



NEW DEAL SELF-EMPLOYMENT ROUTE

STAFF INSTRUCTIONS

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JobCentre

DEPARTMENT for EMPLOYMENT and LEARNING

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SECTION 1 – OVERVIEW AND ELIGIBILITY

Introduction

- 1.1 For those New Deal participants who are interested in running their own business a separate New Deal self-employment route has been developed. This is available to eligible participants within the New Deal for 18 to 24 year olds, New Deal 25+, New Deal for Lone Parents (NDLP) and the New Deal for Partners (NDP). The self-employment route comprises three distinct stages as follows:

- Stage 1 A Basic Awareness Session – one half day
- Stage 2 The Start A Business Programme (SABP) – 5 days
- Stage 3 Test Trading – an opportunity to test self-employment for up to 26 weeks

Stages 1 and 2 are delivered during the Gateway period while Stage 3 is delivered within the Employment Option (New Deal for 18 to 24 year olds), the Preparation for Employment Programme (New Deal 25+), the New Deal for Lone Parents or the New Deal for Partners self-employment provision.

Stages 1 and 3 are delivered by contracted Providers who are experienced in assisting people into self-employment. Stage 2 is delivered by the network of SABP Delivery Agents (mainly Local Enterprise Agencies).

These New Deal Self-Employment Staff Instructions cover the delivery and administration procedures to be followed by New Deal Personal Advisers (NDPAs) and should be read in conjunction with the Operational Guidelines for Contracted Providers of the New Deal Self-Employment route.

Aim

- 1.2 The New Deal Self-Employment route aims to help improve participants' chances of becoming self-employed and sustaining a successful business. It does this by providing participants with:

- A Basic Awareness Session (Stage 1) which provides an initial awareness of and information on, self-employment issues. This may be on a one-to-one basis or in a small group session, typically lasting half a day;
- attendance at the Start A Business Programme (SABP) with a local Delivery Agent (Stage 2). This provides further one to one counselling and a short course comprising 10 modules, which cover Sales and Marketing, Finance Management, Legal and Statutory issues, General Business Practices and ICT support. The outcome of this stage is the development of a Business Plan;
- a period of test trading, where appropriate, for up to 26 weeks (Stage 3);
- Stage 3 also provides access to good quality advice and support from a self-employment Provider on an on-going basis;
- preparation to set up and run a successful business;
- an opportunity to experience the realities and responsibilities of self-employment;
- a dual signature bank account which requires the signature of the participant and Provider on all cheques ;
- transferable skills, which will help participants into work with an employer if appropriate.

Eligibility

- 1.3 The eligibility criteria for entry to the New Deal for 18 to 24 year olds, New Deal 25+, New Deal for Lone Parents and New Deal for Partners are clearly defined in the relevant Staff Instructions. NDPAs should confirm that potential participants to the Self-Employment route meet the eligibility criteria for the relevant New Deal, including criteria for early entry.

People with a Health Condition or Disability

- 1.4 The Disability Discrimination Act 1995 (DDA) places certain obligations on employers and service providers. This means that Providers have a legal obligation to provide placements for disabled people. In particular instances this may involve making reasonable adjustments to arrangements, to remove any disadvantage the disabled person would otherwise experience.

Participants with a health condition or disability who wish to take the self-employment route should be referred initially to the Disability Employment Adviser (DEA) who will advise them about available assistance and financial support. The DEA will act as the NDPA for eligible participants on their caseload, including those interested in self-employment. The DEA will also be a source of advice and support for the NDPA when dealing with participants with disabilities who are interested in this route.

Re-entrants to the Self-Employment Route

- 1.5 New Deal Self-Employment test trading supports participants to try out, over a period of up to 26 weeks, a business idea which has potential to lead to a sustainable business. During this time they receive support from a business adviser and financial support through receipt of New Deal Benefit Based Training Allowance or, in the case of lone parents/partners, their current rate of benefit plus a Training Premium.

Re-entrants to New Deal, who have previously participated in self-employment test trading which did not lead to a sustainable business, should not normally be awarded a second period of test trading. While re-entrants may avail of the advice and guidance elements offered through Stages 1 and 2 only in **exceptional circumstances** should a second period of test trading be approved. Where the NDPA considers that a further period of test trading is appropriate this should only be approved with the written agreement of the New Deal Team Leader. In deciding whether a second period of test trading may be appropriate the NDPA and Team Leader should take into account:

- (i) the reasons why the initial period of test trading proved unsuccessful;
- (ii) any exceptional circumstances which militated against success; and
- (iii) any evidence available which would lead them to believe that there is now a realistic prospect of a successful business being sustained beyond the test trading period.

Exceptional circumstances would include those circumstances which are out of the ordinary, or are not anticipated in the normal course of events, or beyond the control of the individual and which, in the context of test trading, prevent the development of a sustainable business at the end of the test trading period. It is for the applicant to show that the failure to achieve a sustainable business at the end of the test trading period was due to exceptional circumstances.

Failure to attract sufficient customers, low levels of income or a product/ service which proved uneconomically viable would not be considered as exceptional circumstances and, as such, would not warrant the award of a second period of test trading.

It is essential that any decision to approve a second period of test trading is soundly based, fully documented and can be justified.

Core Gateway

- 1.6 Participants on the New Deal for 18 to 24 year olds or New Deal 25+ are normally required to participate in Core Gateway. This requirement will apply to participants interested in self-employment unless, in the opinion of the NDPA, the time spent on Core Gateway would cause a delay in the participant's preparation in setting up their business. The NDPA should either postpone entry to Core Gateway, or cancel participation in Core Gateway, if this is considered necessary.

Essential Skills

- 1.7 If, during their participation on the New Deal Self-employment Stages 1 & 2, it becomes evident that a New Deal participant has an essential skills need which may inhibit their ability to succeed in self-employment, this should be addressed. The participant should be encouraged to avail of a Core Gateway essential skills assessment and subsequently encouraged to undertake a period of essential skills training. If prior to the participant commencing Stage 3 test trading, the provider becomes aware that an essential skills need exists, they will refer the participant back to their NDPA to address the essential skills need. Once the need has been met, the participant can be referred back to the Stage 3 provider to continue on the New Deal self-employment route.

Unsuitable Types of Business

- 1.8 Before the NDPA refers the participant to a contracted Provider they should firstly discuss the nature of their business idea with them. A participant must not be helped to set up a business which could put them at risk or bring the Department into disrepute. It is difficult to produce an exhaustive list of unsuitable businesses, but generally speaking unsuitable business ideas include:

- involvement in the sex industry;
- a business being run from premises which would provide doubts under Health and Safety legislation;
- a business which is likely to be seen as promoting a particular political, religious or other controversial viewpoint;
- a business where the participant is breaking the law e.g. operating without a required licence.

Occupations unsuited to Test Trading

- 1.9 New Deal participants who have a business idea which may, in the long term, lead to self-employment can undertake the Stage

1 and Stage 2 elements of the New Deal Self-Employment route. This will enable them to develop their ideas, draw up a business plan and consider self-employment at some time in the future.

However, the purpose of the Stage 3 (Test Trading) element of the New Deal Self-Employment route is to allow participants to actually try out their business idea for a period of up to 26 weeks and be able to determine at the end of this period whether or not the business is generating enough income to enable them to come off benefits and become independently self-employed. In order to assess the viability of the business it is therefore crucial that the participant is capable of **actually trading** and **generating regular income** during this period. The nature and purpose of this test trading period therefore determines that certain occupations, while still reasonable in the longer term, are not suitable for test trading. These may include occupations such as authors, inventors or any other type of work which will take a considerable period of time to generate any income and as such cannot be sufficiently measured or 'tested' within a period of 26 weeks.

While it is impossible to draw up a definitive list of these occupations, NDPAs must bear in mind the purpose of the 26 week test trading period and ensure that only those businesses which can be successfully tested and measured within this period of time are approved within the Stage 3 (Test Trading) element of the New Deal Self-Employment route.

SECTION 2 - THE SELF-EMPLOYMENT ROUTE – OVERALL PROCESS

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Introduction

- 2.1 Although the Self-Employment route within New Deal has three distinct stages, it is expected that people will leave the route as soon as they are able to take up independent self-employment or an unsubsidised job. The following paragraphs give more detail about each of the three stages.

Stage 1 - Basic Awareness Session

- 2.2 If an individual expresses an interest in self-employment, the NDPA will discuss their ideas with them. It is important that the participant's attention is drawn to all available opportunities within New Deal as early as possible in Gateway. After this initial discussion, if the participant wishes to pursue his/her ideas, a referral should be made to attend a Basic Awareness Session (typically lasting one half-day) with a contracted self-employment Provider. A list of contracted Providers is given at Annex B. The NDPA should inform the participant of the different stages that can be undertaken in the Self-Employment route and issue participants with 'Starting Your Own Business within New Deal' (copy attached at Annex D). The participant should be advised of the contracted Stage 1 Providers within the Jobs & Benefits office/JobCentre area and should choose to which one the referral should be made.

Note: Where the participant's business idea is childminding, the NDPA must ensure the participant holds a current Registered Childminding Certificate or has made an application to their local Health & Social Services Board/Trust. NDPAs must not refer participants to Stage 3 (Test trading) who do not hold a current Registered Childminders Certificate.

Where a partner of a benefit claimant in receipt of either:

- Incapacity Benefit (IB);
- Severe Disablement Allowance (SDA);
- Carer's Allowance (CA); or
- Pension Credit (PC)

expresses an interest in the NDSE route, the partner must be advised that the amount of Adult Dependency Increase (ADI) payable for the partner of a benefit claimant in receipt either IB, SDA, CA, or PC may be affected. In order to find out how benefit in payment may be affected, the NDPA should carry out the following:-

- NDPA advises partner of the possible reduction of ADI and issues ND(SE)24 (Annex J) to partner.
- The partner's benefit claimant must complete Part A and sign the declaration. (If the benefit claimant does not wish the NDPA or partner to make the enquiry, then the claimant must contact the relevant benefit branch listed at Annex K).
- Partner will complete Part B and return form to the NDPA.
- NDPA will complete Part C and Part D. This form must then be **FAXED** to the relevant branch listed in Annex K and a copy retained by the NDPA.
- IB, SDA, CA or PC branch will contact the partner and benefit claimant and inform them of the outcome of the ADI enquiry.
- Where the partner does not contact the NDPA within 2/3 weeks of the ND(SE)24 being faxed to the relevant benefit branch, the NDPA should contact the partner to find out if they are still interested in continuing with the NDSE route.
- Where a partner expresses an interest in the NDSE route after receiving the information on the partner's benefit claimant's ADI, the NDPA should refer the partner to the appropriate stages of the NDSE route.

In the case of a claimant in receipt of Pension Credit the amount of Pension Credit payable may also be affected.

From this stage onwards it is expected that some participants may enter independent self-employment or unsubsidised employment if the opportunity arises at any time. NDPAs and Providers should seek to ensure that participants are moving

into self-employment with the skills and funding most likely to enable them to succeed in setting up and running their own business.

Purpose of the Basic Awareness Session

- 2.3 When a participant is identified during Gateway by an NDPA as being interested in self-employment, they should be referred to a Stage 1 Provider who will carry out a basic awareness and information session. This will be conducted on either a one to one basis or in a small group session. The Provider will give the participant basic information about self-employment and discuss their business idea. The main aim of this session is to see if the idea is likely to lead to a sustainable business which will be compatible with the participant's circumstances. This is to ensure that participants do not have unrealistic expectations of their ability to succeed in self-employment. The Provider should keep the NDPA informed of the participant's proposed next steps.

Stage 2 - Start A Business Programme (SABP)

- 2.4 If it is decided that the participant will continue following the New Deal Self-Employment route the next stage involves attendance at the SABP.

This course, which will normally be delivered over a 3 week period, i.e. 2 days in Week 1, 2 days in Week 2 and 1 day in Week 3, will comprise 10 modules designed to help the participant understand the practicalities of running his/her own business. In particular it will cover:

- Sales and Marketing
- Finance Management
- Legal and statutory issues
- General business practices
- ICT support

Attendance at the SABP also qualifies participants for receipt of an SABP grant if they subsequently enter test trading or independent self-employment. Following attendance at the SABP, participants will be interviewed by their NDPA to

determine the next step. At this point it is expected that some participants may decide to become independently self-employed or to look for work. **Those who decide to progress to Stage 3 (test trading) will be referred back to the Provider who conducted Stage 1 in order to make the necessary arrangements to enter test trading.**

While attending the SABP all New Deal participants will receive additional three hours support (over and above standard SABP support) from the SABP Delivery Agent as per the agreed arrangements between the Department and Enterprise Northern Ireland.

Stage 3 – Test Trading

- 2.5 If a participant does not manage to move into independent self-employment or work at the end of Stages 1 or 2, and if they have completed a Business Plan, the most appropriate way forward is to enter test trading. This is where the participant will be able to receive advice and support to set up and run a business for a period while receiving an allowance and remaining within New Deal. The test trading period will last for up to 26 weeks, but the aim is that participants, in agreement within their NDPA and the Provider, will leave as early as is appropriate to trade independently and have access to any profits they have accrued. New Deal participants qualify for a single grant payment when they commence self-employment. This will be payable at the start of the test trading period where a New Deal participant progresses to Stage 3 following completion of the SABP. (It is a condition of grant receipt that the participant completes the SABP.)

Levels of grant assistance are as follows:	£
Full-time business (minimum input of 30 hours per week)	400
Part-time business (minimum input of 14 hours per week)	200

Detailed information on Stage 3 is listed below.

Stage 3 (Test Trading)

Entry to test trading will require the participant to:

- Confirm the date of the business start;
- Sign a New Deal Self-Employment Agreement with the Provider;
- Have a completed Business Plan, which provides realistic evidence that a sustainable self-employment opportunity exists.

In order for the participant to set up and run a business during this stage, the following features must be included:

- The participant will set up and run the business for a period of up to 26 weeks while receiving an allowance.
- The completion of a New Deal Self-Employment Agreement between the Provider and participant (see Annex A). It is the Provider's responsibility to secure the participant's consent. The purpose of the Self-Employment Agreement is to make clear the responsibilities of both the Provider and the participant while involved in the programme. This will be particularly important for the participant whose relationship with the Provider will change while they are on the test trading from initial nurturing to eventual full independence when they leave.
- The Provider should ensure that the participant is informed of the sources of Health and Safety information that are appropriate to his/her business needs.
- The participant must open a bank account which requires the dual signatures of the participant and Provider on all cheques. This is to ensure that any withdrawals that the participant makes are for the use of the business and not for their own personal use. The Provider should ensure that the mandate that has been arranged cannot be cancelled by the participant without the Provider's agreement. All banking transactions must be paper based i.e. cheques. Methods which attempt to circumvent this,

such as cash cards, Internet, telephone or television banking, are not permissible. The Provider will need to continue as a joint signatory either until the participant leaves test trading and is not returning to benefit or until 13 weeks after test trading ceases where the participant is returning to benefit. At such a time the Provider should make arrangements to cancel the dual signatory mandate in order that the participant has immediate access to any money in his/her account. The New Deal Self-Employment Agreement stipulates that the participant is responsible for any losses incurred by his/her business.

- Regular checks by the Provider (once every 4 weeks as a minimum) on the participant's financial position and on progress towards achieving a sustainable business and to report to the NDPA on progress. This may involve, for example, monthly records of accounts that are provided to the Provider. Written records of reviews should be maintained on form ND(SE)17, detailing progress to date and any action required by the participant or Provider. These must be available to NDPAs and other staff undertaking monitoring.
- Hands-on support and advice from the Provider on a regular basis.
- Jobsearch support for participants who no longer wish to be self-employed but would prefer to find work with an employer.
- The Provider will liaise with the DEA when a participant requires specialist help because of their disability.
- The business will be closed down by the participant with the help of the Provider if it does not work out.

Providers will be expected to introduce participants to providers of funding to cover any initial costs involved in setting up their business such as banks, the Prince's Trust etc. They should also make participants aware of the range of organisations involved in self-employment and of any support services available in their area.

The normal period between the first and final stages may be extended to take account of individual needs, but in every case the participant must have entered or have an agreed start date for entering test trading before the end of the Gateway period. If a start has not occurred or a date has not been agreed before the end of the Gateway, the participant will need, with their NDPA, to agree an alternative New Deal route. If the Provider is experiencing difficulties in arranging a start date for test trading they should keep the NDPA informed of these difficulties.

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SECTION 3 – SELF-EMPLOYMENT REFERRAL PROCESS

Referral Process for Stage 1 – Basic Awareness Session

3.1 The NDPA will take the following action to refer people to a Basic Awareness Session:

- Advise the participant of those self-employment Providers contracted to deliver the Basic Awareness Session within the local area and invite him/her select a Provider. A list of contracted Stage 1 Providers and contract areas is attached at Annex B. (The majority of these Providers are also contracted to deliver Stage 2 of the Self-Employment route).
- Contact the selected Provider by telephone and arrange a suitable date/time for the participant to attend a Basic Awareness Session.
- Refer participant to Stage 1 on CMS
 - Go to programme participation menu
 - Click on New Opportunity button
 - enter client details on New Opportunity submission menu
 - CMS will generate Form ND(SE)1
- Complete parts 1-3 of form ND(SE)1 and give the form to the participant. A copy of the ND(SE)1 should be posted (or faxed) to the Provider.
- Give the participant general information about the awareness session and appointment details (venue, date, time). Allay any concerns or fears.
- Where the participant's business idea is childminding, the NDPA must ensure the participant holds a current Registered Childminding Certificate or has made an application to their local Health & Social Services Board/Trust. NDPAs **must not** refer participants to Stage 3 (Test Trading) who do not hold a current Registered Childminders Certificate.
- Update the participant's Action Plan.

Travel expenses are payable by the Provider for attendance at the awareness session as the participant is still on Gateway.

Participant Attends Basic Awareness Session

3.2 When the participant has attended the Provider will:-

- Return form ND(SE)1 to the NDPA, indicating that the participant attended the session.
- Return form ND(SE)2 outlining what has been agreed between the Provider and the participant. If this form has not been returned the NDPA should contact the Provider and request a copy.
- The NDPA should arrange to see the participant after the Basic Awareness Session. This will be an important interview and the purpose is to discuss the awareness session and next steps.

Note: Record on CMS that the participant attended the Basic Awareness Session

-click on complete button of programme participation menu,

-enter programme

-click on opportunity tab and enter all details

When the participant next attends discuss further steps. If self-employment is:

- no longer an option, discuss alternatives and agree a suitable course of action.
- thought to be a realistic option, consider next steps with the participant, taking into account any feedback from the Provider following the awareness session. Next steps may be to move quickly into independent self-employment or to continue with the New Deal Self-Employment route, the next stage of which is attendance at the SABP.

Participant Fails to Attend Basic Awareness Session

- 3.3 If the participant fails to attend the Basic Awareness Session the Provider will return form ND(SE)2, indicating that the participant has failed to attend.

A subsequent New Deal interview should be arranged to find out the reason for non-attendance.

Note: Record on CMS that the participant failed to attend the Basic Awareness Session

It may be that the participant:

- now has doubts about self-employment and wishes to pursue other options. If so, continue with normal Gateway action, including referral to Core Gateway, if this is appropriate.
- missed the appointment for reasons beyond their control and a re-referral is appropriate. If so, make the necessary arrangements for another referral.

Referral Process for Stage 2 – Attendance at the SABP

- 3.4 The NDPA will take the following action to refer a participant to Stage 2 of the Self-employment route:
- (i) Following attendance at the Basic Awareness Session (Stage 1) with a contracted Provider, New Deal participants who wish to progress on the self-employment route, will, at their next interview with their NDPA, be referred to the SABP at their nearest SABP Delivery Agent. A list of SABP Delivery Agents is attached at Annex C. Attendance at the SABP, including the development of a Business Plan, will fulfil the Stage 2 requirement of the New Deal Self-Employment route.
 - (ii) The NDPA will contact the SABP Delivery Agent by telephone to arrange an appointment for the New Deal participant to attend the next SABP and provide the participant with contact name, location of the SABP Delivery Agent and scheduled start date. The NDPA will also issue the participant with introductory letter

ND(SE)20 (Annex I), confirming that he/she is on New Deal, to bring to the SABP Delivery Agent on the first day of the SABP. The NDPA will also forward a copy of the ND(SE)20 to the SABP Delivery Agent by post or fax.

Refer participant to Stage 2 on CMS
-go to programme participation menu
-click on New Opportunity button
-enter details on New Opportunity submission menu ensuring Start A Business Programme is chosen at soc/programme

Travel expenses are payable by the Delivery Agent for attendance at the SABP as the participant is still on Gateway.

Where the participant commences the SABP, the SABP Delivery Agent will complete section (a) (start date) of the form ND(SE)20 and forward to the NDPA.

The NDPA must enter start date on CMS.

- (iii) While attending the SABP all New Deal participants will receive an additional three hours support (over and above standard SABP support) from the SABP Delivery Agent as per the agreed arrangements between the Department and Enterprise Northern Ireland (ENI), the umbrella body for the SABP Delivery Agent network.

Participant Fails to Attend Stage 2

- 3.5 If the participant fails to start Stage 2 the Provider will let the NDPA know by returning form ND(SE)20. If the participant misses any of their subsequent sessions/appointments or fails to complete the SABP the Provider will also let the NDPA know by returning form ND(SE)20. The NDPA will update CMS and arrange an interview with the participant to find out why they have failed to start/missed a scheduled appointment. If appropriate, the necessary arrangements should be made to refer the participant back to the SABP Provider.

End of Stage 2

- 3.6 Following completion of the SABP, the SABP Delivery Agent should return form ND(SE)20 to the NDPA confirming that the participant completed the SABP **and** is developing a Business Plan. The aim is for the New Deal client to develop and complete a Business Plan assisted by the SABP within 4 weeks of completing the SABP course. Form ND(SE)20 should also be forwarded to the NDPA where a participant fails to attend as arranged, or fails to complete the programme. On receipt of form ND(SE)20 the NDPA must record the end date on CMS.

The NDPA will:-

- Interview the participant to determine the next step. At this point it is expected that some participants may decide to become independently self-employed or to look for work.

If the participant:

- is moving into an unsubsidised job he/she will leave JSA/IS in the normal manner and should notify the SSA accordingly.
- is to move immediately into independent self-employment he/she will leave JSA/IS, and should notify the SSA accordingly.
- has shown the potential to move into independent self-employment, but is not able to do so immediately, he/she can choose to enter test trading (Stage 3 of the New Deal Self-Employment route). Before approving entry to Stage 3 (Test Trading), the NDPA must be satisfied that the business idea is suitable for test trading. (See Section 1 points 8 & 9 for further information on suitable business types.)

Referral Process for Stage 3

- 3.7 The NDPA will subsequently arrange to interview the participant. Where it is agreed that a period of test trading is required in order to start and to progress the business to a

sustainable level, **the NDPA will refer the participant back to the contracted Provider who conducted the Stage 1 self-employment Basic Awareness Session.** A list of Stage 1 and Stage 3 Providers is attached at Annex B.

- The NDPA will generate the NDSE referral form ND(SE)1 on CMS.
- Complete parts 1-3 of the form ND(SE)1 and give the form to the participant. A copy of the ND(SE)1 should be posted (or faxed) to the provider. **In the case of a partner of a benefit claimant in receipt of 1B, SDA, CA or PC, the NDPA MUST write at the top of the form the title of the benefit the partner's spouse/partner is claiming IN CAPITALS, i.e. INCAPACITY BENEFIT (IB), SEVERE DISABLEMENT ALLOWANCE (SDA), CARER'S ALLOWANCE (CA) or PENSION CREDIT(PC).**
- **Where a *participant* is in receipt of Pension Credit and participating on New Deal 25+, NDPAs must annotate the referral form ND(SE)1 as follows 'Participant is in receipt of Pension Credit and is eligible to receive top-up of £15.38 per week'. It is vital that this action is carried out as it will alert the Provider to the need to instigate top-up payments to the participant.**
- Update the participant's Action Plan.

Participant attends meeting with Stage 1 & 3 Provider

- 3.8 Provider returns ND(SE)1 with agreed date for participant to start Test Trading.

Participant fails to attend meeting with Stage 1 & 3 Provider

- 3.9 If the participant fails to attend the meeting the Provider will let the NDPA know by returning form ND(SE)2. The NDPA will update CMS and arrange an interview with the participant to find out why they failed to attend the meeting.

Stage 3 – Test Trading Start Procedures

- 3.10 When the Provider notifies the NDPA of an agreed start date for Test Trading by returning ND(SE)1, the NDPA will issue the participant with Formal Notification to Start form ND(SE)3 informing them of the test trading start date.

On the participant's first day of test trading, the Provider will forward form ND(SE)4 to the relevant Jobs & Benefits office/JobCentre/SSO or SSO Benefit Branch (the latter for partners of IB/SDA/CA claimants) or Pension Service in respect of Pension Credit claimants/partners) by FAX to confirm the test trading start date.

The Provider will, on the same day, forward by post two copies of the ND(SE)4 to the NDPA. On receipt of these the NDPA should forward the top copy of ND(SE)4 to the Jobs & Benefits office/SSO or in the case of partners of IB/ SDA/CA/ PC claimants and Pension Credit claimants to the relevant address listed at Annex K. A copy is also retained by the Provider. The Provider should also forward a copy of the New Deal Self-Employment Agreement to the NDPA.

The Pre-Entry Interview

- 3.11 Once it has been agreed that the participant will start test trading and confirmation of the agreed start date has been received, a pre-entry interview with the SSA should be arranged to facilitate the smooth transfer into test trading.
NOTE: NDP participants do not require a Pre Entry Interview.

Note: *Record on CMS that the participant has commenced test trading. (As there is no longer a requirement for NDPAs to forward a paper copy of ND(SE)4 to Supplier Services Branch it is essential that all entries on CMS are actioned promptly – this will approve the associated claims for payment).*

- Record the referral to Stage 3 on CMS
 - open programme participation menu
 - click on new programme button and submit to relevant self-employment programme (ND18 to 24, ND25+, NDLP, NDP)

-complete opportunity submissions menu

Stage 3 – Test Trading

- 3.12 Participants who have the potential to enter independent self-employment, but who are not able to do so immediately, may choose to enter test trading. During this period participants:
- experience the realities of self-employment while still receiving support and guidance from a Provider;
 - receive a Benefit-Based Training Allowance (BBTA) plus a weekly top-up of £15.38 (New Deal for 18 to 24 year olds and New Deal 25+) or retain entitlement to any benefit in payment. ND25+ Pension Credit participants do not receive BBTA but will be paid the weekly top-up by the Provider. NDLP/NDP participants also retain entitlement to any benefit in payment and receive a Training Premium of £15 per week. Those lone parents who are not in receipt of any of the benefits listed at Annex F do **not** qualify for the Training Premium.

Business Plans

- 3.13 The participant will have developed and completed a Business Plan assisted by the Stage 2 Provider during attendance at the SABP (Stage 2). The business plan should be completed within 4 weeks of finishing the SABP. The participant will discuss the completed Business Plan with the Stage 3 Provider.

Training Plans

- 3.14 During test trading a Training Plan is agreed, where appropriate, signed by both the participant and the Provider and copied to the NDPA for endorsement.

Provider Support

- 3.15 A supporter is appointed by the Provider who will support the participant while they are test trading and for up to two years afterwards while they are trading independently.

New Deal - Self-Employment Agreement

- 3.16 To enter test trading the participant will be required to sign a New Deal Self-Employment Agreement with the Provider (see Annex A). This makes clear the responsibilities of the Provider and the participant. This is important since the relationship with the Provider will change from one of receiving support to eventual full independence when test trading ends. A copy of the New Deal Self-Employment Agreement is sent to the NDPA by the Provider.

Start Date

- 3.17 The participant will agree a start date with the Provider. This may be some weeks after completion of the SABP because the participant may, for example, have to make arrangements such as renting premises, and this can take time.

Note: The maximum time in Gateway should not exceed **16 weeks**. If the participant is awaiting the outcome of a loan/grant application or to obtain premises, Gateway may be extended by a maximum of **8 weeks** with the approval of the Jobs & Benefits office/JobCentre Manager. These cases should be reviewed on a fortnightly basis. If test trading does not commence by the end of the **8 week** extension the NDPA should discuss alternative New Deal participation.

Duration

- 3.18 Supported test trading is available for up to 26 weeks, but the aim is that people will, in discussion with their Provider and NDPA, move into independent trading before the end of this period, if possible.

Wages/Profits

- 3.19 While participating in test trading the participant cannot use any income or profit from their test trading for personal use. Any profits made during test trading are held in a Provider/participant joint account and only released when the participant leaves New Deal. This approach is designed so that participants can continue to receive a full training allowance

during the early stages of self-employment and, therefore, have an assured income.

Bank Mandate

- 3.20 The participant must open a bank account for business purposes which requires the dual signatures of the participant and Provider on all cheques in order that funds can be used from the account to make necessary purchases relating to the operation of the business. These arrangements are in place to ensure that the participant does not break the condition above.

Tax Status

- 3.21 Her Majesty's Revenue and Customs (formerly Inland Revenue) has determined that benefit-based training allowance payments plus the weekly top-up payments of £15.38 made to participants while test trading on the self-employment route of the New Deal for 18 to 24 year olds and New Deal 25+, will be treated as part of their business profits and will therefore be taken into account for tax purposes.

Similarly, Training Premium of up to £15 per week made to participants while test trading on the New Deal for Lone Parents or New Deal for Partners, will also be treated as part of their business profits and will therefore be taken into account for tax purposes.

Income Support in payment to Lone Parents during test trading will not be taken into account for tax purposes.

Hours of Work

- 3.22 While test trading New Deal for 18 to 24 year olds/New Deal 25+ participants must work in their business for at least 30 hours per week, including training. However, people who have agreed restrictions on their Jobseeker's Agreement, for example, because of a health condition or caring responsibilities, will be allowed to limit their hours of work accordingly.

NDLP and NDP participants are expected to work in their business for a minimum of 16 hours per week.

Recruitment of Employees during Test Trading

- 3.23 During the test trading period participants are in receipt of a Benefit-Based Training Allowance or Training Premium and are taking part in a Government funded programme. It is therefore not appropriate for test trading participants to employ others, with all the responsibilities which that entails, while taking part in New Deal. Should a business be generating sufficient funds to employ others, the participant cannot continue test trading, and in line with the aim of the programme should progress to independent self-employment as soon as possible.

Supporter

- 3.24 As a participant progresses through test trading, a business adviser should be identified by the Provider who will act as a supporter while the participant remains on New Deal and who is available to offer advice and support for up to 2 years after the participant completes test trading and is trading independently.

Communications

- 3.25 It will be essential for the Provider to have systems in place to enable the NDPA to monitor the progress of the participant through the Self-Employment route at every stage. The Department will ask for information only when it is really necessary. However, NDPAs will need to know the results of appointments, start dates and failures to start. NDPAs will need to maintain a close working relationship with self-employment Providers through all stages of the Self-Employment route.

Training Element of Test Trading

- 3.26 Training is not a mandatory requirement of the New Deal Self-Employment route. However, if during a period of Test Trading, a training need is identified by the New Deal participant, the Stage 3 provider or the NDPA, the NDPA may consider an award from the Adviser Discretion Fund (ADF) to help meet the cost of the training. The identified training need must be a business related training need which presents the participant with a barrier to successfully establishing their

business or which will enhance their prospects of remaining in independent self-employment beyond the period of test trading.

The required training must be completed within the test training period.

The training does not necessarily have to lead to an approved qualification but must be related to the skills required to run a business or to improve, upgrade or widen the vocational skills that the participant will require.

Responsibility for approving the vocational training and any award of ADF lies with the NDPA. The training provider is responsible for providing the training to those participants for whom it is considered appropriate and this may be done either directly or through a sub-contract with others. When a need for vocational training is considered necessary, the Provider should arrange appropriate training to the required standard and level.

The Adviser Discretion Fund (ADF) makes available to eligible New Deal participants up to £300 (within a 12 month period) which can be used to help remove existing barriers to employment. If the NDPA wishes to consider an award of ADF to help meet the cost of the training needs of a New Deal Self-Employment Stage 3 participant they must follow the procedures contained in the Adviser Discretion Fund Staff Instructions.

Limited Companies, Partnerships, Existing Businesses and Franchises

3.27 The following guidance applies in relation to participants wanting to set up particular types of business:

- Limited companies are regarded as independent self-employment. Participants wanting to set up a limited company can be given advice by the Provider, but will be expected to leave New Deal when they set up in business.
- Partnerships can be set up by two or more participants working together. The participants must be going through New Deal at roughly the same time for this arrangement to work. Co-operatives are also permissible, where participants are at a similar stage in New Deal. In either case, each participant will have their own Business Plan.

Banking arrangements are the same as those for other participants in the Self-Employment route of New Deal. If two or more participants set up in partnership their NDPAs should liaise closely with them. Ideally the same NDPA will take responsibility for both of the partners. It will not be possible for one of the partners to start trading independently, with the other(s) continuing on test trading. Where this occurs the test trading must be terminated or the partnership dissolved.

- Existing businesses/partnerships - It will not be possible for a participant to start test trading with an established business or partnership.
- Franchises – Participants can buy into franchises. However, the NDPA and Provider will need to explain the financial commitment required by the participant and advise them to seek independent financial advice.

Outcome Related Fee (ORF)

3.28 NDPAs are responsible for approving the Outcome Related Fee claimed by providers in respect of a participant who has started to trade independently or found full-time employment.

A final payment of £500 is payable to the provider subject to the participant having completed a period of at least:

- 13 weeks independent self-employment or
- 13 weeks full-time employment;

which commenced within 13 weeks of having completed test trading. To become eligible for the Outcome Related Fee the participant must have spent at least 6 weeks in test trading.

To claim this payment the provider will complete Part A and B of the ORF – Funding Approval form ND(SE)26 and forward to the NDPA (along with evidence of the participants self-employment/employment) within 52 weeks of the participant's completion date on Stage 3 of the Self-employment Route.

On receipt of the ND(SE)26 the NDPA must record date of receipt on the form, ensure Part A and B are completed and a copy of one of the following is attached;

- confirmation from the participant's accountant on letter headed paper certifying that the participant is still in business 13 weeks after having started independent trading; or
- a completed ND(SE)27 from the participant's Bank Manager or Assistant Manager confirming that the participant has a current active self-employed business account; or
- form ND(SE)15; or
- form ND17 (may only be used where participant has found full-time employment).

Once the NDPA is satisfied that all documentation is correct they must take the following action:

- Check that the participant had completed a minimum of 6 weeks on the option;
- Check that the participant started trading independently within 13 weeks of leaving Stage 3 of the New Deal Self-employment Route
- Check that the participant has traded independently or been in employment for a minimum of 13 weeks;
- Check that all New Deal programme participation has ended prior to the participant trading independently and been accurately recorded on CMS;
- Access Common Enquiry System (CES) and confirm that the participant has not claimed any social security benefits during the qualifying period; (Jobcentre NDPAs must contact the local SSO and confirm this information by telephone and record it on the participant's Contact History screen);
- Ensure that the job outcome has been recorded on CMS and that the participant's client history record accurately reflects their current circumstances.

When this information has been verified and completed accurately NDPAs will

- Complete Part C of the ORF – Funding Approval Form (ND(SE)26)
- Return original form ND(SE)26 to provider within 5 working days.
- Retain a copy of the form ND(SE)26, attach confirmation of employment from provider and hold in file for audit purposes

**SECTION 4 –NEW DEAL PERSONAL ADVISER (NDPA)
SUPPORT DURING TEST TRADING**

<u>General</u>	4.1
<u>Participant Starts Test Trading</u>	4.2
<u>Participant Fails to Start/Leaves</u>	4.3
<u>Dismissal</u>	4.4
<u>Monitoring Progress</u>	4.5
<u>Childcare Provision</u>	4.6
<u>Completion of Test Trading</u>	4.7

SECTION 4 – NEW DEAL PERSONAL ADVISER (NDPA) SUPPORT DURING TEST TRADING

General

- 4.1 The NDPA will provide the same level of ongoing support to participants during their period of test trading as they provide to other New Deal participants. ***Interviews should be noted on CMS.***

It is important that during interviews the NDPA is reassured that the participant is working at least the number of required hours in their business (see section 3.18) and endeavouring to meet the conditions in their Self-Employment Agreement.

Participant Starts Test Trading

- 4.2 The procedures to be followed by Providers and NDPAs when a participant starts test trading are detailed at 3.19.

Participant Fails To Start/Leaves

- 4.3 When a participant fails to start on test trading, Leaver/Failed to Start test trading form ND(SE)5 will be completed by the Provider and FAXED immediately to the SSO/Jobs & Benefits office or SSA Benefit Branch (Annex K). Two copies of this form will also be sent to the NDPA by post. The NDPA will forward a copy to the SSO/Jobs & Benefits office or SSA Benefit Branch and retain a copy. The NDPA will then urgently arrange to see the participant to find out why they failed to start/left test trading, discuss alternative strategies, and ***update CMS.***

When a participant ceases test trading either prematurely or on completion, a Leaver/Failed to Start test trading form ND(SE)5 will be completed by the Provider on the participant's last day of participation on test trading. This will be FAXED immediately to the SSO/Jobs & Benefits office or SSA Benefit branch and two copies forwarded to the NDPA by post.

On receipt of form ND(SE)5, the NDPA must forward by post a copy of ND(SE)5 to the SSO/Jobs & Benefits office or SSA Benefit Branch and retain a copy.

Note: record the end date on CMS and enter details of the new destination. (As there is no longer a requirement for NDPAs to forward a paper copy of ND(SE)5 to Supplier Services Branch it is essential that all entries on CMS are actioned promptly – this will approve the associated claims for payment).

Dismissal

- 4.4 If the Provider decides to dismiss the participant a Leaver/Failed to Start Test trading Form ND(SE)5 should immediately be FAXED to the SSO/Jobs & Benefits office or SSA Benefit Branch along with a dismissal form ND(SE)13. The Provider will post two copies of the ND(SE)5 and ND(SE)13 to the NDPA on the same day as they are faxed to the SSO/Jobs & Benefits office or SSA Benefit Branch. The NDPA should forward a copy of the ND(SE)5 and ND(SE)13 to the SSO/Jobs & Benefits office or SSA Benefit branch and retain a copy of each.

The NDPA should interview the New Deal participant to discuss their next steps within New Deal and ***update CMS.***

Monitoring Progress

- 4.5 Throughout the test trading stage the NDPA must keep in touch with participants to monitor progress and lend any support that is deemed necessary. **A minimum of 3 contacts** should be made over the 26 week test trading period.

Childcare Provision

- 4.6 Certain participants on test trading will be eligible to claim a contribution towards childcare expenses while they undertake test trading.

The eligible categories, procedures for claiming assistance with childcare costs and the maximum rates payable are detailed in Annex G.

Where a participant is eligible for assistance towards childcare costs the NDPA should issue Application for Childcare Payment Form ND14.

Completion of Test Trading

- 4.7 If, on completion of test trading, the participant continues to be self-employed ***the NDPA should enter destination details on CMS.*** Other destinations should be entered in the normal manner.

SECTION 5 - TRAINING PLAN

<u>Content of Training Plan</u>	5.1
<u>After Training Plan Completion</u>	5.2
<u>Monitoring Progress</u>	5.3

SECTION 5 - TRAINING PLAN (TP)

Content of Training Plan

- 5.1 Training is not a compulsory element of the New Deal Self-Employment route. Some participants, however, may need specific training in order for them to succeed during their period of test trading but this does not necessarily have to be towards an approved qualification. Where such training is deemed necessary, the Provider must liaise with the NDPA and discuss the training needs of the participant. Where no alternate sources of funding are available to help meet the cost of the required training, the NDPA may consider the availability of the Adviser Discretion Fund (ADF). Written confirmation must be received from the participants Business Adviser that no other funding can be accessed to meet the cost of the required training. While approval for the training and any decision to award ADF lies with the NDPA, it is the self-employment Provider's responsibility to provide the approved training to the participant and this may be done directly or through a sub-contract with another training provider. When a training need is identified a Training Plan must be drawn up between the participant and the Stage 3 Provider and forwarded to the NDPA.

The Training Plan should:

- clearly identify the participant to whom the Training Plan relates and be signed by them;
- specify the identified training needs;
- state the delivery method of the training, name of the training provider and location of training;
- set out both the start and end date of the training;
- specify outcomes to be achieved.

After Training Plan Completion

- 5.2 The Training Plan will be sent to the NDPA for endorsement. A copy of the Training Plan is attached at Annex H.

Monitoring Progress

- 5.3 The Provider will review the Training Plan and the participant's progress on a 4- weekly basis.

NEW DEAL SELF-EMPLOYMENT AGREEMENT

Name of Participant: _____

Name of Provider: _____

1. This Agreement sets out what you, the Participant, and we, the Provider, will be responsible for during your participation on the New Deal Self-Employment Route.
2. This Agreement will start on _____ and end on _____.
You can bring the Agreement to an end early if you decide to leave New Deal, or if we agree with you that your business should be closed because it is not financially viable. We can bring the Agreement to an end early if you are not fulfilling your part of the Agreement as set out below. We will write and tell you if we are proposing to do this.

Participant's Obligations

3. You will:
 - 3.1 Start your own business.
 - 3.2 Keep in regular contact with us and keep us up-to-date with the current progress of your business and your future plans.
 - 3.3 Attend meetings with us (so long as we give you enough notice of when the meetings are to take place).
 - 3.4 Keep the books of the business up-to-date and accurate and allow us to see the books and any other relevant documents such as bank statements.
 - 3.5 Take out insurance cover which is suitable and sufficient for the business you are running and keep the cover in place whilst this Agreement continues.

- 3.6 Open a bank account for the business and promptly pay all money received in connection with the business into the bank account. The bank account must not have cash card facilities. There are further requirements in relation to the bank account and these are set out under a separate heading below.
- 3.7 Let us know immediately if you change your address or telephone number or if it will be difficult for us to contact you for any reason.

Provider's Obligations

4. We will:
 - 4.1 Use our best efforts to guide and counsel you when we consider such assistance will be helpful to you or when you ask us for help. We will not be able to guide and counsel you unless you give us the information we need from you to understand what is happening in your business.
 - 4.2 Keep confidential anything we learn about your business whilst we are helping you and only use information we learn about your business for the purpose of helping you.

Profits and Losses

5. All the profits of your business made whilst this Agreement lasts will belong to you. Any losses that your business makes will also be your sole responsibility.

Bank Account

6. We are required to ensure that your business bank account specifies us as a joint signatory with you for all withdrawals from the account (whether by cheque or otherwise). The reason for this is that whilst you are test trading you are not entitled to earn money from your own business. We will promptly sign cheques and other bank documents for you provided that we are satisfied that you are withdrawing money for the purposes of the business and not for your own purposes.

7. When this Agreement ends we will stop acting as a signatory for your bank account unless you return to Jobseeker's Allowance (JSA) or claim Income Support (IS) immediately after leaving New Deal test trading and there is money in your account. In this event we will continue as a joint signatory for up to a further 13 weeks. This is to ensure that any money in your account is not assessed in determining your entitlement to JSA or IS. After 13 weeks or if you stop claiming JSA or IS, whichever is the sooner, we will stop acting as a signatory and you must declare any money in your account to the Social Security Agency if you are still claiming JSA or IS.

Important Notice - Liability

8. It is important that you understand that we can only give guidance and counselling to you. We are not becoming partners with you or seeking to direct how you operate your business. The final responsibility for deciding whether to follow the advice or suggestions we make, rests solely with you. In particular, you must realise that when we act as signatory for your bank account we do this solely because we are required to check that you are not drawing money out of the business whilst test trading. You should not assume that when we sign a cheque for you we are in any way endorsing that the amount is properly payable or due.
9. Setting up in business can be a risk and there is no guarantee of success. It should be clearly understood that if your business fails we cannot in any way be held responsible for this.

Signed: _____ (Participant)

Dated: _____

Signed: _____ (Provider)

Dated: _____

ANNEX B

SELF-EMPLOYMENT PROVIDERS – STAGES 1 AND 3

EASTERN REGION

ANTRIM	Antrim Enterprise Agency Mentor Training Ltd
BALLYMENA	Ballymena Business Dev. Centre Ltd Mentor Training Ltd
BALLYNAHINCH	INBIZ Mentor Training Ltd
BANGOR	INBIZ Mentor Training Ltd
BELFAST WEST (Andersonstown/Falls/ Shankill)	Work West Mentor Training Ltd
BELFAST NORTH	North City Business Centre Mentor Training Ltd
BELFAST SOUTH & EAST	Castlereagh Enterprise East Belfast Enterprise Mentor Training Ltd
CARRICKFERGUS	Carrickfergus Enterprise Agency Mentor Training Ltd
DOWNPATRICK	INBIZ Mentor Training Ltd
KILKEEL	INBIZ Mentor Training Ltd
LARNE	Larne Enterprise Dev.Co.(LEDKOM) Mentor Training Ltd
LISBURN	Lisburn Enterprise Organisation Ltd Mentor Training Ltd

ANNEX B

NEWCASTLE	INBIZ Mentor Training Ltd
NEWTOWNABBEY	North City Business Centre Mentor Training Ltd
NEWTOWNARDS	INBIZ Mentor Training Ltd

WESTERN REGION

ARMAGH	INBIZ Mentor Training Ltd
BALLYMONEY	Acorn, The Business Centre Moyle Enterprise Company Mentor Training Ltd
BANBRIDGE	INBIZ Mentor Training Ltd
COLERAINE	Causeway Enterprise Agency Moyle Enterprise Company Mentor Training Ltd
COOKSTOWN	Cookstown Enterprise Agency Mentor Training Ltd
DUNGANNON	Dungannon Enterprise Centre Mentor Training Ltd
ENNISKILLEN	Fermanagh Training Ltd Mentor Training Ltd
LIMAVADY	North West Marketing Workspace (Draperstown) Ltd Mentor Training Ltd
LONDONDERRY	North West Marketing Workspace (Draperstown) Ltd Mentor Training Ltd

ANNEX B

LURGAN	INBIZ Mentor Training Ltd
MAGHERAFELT	Workspace (Draperstown) Ltd Mentor Training Ltd
NEWRY	INBIZ Mentor Training Ltd
OMAGH	Omagh Enterprise Company Ltd Mentor Training
PORTADOWN	INBIZ Mentor Training Ltd
STRABANE	North West Marketing Mentor Training Ltd

ANNEX B

ADDRESSES AND TELEPHONE NOS. OF SELF-EMPLOYMENT PROVIDERS - STAGES 1 AND 3

Acorn, The Business Centre
2 Riada Avenue
BALLYMONEY
Co. Antrim
BT53 7LH

Tel: 2766 6133

Antrim Enterprise Agency Ltd
58 Greystone Road
ANTRIM
BT41 1JZ

Tel: 9446 7774

Ballymena Business
Centre Limited
62 Fenaghy Road
Galgorm
BALLYMENA
BT42 1FL

Tel: 2565 8616

Carrickfergus Enterprise
Agency Ltd
8 Meadowbank Road
CARRICKFERGUS
Co Antrim

Tel: 9336 9528

Castlereagh Enterprises Ltd
Dundonald Enterprise Park
Carrowreagh Road
DUNDONALD
BT16 1QT

Tel: 9055 7557

Causeway Enterprise Agency Limited
Loughanhill Industrial Estate
COLERAINE
BT52 2NR

Tel: 7035 6318

ANNEX B

Cookstown Enterprise Centre Ltd
Derryloran Industrial Estate
Sandhole Road
COOKSTOWN
BT80 9LU

Tel: 8676 3660

Dungannon Enterprise Centre Ltd
2 Coalisland Road
DUNGANNON
Co Tyrone
BT71 6JT

Tel: 8772 3489

East Belfast Enterprise
308 Albertbridge Road
BELFAST
BT5 4GX

Tel: 9045 5450

Fermanagh Enterprise Ltd
(in association with
Fermanagh Training Ltd)
Enniskillen Business Centre
Lackaghboy Industrial Estate
Tempo Road
ENNISKILLEN
BT74 4RL

Tel: 6632 7348

INBIZ (NI) Ltd
CIDO Business Complex
Carn Industrial Area
PORTADOWN
Co. Armagh
BT63 5WH

Tel: 3833 3393

Larne Enterprise Dev. Co.
LED COM
Bank Road
LARNE
BT40 3AW

Tel: 2827 0742

ANNEX B

Lisburn Enterprises Org.
Enterprise Crescent
Ballinderry Road
LISBURN
BT28 2BP

Tel: 9266 1160

Mentor Training Ltd
9 WIN Business Park
Canal Quay
NEWRY
BT35 6PH

Tel: 3026 1229

Moyle Enterprise Company
61 Leyland Road
BALLYCASTLE
Co Antrim
BT56 6EZ

Tel: 2076 3737

North City Business Centre
Duncairn Gardens
BELFAST
BT15 2GG

Tel: 9074 7470

North West Marketing
16c Queen Street
L'DERRY
BT48 7EQ

Tel: 7137 1867

Omagh Enterprise Company Ltd
Omagh Business Complex
Gortrush Industrial Estate
Great Northern Road
OMAGH
Co. Tyrone
BT78 5LU

Tel: 8224 9494

Workspace (Draperstown) Ltd
The Business Centre
DRAPERSTOWN
BT45 7AG

Tel: 7962 8113

ANNEX B

WorkWest Enterprise Agency
301 Glen Road
BELFAST
BT11 8BU

Tel: 9061 0826

ANNEX C

SABP DELIVERY AGENTS – STAGE 2

EASTERN REGION

ANTRIM	Antrim Enterprise Agency
BALLYMENA	Ballymena Business Dev. Centre Ltd
BALLYNAHINCH	Down Business Centre
BANGOR	North Down Development Organisation
BELFAST NORTH	North City Business Centre
BELFAST SOUTH	Ormeau Enterprises Ltd
BELFAST EAST	Castlereagh Enterprises Ltd East Belfast Enterprise Park Ltd
BELFAST WEST (Andersonstown/Falls/ Shankill)	ORTUS Glenwood Enterprises Ltd Townsend Enterprise Park Ltd Work West
CARRICKFERGUS	Carrickfergus Enterprise Agency
DOWNPATRICK	Down Business Centre
LARNE	Larne Enterprise Development Company (L.E.D.C.O.M)
LISBURN	Lisburn Enterprise Organisation Ltd
NEWCASTLE	Down Business Centre
NEWTOWNABBEY	Newtownabbey Enterprise Development Org.
NEWTOWNARDS	Ards Business Centre

WESTERN REGION

ANNEX C

ARMAGH	Armagh Business Centre
BALLYMONEY	Acorn, The Business Centre Moyle Enterprise Company
BANBRIDGE	Banbridge District Enterprises
COLERAINE	Causeway Enterprise Agency Moyle Enterprise Company
COOKSTOWN	Cookstown Enterprise Agency
DUNGANNON	Dungannon Enterprise Centre
ENNISKILLEN	Fermanagh Training Ltd
KILKEEL	Newry & Mourne Enterprise Agency
LIMAVADY	Roe Valley Enterprises Ltd
LONDONDERRY	North West Marketing
LURGAN	Craigavon Industrial Development Org. (INBIZ)
MAGHERAFELT	Workspace (Draperstown) Ltd
NEWRY	Newry & Mourne Enterprise Agency
OMAGH	Omagh Enterprise Company Ltd
PORTADOWN	Craigavon Industrial Development Org (INBIZ)
STRABANE	Strabane Industrial Properties Ltd

ANNEX C

**ADDRESSES AND TEL NOS. OF SABP DELIVERY AGENTS –
STAGE 2**

Acorn, The Business Centre
2 Riada Avenue
BALLYMONEY
Co. Antrim
BT53 7LH

Tel: 2766 6133

Antrim Enterprise Agency Ltd
58 Greystone Road
ANTRIM
BT41 1JZ

Tel: 9446 7774

Ards Business Centre Ltd
Jubilee Road
Comber Road
NEWTOWNARDS
BT23 4YH

Tel: 9181 9787

Armagh Business Centre Ltd
2 Loughgall Road
ARMAGH
BT61 7NJ

Tel: 3752 5050

Ballymena Business
Centre Limited
62 Fenaghy Road
Galgorm
BALLYMENA
BT42 1FL

Tel: 2565 8616

Banbridge District Enterprises Ltd
Scarva Road Industrial Estate
Scarva Road
BANBRIDGE

Tel: 4066 2260

Carrickfergus Enterprise
Agency Ltd
8 Meadowbank Road
CARRICKFERGUS

Tel: 9336 9528

ANNEX C

Castlereagh Enterprises Ltd
Dundonald Enterprise Park
Carrowreagh Road
DUNDONALD
BT16 1QT

Tel: 9055 7557

Causeway Enterprise Agency Limited
Loughanhill Industrial Estate
COLERAINE
BT52 2NR

Tel: 7035 6318

Cookstown Enterprise Centre Ltd
Derryloran Industrial Estate
Sandhole Road
COOKSTOWN
BT80 9LU

Tel: 8676 3660

Craigavon Industrial Dev. Organisation (INBIZ)
Craigavon Enterprise Centre
Carn Industrial Estate
CRAIGAVON
BT63 5RU

Tel: 3834 7020

Down Business Centre
Down Business Park
46 Belfast Road
DOWNPATRICK
BT30 9PU

Tel: 4461 6416

Dungannon Enterprise Centre Ltd
2 Coalisland Road
DUNGANNON
Co Tyrone
BT71 6JT

Tel: 8772 3489

East Belfast Enterprise Park Ltd
308 Albertbridge Road
BELFAST
BT5 4GX

Tel: 9045 5450

ANNEX C

Fermanagh Enterprise Ltd
Enniskillen Business Centre
Lackaghboy Industrial Estate
Tempo Road
ENNISKILLEN
BT74 4RL

Tel: 6632 7348

Glenwood Enterprises Ltd
T/A Glenwood Business Centre
Springbank Industrial Estate
Poleglass
BELFAST
BT17 0QL

Tel: 9061 0311

Larne Enterprise Dev. Co.
LEDCOM Industrial Estate
Bank Road
LARNE
BT40 3AW

Tel: 2827 0742

Lisburn Enterprises Org.
Enterprise Crescent
Ballinderry Road
LISBURN
BT28 2BP

Tel: 9266 1160

Moyle Enterprise Company
61 Leyland Road
BALLYCASTLE
Co Antrim
BT56 6EZ

Tel: 2076 3737

Newry & Mourne Enterprise Agency
Enterprise House
WIN Business Park
Canal Quay
NEWRY
BT35 6PH

Tel: 3026 7011

ANNEX C

Newtownabbey Enterprise Dev. Organisation Ltd
Mallusk Enterprise Park
Mallusk Drive
NEWTOWNABBEY
BT36 4GN
Tel: 9083 8860

North City Business Centre
Duncairn Gardens
BELFAST
BT15 2GG
Tel: 9074 7470

North Down Dev. Organisation Ltd
Enterprise House
Balloo Avenue
Balloo Industrial Estate
BANGOR
BT19 7QT
Tel: 9127 1525

North West Marketing
16c Queen Street
L'DERRY
BT48 7EQ
Tel: 7127 9191

Omagh Enterprise Company Ltd
Omagh Business Complex
Gortrush Industrial Estate
Great Northern Road
OMAGH
BT78 5LU
Tel: 8224 9494

Ormeau Enterprises Ltd
8 Cromac Avenue
BELFAST
BT7 2JA
Tel: 9033 9906

ORTUS
Twin Spires Centre
155 Northumberland Street
BELFAST
BT13 2JF
Tel: 9031 1002

ANNEX C

Roe Valley Enterprises Ltd
Aghanloo Industrial Estate
Aghanloo Road
LIMAVADY
BT49 0HE

Tel: 7776 2323

Strabane Industrial Properties Ltd
T/A Strabane Enterprise Agency
Orchard Road Industrial Estate
STRABANE
BT82 9PH

Tel: 7138 2518

Townsend Enterprise Park Ltd
28 Townsend Street
BELFAST
BT13 2ES

Tel: 9089 4500

West Belfast Development Trust Ltd
T/A Work West
301 Glen Road
BELFAST
BT11 8BU

Tel: 9061 0826

Workspace (Draperstown) Ltd
The Business Centre
DRAPERSTOWN
BT45 7AG

Tel: 7962 8113

ANNEX D

**‘STARTING YOUR OWN BUSINESS
WITHIN NEW DEAL’**

Introduction

The idea of starting and running your own business is one that is very attractive to many people. The path towards running your own business can be both difficult and rewarding and should only be started with a full awareness of the practical difficulties involved. Many of the difficulties can be avoided if you have professional support and guidance. This support and guidance is available to participants on the New Deal for 18 to 24 year olds, New Deal 25+, the New Deal for Lone Parents and New Deal for Partners.

There are three main stages of support:

Stage 1 - Basic Awareness Session

Before you give serious consideration to running your own business you should be aware of all the implications of translating your ideas into a practical business. You will be asked to attend a Basic Awareness Session, typically lasting one half day, at which you will discuss your business idea with a Provider, experienced in assisting people into self-employment, to see if the idea is likely to lead to a sustainable business. This will also give you a chance to decide if running a business is the right step for you.

Stage 2 - Attendance at the Start A Business Programme (SABP)

If you intend to carry on with your business idea, the next stage involves attendance at the SABP which will give you more detailed information about the practicalities of setting up and running your own business as well as helping you to draw up a Business Plan.

This course, which will normally be delivered over a 3 week period, i.e. 2 days in Week 1, 2 days in Week 2 and 1 day in Week 3, will comprise 10 modules designed to help you understand the practicalities of running your own business. In particular it will cover:

- Sales and Marketing

- Finance Management
- Legal and statutory issues
- General business practices
- ICT support

Attendance at the SABP qualifies participants for receipt of an SABP grant if they subsequently enter test trading or independent self-employment. Following attendance at the SABP, participants will be interviewed by their NDPA to determine the next step.

While attending Stages 1 and 2 you will be re-imbursed any travel expenses which you incur.

Stage 3 - Test Trading

If you are still keen on pursuing the self-employment route after completing the first two stages and you have an approved Business Plan, but are not ready to start your own business independently then you can start test trading. During test trading you will:

- Experience the realities of self-employment while receiving help and support from a Provider;
- Receive an allowance equivalent to your present Jobseeker's Allowance plus £15.38 per week; (New Deal for 18 to 24 year olds, New Deal 25+) or a Training Premium of up to £15 per week in addition to retaining any existing benefits e.g. Income Support (New Deal for Lone Parents).

While participating on test trading you will have one to one support from the Provider while you set up and run your own business. This person will also be a joint signatory to your business bank account, as you will not be allowed access to any profits from your business while you are receiving an allowance. Although you will receive support the responsibility for the successful running of the business rests with you.

Test trading can last for a maximum of 26 weeks. At the end of your time on test trading you can either carry on running your own business, or use the skills you have learnt to find employment if you think this is more relevant to you.

Conclusion

If you think that you would be interested in starting your own business while participating on New Deal you should discuss this with your New Deal Personal Adviser.

LIST OF SELF-EMPLOYMENT FORMS

STAGES 1 & 3

ND(SE)1	Referral Form*
ND(SE)2	Review Record/Failed to Attend
ND(SE)3	Formal Notification to Start *
ND(SE)4	Start Notification for Test Trading
ND(SE)5	Leaver/Failed to Start Test Trading
ND(SE)6	Fees Claim Form
ND(SE)7	Basic Awareness Session Payment Form
ND(SE)8	Stage 1 Travel Expenses Form
ND(SE)9	Input Related Fee Payment Form
ND(SE)10	On-Programme Fees Form
ND(SE)11	Value Added Fee Claim Form
ND(SE)12	New Deal Induction Checklist
ND(SE)13	Dismissal
ND(SE)14	Childcare Payments Claim Form
ND(SE)15	Self-Employment National Insurance Contributions (Confirmation of Independent Trading)
ND(SE)16	Training Premium Claim Form
ND(SE)17	Review of Progress Form
ND(SE)18	Attendance Form

ND(SE)25 Top-up Claim Form

ND(SE)26 Outcome Related Fee – Funding Approval Form

* For completion by New Deal Personal Advisers

STAGE 2

ND(SE)20 SABP Introductory Letter *

ND(SE)21 Travel Expenses

ND(SE)22 SABP Attendance Form

ND(SE)23 SABP Claim Form

* For completion by New Deal Personal Advisers

ND6 Bank Details and Authorised Signatories

ND14 Application for Childcare Payments

ND17 Certification of Employment Outcome

ANNEX F

NDLP Training Premium – List of Eligible Benefits

NDLP participants who are on the Self-Employment route and in receipt of one or more of the following benefits are eligible for the Training Premium:

- Income Support;
- Attendance Allowance;
- Bereavement Benefits (Widowed Parent's Allowance, previously known as Widowed Mother's Allowance and Bereavement Allowance, previously known as Widow's Pension);
- Disability Living Allowance;
- Housing Benefit;
- Industrial Injuries Disablement Benefit;
- Carer's Allowance;
- Jobseeker's Allowance,
- Maternity Allowance;
- Child Tax Credit;
- Retirement Pension (if topped up with Income Support);
- War Widow's/Widower's Pension/War Disablement Pension

ANNEX G

CONTRIBUTION TO CHILDCARE COSTS

Eligibility

1. While attending the Self-employment route a contribution to child care costs is payable to:
 - Lone parents participating on the New Deal for Lone Parents (NDLP);
 - Lone parents participating on the New Deal for 18 to 24 year olds/New Deal 25+;
 - Partners of benefit claimants participating on the New Deal for Partners (NDP); or
 - A New Deal for 18 to 24 year olds/New Deal 25+ participant whose partner is either on non-employed New Deal provision, or other Departmental training programme where benefit-based training allowance is in payment, or who is in receipt of one or more of the following qualifying benefits:
 - Attendance Allowance (AA);
 - Constant Attendance Allowance;
 - Disability Living Allowance (DLA);
 - Disability or Higher Premium Pension;
 - Incapacity Benefit (IB) where the rate payable is short-term higher rate or long term lower rate; or
 - Severe Disablement Allowance (SDA).
2. A contribution to childcare costs is payable in respect of a child(ren) who has not yet reached the first Tuesday in September following his/her 15th birthday at the date an approved activity commences, or in the case of a child(ren) in receipt of Disability Living Allowance or who is registered blind, the first Tuesday in September following his/her 16th birthday. Childcare payments may continue to be made until the participant completes the programme.

3. Care must be provided by:

- A Registered Childminder or nursery/creche registered with a Health & Social Services Board; or
- A relative who is not a registered childminder. For purposes of payment relative is defined as someone who is over 18 years of age and who is the **grandparent, brother, sister, aunt or uncle of the child(ren).**

4. The choice of childminder is the sole responsibility of the participant. The Department does not accept responsibility for any risks or accidents that might arise when a child is in the care of a Registered Childminder or other carer. The Department cannot accept responsibility for contractual arrangements with a Registered Childminder or other carer which result in payment being due for a period when the participant is not participating in the programme.

No. of Children	Registered Childminder		Relative	
	Full-time care	Out of school hours care	Full-time care	<u>Out of school hours care</u>
1 child	£19 per day	£11 per day	£11 per day	£7 per day
2 or more children	£28 per day	£17 per day	£17 per day	£11 per day

5. The rates of childcare assistance payable as shown in the table above reflect the maximum daily rates payable and are subject to a maximum of 5 days per week. This equates to a maximum limit of £140 per week ($£28 \times 5 = £140$) **per family** where care is provided by a registered childminder/nursery/creche or £85 per week ($£17 \times 5 = £85$) **per family** where care is provided by a relative. The maximum amount of childcare assistance payable **per family** is subject to an

overall limit of £140 per week where care is provided by a mixture of registered childminder/nursery/crèche and relatives.

6. Where assistance with childcare is required for less than 5 days in a week, the daily rate charged (subject to the maximum) should be multiplied by the number of days for which childcare is required. For example a lone parent/partner who attends 2 full days per week and who has two children of school age, both minded by a registered childminder, will be eligible for a maximum contribution towards childcare costs of £34 per week ($£17 \times 2 = £34$).

Procedures for applying for childcare assistance

7. At the referral interview, the NDPA should determine if childcare costs can be claimed, taking into account the following:
 - the hours to be spent in test trading and
 - the age(s) of the child(ren) i.e. pre school age or school age.
8. If childcare costs are appropriate the method and type of childcare provision should be established (registered care or family care, all day care or after school hours care) and the participant advised of the maximum contribution which may be payable (as shown in the table at para 4).
9. NDPAs should, at the referral interview, issue application form ND14 to participants who may be eligible for financial assistance towards the costs of childcare. Applications for childcare approval must be made as soon as the participant has agreed a start date or on the first day the participant commences test trading.
10. The participant should be advised to arrange for the completed ND14 to be forwarded to the NDPA (with a copy of the childminder's Registration Certificate, where appropriate) as soon as possible. Sections A, B and C should be completed by the participant, childminder and the Provider respectively and then forwarded to the NDPA.

11. On receipt of form ND14 from the Provider, the NDPA must check that the form has been correctly completed and includes the Childminder's Registration Certificate where appropriate.

The NDPA must then complete section D, giving details of the **daily amount** approved.

12. When recording childcare approval on the Payments tab within the Client Details screen on CMS it is essential that the NDPA records the **daily amount** in the Comments Box. These arrangements apply equally to all childcare approvals, whether they are for a full week or a part week. The original form will be returned to the Provider by the NDPA and a copy retained by the Jobs & Benefits office/JobCentre.
13. Where payment of 'out of school hours' childcare has been approved by the NDPA, full-time care may be paid (within the appropriate maximum) during periods of school closure without further reference to the NDPA.

Payment Procedure

14. Payment of childcare assistance will be made by the Provider directly to the carer.

Retainer Fees

15. Where a participant is unable to attend because of illness or absence, a retainer fee may be paid providing the registered childminder's terms and conditions clearly set out that payment is required for such days. The purpose of this retainer fee is to ensure that the childcare place is kept available and not reallocated when the childcare place is temporarily unfilled. A retainer fee is not payable for periods when the registered childminder facility is not available or where care is provided by a relative.

It should be noted that the Department will only re-imburse retainer fees in the above circumstances for a maximum of 10 days in respect of sickness or other authorised absence, and up to 9 days in respect of annual leave.

Claims

16. Providers will recoup payments of childcare on a four-weekly basis, along with claims for provider fees from Supplier Services Branch.

Retention of Records

17. **All documentation relating to payment of childcare costs (approved ND14, childminder's Registration Certificate etc) must be retained for a period of 7 years for inspection purposes.**

New Deal Self-Employment Training Plan

This Training Plan outlines a programme of training agreed between the Self-Employment Provider and the Participant. It sets out what the Participant aims to achieve during his/her training.

Self Employment Provider Name: _____

Participant Name: _____ National Insurance No: _____

**TRAINING NEEDS
IDENTIFIED**

**DELIVERY
METHOD**

**TRAINING
PROVIDER &
LOCATION**

**DURATION

FROM TO**

PROJECTED OUTCOMES

Signed: _____ (Self-Employment Provider) Date: _____

Signed: _____ (Participant) Date: _____

Signed: _____ (New Deal Personal Adviser) Date: _____

NDSE TRAINING PLAN

**NEW DEAL SELF-EMPLOYMENT ROUTE
STAGE 2(START A BUSINESS PROGRAMME)**

INTRODUCTORY LETTER

ND18 to 24 ☐

ND 25+ ☐

*NDLP ☐

*NDP ☐

(Tick appropriate box)

To: _____
(SABP Delivery Agent)

From: _____
(JobCentre/Jobs and Benefits office)

Name of Participant _____

CMS Number _____

I am writing to introduce _____ who is
participating in New Deal and is interested in self-employment. As
arranged by telephone please provide a place on the Start A
Business Programme which commences on _____

***NDLP participants only. Training Premium is payable/is not
payable**

(New Deal Personal Adviser)
office)

(JobCentre/Jobs and Benefits

To _____
(JobCentre/Jobs and Benefits office)

From _____
(SABP Delivery Agent)

Complete (a) (b) (c) or (d) below as appropriate

(a) I can confirm that _____ started the
Start A Business



Programme on _____ (date)

(b) I can confirm that _____ failed to start the Start A Business Programme (Forward ND(SE)20 to NDPA immediately)

(c) I can confirm that _____ failed to attend the SABP on DAY [1] [2] [3] [4] [5] **Please tick day not attended**
Forward ND(SE)20 to NDPA immediately

(d) I can confirm that _____ completed the Start A Business Programme on _____ (Date) and is developing a Business Plan.

SIGNED

NAME IN CAPITALS

POSITION IN ORGANISATION

DATE

ND(SE)20

**NEW DEAL FOR PARTNERS
Self-Employment Route (ADI enquiry form)****Primary Customers Details**

1. FULL NAME: _____
2. NATIONAL INSURANCE NUMBER: _____
3. DATE OF BIRTH: _____
4. ADDRESS: _____

Partners Details

5. NAME: _____
6. NATIONAL INSURANCE NUMBER: _____

7. Primary customer's Benefit Details:

Incapacity Benefit/Severe Disablement Allowance/Carer's Allowance
(*Delete as appropriate)

Details of Partner's Test Trading

8. Proposed start Date: _____ End Date: _____
Training Premium*: £ _____ (per week) (*If none, write none)
 9. Weekly payments for, Meals: £ _____ Travel Costs £ _____
Childcare £ _____ (if none, write none)
 10. Payments in kind (e.g. meal vouchers or free meals) and other allowances
as follows: £ _____
(if none, write none)
-
-

DECLARATION – I agree that you may use information about my benefit claim when you discuss work opportunities or New Deal with my partner and I authorise my partner to be informed what effect this change of circumstances will have on my benefit entitlement.

SIGNATURE: _____ (customer) DATE: _____

**PLEASE RETURN FORM TO YOUR LOCAL JOBCENTRE/JOBS & BENEFIT
OFFICE, NEW DEAL SECTION**

To SDA/IB/CA (*Delete as appropriate)

From: _____ (NDPA) Telephone: _____

**_____ (JobCentre/
Jobs and Benefits Office) Date: _____**

ND(SE) 24

IB/SDA

Social Security Agency
Incapacity Division Support Unit
Customer Care Team
(Incorporating New Deal)
Room 454
Castle Court
Royal Avenue
BELFAST

Tel No: (028) 9033 6415 9033 6699
Fax No: (028) 9033 6326

Contact Name: Martine Spiers
Customer Care/New Deal Manager

CARER'S ALLOWANCE

Disability and Carer's Service
Carer's Allowance Centre
Room 218
Castle Court
Royal Avenue
BELFAST

Tel No: (028) 9090 6230
Fax No: (028) 9033 6685 (Network fax 56685)

Contact Name:- John Thompson

PENSION CREDIT

Pension Service
Carlisle House
Carlisle Road
Londonderry
BT48 6YB

Freephone: 0808 1006165

Contact Name: - Bernie Devine