety briefings/ toolbox talks and will issue safety alerts/ bulletins including updates to Rule Book Handbooks, Network Rail Standards and the Sentinel Scheme Rules.

At Induction you will be issued with a Rule Book, Employee Handbook and any other relevant documentation you require to undertake your duties.

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5. Training and Workplace Assessments

The Company will arrange/ provide training and workplace assessments at the required intervals for you to maintain your competencies; we will undertake an annual review of duties undertaken and provide mentoring support to develop competencies.

6. Safety Critical Trackside Equipment

We will (jointly with any sub sponsors) arrange for the issue of Marker Boards, Possession Limit Boards (stop boards) lookout out kits and any other safety critical trackside equipment you require to undertake your duties. This equipment must be requested through your Line Manager and any property belonging to the Company must be returned if faulty, out of date, unfit for purpose and at the end of the assignment.

7. Medication and Medical Restrictions

The Company has in place a facility for checking medication 24 hours a day, seven days a week. You will be given a Chemist on Call Card at Induction and must contact your Line Manager (On Call Manager out of office hours) to arrange a check of any medication being taken. The Company will also arrange for a Chemist to call you should you require advice, guidance or instruction on any medication or medical restrictions.

8. Contract of Employment and Sub-Sponsors

All sponsored staff regardless of employment status will be issued with a Contract of Employment. Full time directly employed employees are not permitted to have any sub-sponsors, temporary workers, self employed or sub-contractors who enter into a contract of sponsorship with the Company are permitted to have no more than two sub-sponsors.

9. Termination of Contract of Sponsorship and De-sponsoring

All requests for de-sponsorship and termination of this Contract of Sponsorship will be reviewed and actioned by the management team within five days of receiving a written request from the sponsored individual.

De-sponsorship of Individuals where a breach of the Sentinel Scheme Rules is suspected will not be actioned until an investigation has been completed and all parties agree to the de-sponsorship.

Nothing in this Contract prevents us from terminating this contract and your contract of employment summarily or otherwise in the event of any serious breach by you of the Sentinel Scheme Rules and or your terms of your employment or in the event of any act or acts of gross misconduct by you.

The Company will advise you in writing stating the reasons why we have de-sponsored you and terminated this Contract of Sponsorship.

10. Breaches of Sentinel Scheme Rules

Breaches of the Sentinel Scheme Rules include but are not limited to the following;

- 1. Any fraudulent or falsification of documents or records relating to safe working.**
- 2. Any conviction related to theft or attempted theft of railway materials.**

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3. Any breach in working hours by reporting or endeavouring to report for a shift, having previously undertaken a shift on NRMI within the last 12 hours (double shifting) unless a risk assessment has been conducted by Seaton Rail's management team and suitable control measures implemented.
4. Any event of presenting a falsified or copied Sentinel Card or claiming a false identity for the purposes of trying to gain entry onto NRMI, undertaking a training/assessment event, presenting themselves for a medical examination or drug and alcohol test.
5. Attempting to cheat any assessment for a Sentinel managed competence and/or trying to gain access to an online or paper assessment for a Sentinel managed competence outside of an accredited assessment centre.
6. The infringement of any health and safety legislation or NWR policies, standards or rules including the Life Saving Rules.
7. Any event of negligence which causes, or has the potential to cause loss, damage or injury.
8. Any event of physical violence while at work.
9. Any event of deliberate damage to NWR property.
10. Any allegation of a breach of the Sentinel Scheme Rules which is found to be false and is proven to have been made with malicious intent.
11. Any other event that fails to adhere to the Sentinel Scheme Rules.

Likely outcomes to any breaches of the Sentinel Scheme rules as shown in table A.

The Managing Director will conduct an Investigation into all breaches of the Sentinel Scheme Rules/ Contract of Sponsorship and produce a detailed report. The Investigation report will be made available to all concerned including Sentinel and Network Rail.

Primary sponsored staff may appeal the decisions of the Investigation as detailed in the Employee Handbook/ Policy Statement POL/10 Grievance Procedure and the Sentinel Scheme Rules.

Hard copies of the Sentinel Scheme Rules will be made available upon request from the Office Manager.

11. Your Obligations and Commitments

By signing these agreements, I confirm that I will at all times whilst on Network Rail Managed Infrastructure and when travel to and from my place of work will;

- carry my Sentinel Smart card;
- comply with the Life Saving Rules;
- be personally accountable for working safely, I will report any accidents, incidents, near misses, close calls and breaches to the Sentinel Scheme Rule;
- inform Seaton Rail of any changes to my personal information that is recorded on the Sentinel database and or printed on my Sentinel Smart Card;

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- accept Seaton Rail as my primary sponsors and confirm I am aware of the identity of my sub-sponsors;
- provide the correct name of my sponsor (for whom I am working for at the time) when booking on or signing in with site access control;
- Undertake a pre-sponsorship Drugs and Alcohol screening before commencing work on NRMI. (No screening is required if a screening has been conducted in the last three months)

Employee

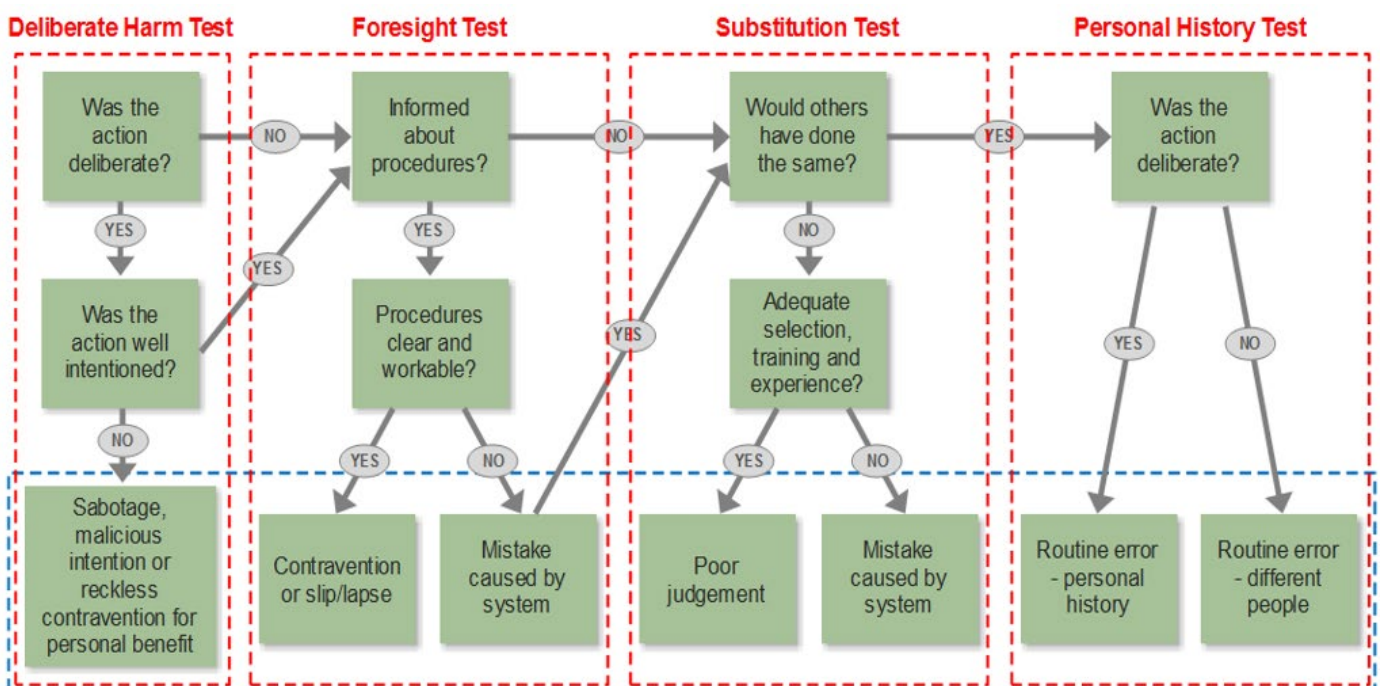
I accept the terms of this Contract of Sponsorship Agreement.

Signed:

Date:

Name:

Fair Culture Consequences Model



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TABLE A:

EVENT:	SEATON RAIL OUTCOME			SENTINEL SCHEME OUTCOME
	Mistake caused by system, routine error	Slip/Lapse, poor judgement	Contravention	Reckless Contravention, Malicious Intention, Sabotage
	Coaching, Mentoring, Retraining, Assessment			Takedown, Suspension
Any fraudulent or falsification of documents or records relating to safe working				Single occurrence
Any conviction related to theft or attempted theft of railway materials.				Single occurrence
Presenting a falsified or copied Sentinel Card or claiming a false identity				Single occurrence
Attempting to cheat any assessment for a Sentinel managed competence				Multiple occurrence/Deliberate breach
Any allegation of a breach of the Sentinel Scheme Rules which is found to be false and is proven to have been made with malicious intent.				Multiple occurrence/Deliberate breach
The infringement of any health and safety legislation or NWR policies, standards or rules including the Life Saving Rules deemed as reckless contravention				Multiple occurrence/Deliberate breach
Any event of negligence which causes, or has the potential to cause loss, damage or injury				Single occurrence
Any event of deliberate damage to NWR property				Single occurrence
Any event of physical violence while at work	Unknown breach			Multiple occurrence/Deliberate breach
Any other event that fails to adhere to the Sentinel Scheme Rules.	Unknown breach			Single occurrence
Any breach in working hours by reporting or endeavouring to report for a shift, having previously undertaken a shift on NRMI within the last 12 hours (double shifting)	Unknown breach (other than double shifting)			Multiple occurrence/Deliberate breach

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