

CONTRACT FOR SERVICES - AGREEMENT

Apprenticeship (ESFA)

This Agreement (hereinafter referred to as the “Contract for Services Agreement”) is made on this --th day of -----, 2019 and between

(1) Park Education (Company Registration Number 06415600) ,
Kingsbury House Church Lane, Kingsbury London, London, NW9 8UA ,
United Kingdom, hereinafter referred to as “The Training Provider”

and

(2) XXXXXXXXXXXX (Company number XXXXXXXXX), -----
-----, hereinafter referred to as “the Employer ”.

Training Provider Obligations

The Training Provider shall deliver the Services to the Employer:

- in accordance with and for the duration of the relevant Apprenticeship Programme;
- using reasonable skill and care;
- in compliance with the Funding Rules;
- in compliance with the Law and associated codes and guidance from time to time in force.

The Training Provider shall enter into written agreements with all relevant:

Apprentice Assessment Organisations;
as specified in the relevant Apprenticeship Programme.

Subject to the Employer fulfilling the obligations set out in Employer Obligations clause , the Training Provider shall use its reasonable endeavours to recover sums in respect of the Charges from the ESFA.

Employer Obligations

1.The Employer shall:

1.1 from the commencement of the relevant Apprenticeship Programme, employ and pay the Apprentice in accordance with the Law, agreed employment terms and conditions for the duration of the relevant Apprenticeship Programme which shall be not less than the period set out in the relevant Apprenticeship Programme (subject to earlier termination of this agreement in accordance with its terms and/or the Apprentice's employment contract);

1.2 promptly do all acts and not omit to do any thing reasonably requested of the Employer by the Training Provider for the purposes of the Training Provider's:

- (a) compliance with the Funding Rules; and
- (b) obtaining any payment to which it may be entitled under the Funding Rules;

1.3 enter into and procure that each Apprentice enters into:

- (a) an Apprenticeship Agreement; and
- (b) a commitment statement as required by the Funding Rules, Each of which must be in place for the entire length of the Apprenticeship and meet the requirements of the Funding Rules and made available to the training provider on request;

1.4 provide such training and/or carry out such actions as are assigned to the Employer in the Apprenticeship Programme and in any event support each Apprentice in their learning and development to the reasonable satisfaction of the Training Provider;

1.5 notify in writing the training Provider of any Break in Learning;

1.6 confirm promptly on request by providing signed declarations to the Training Provider:

- (a) each Apprentice's eligibility for apprenticeship funding;

(b) any eligibility for 16-18 year old incentive payments (if applicable);
(c) the average number of employees employed by the Employer in the three years immediately preceding the first day of an Apprenticeship and (if applicable) the Employer's eligibility for small employer incentive payment;

(d) any other matters on which the Training Provider requires written evidence that is in the possession of the Employer in order for the Training Provider to comply with the Funding Rules;

(e) the address or addresses where the Apprentice shall be carrying out their working hours; and

(f) whether learning support is available to support Apprentices with additional learning needs,

1.7 ensure, and on request confirm, that:

(a) the Apprentice is employed and the average number of hours per week worked, and that training both on and off the job is included in those hours of employment;

(b) the funding for the Apprenticeship is not used to pay the apprentice's wages;

(c) the Apprentice is enabled to complete the Apprenticeship within their working hours and make available time for the Apprentice to be able to complete the Apprenticeship Programme including:

(i) permitting 20% of each Apprentice's employed hours to be used for off-the-job training;

(ii) releasing the Apprentice to the Training Provider for undertaking such training and courses with the Training Provider as set out in the Apprentice Proposal;

(iii) providing the Apprentice the use of equipment necessary to enable the Apprentice to fulfil training objectives;

(iv) cooperating with the Training Provider to arrange for any necessary End-Point Assessment and allowing the Apprentice to attend the same

1.8 comply with the terms of any agreement between the Employer and the ESFA;

provide payment for resits for qualifications or End-Point Assessment required by the Approved Apprenticeship Standard where no extra learning takes place before the re-take;

comply with the Mandatory Policies.

2 To secure an efficient working relationship between the Training Provider and the Employer and to protect the interests of the Apprentice, the Employer shall:

2. cooperate in good faith with the Training Provider and any Subcontractor and/or Apprentice Assessment Organisation to enable the successful delivery and completion of each Apprenticeship;

2.2 where indicated in the Contract Particulars that the Training Provider will be providing on-line administrative tasks, provide to the Training Provider on request all necessary log-in information to enable the Training Provider to access the Employer's Digital Account for the purposes of confirming the Funding available in respect of an Apprentice and uploading on behalf of the Employer information required pursuant to the Funding Rules relating to the Apprentice, the Apprenticeship Programme and/or other relevant matters;

2.3 allow the Training Provider, its staff, auditors, contractors or agents, including the Training Provider's Representative, access to the Apprentice, the Employer's premises and any relevant records or documents, including health and safety records, to allow the Training Provider to comply with the Training Provider's obligations under this agreement. Such access shall be as reasonably agreed between the parties or on reasonable notice from the Training Provider;

2.4 promptly notify the Training Provider in writing when it becomes aware or develops a reasonable suspicion that the Apprentice wishes to withdraw from the Apprenticeship;

2.5 immediately notify the Training Provider if the Apprentice informs the Employer that they no longer wish to continue with the Apprenticeship; and

2.6 appoint an Employer's Representative and promptly notify the Training Provider of any change of the Employer's Representative from time to time.

3. Additional Apprenticeship Programmes

Where indicated in the Contract Particulars, this clause 5 shall have effect.

3.1 The Employer may prior to the Expiry Date request that additional Apprenticeship Programmes be delivered to its employees by the Training Provider in accordance with this clause 3 .

3.2 The Training Provider and the Customer shall discuss the nature and content of the Employer's requirement for an additional Apprenticeship

Programme and such a discussion shall result in the Employer requesting either:

3.2.1 the provision of one of the Apprenticeship Programmes set out in Schedule 1 (a

Repeat Apprenticeship Programme Request) in accordance with clause 3.3; or

3.2.2 the development of a new Apprenticeship Programme in accordance with clause

3.4 (a Bespoke Apprenticeship Programme Request).

Data Protection and Freedom of Information

4.1 The Employer acknowledges that the Training Provider is subject to the requirements of the Data Protection Act 1998, the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and, from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679), all as amended from time to time. The Training Provider acknowledges that the Employer is subject to the requirements of the Data Protection Act 1998 and, from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679), as amended from time to time.

4.2 The Employer shall offer such prompt and reasonable assistance to the Training Provider as the Training Provider may request from time to time, to assist it in complying with its information disclosure obligations under the legislation set out.

4.3 Where the Training Provider or the Employer handle any personal or sensitive personal data (within the meaning of the Data Protection Act 1998 and/or the General Data Protection Regulation (Regulation (EU) 2016/679)), including in relation to the Apprentices or Apprentices, they undertake to comply with their respective obligations under that legislation.

4.4 Where the Employer receives a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 relating to the operation of this agreement, the Employer shall promptly pass the request to the Training Provider and shall not respond directly to any such request without the Training Provider's prior written consent.

SIGNED BY: Park Education

SIGNED BY : Employer

Signature:

Signature:

Print Name:

Print Name:.....

Position:.....

Position:.....

Address:

Address:.....

Date

Date

Witnesses

Name:

Name:

Address:

Address: