

TRAINING SERVICES AGREEMENT

ARTICLE 1

Training Provider

Global Make up, Hair and productions Academy Ltd.

And
The Employer
The Apprentice

ARTICLE 2

The Employer/Placement is to provide the work experience to support the Apprentice/Trainee into employment.

Under no circumstances can this present agreement be considered as an employment contract.

ARTICLE 3 – OBLIGATIONS

The Provider undertakes to:

- Agree with the Employer/Placement Organisation a programme of work for the Apprentice/Trainee;
- Provide appropriate support and guidance to the Apprentice/Trainee; and
- Assign an Employer/Placement contact to the Apprentice/Trainee who will monitor the progress of the Apprentice/Trainee throughout the Employer/Placement period.

The Employer/Placement Organisation undertakes to:

- Ensure that the Apprentice/Trainee properly understands and agrees the content of their role and to assist the Apprentice/Trainee in setting appropriate learning objectives upon commencement of the Employer/Placement.
- Ensure that the Apprentice/Trainee's role and tasks given to them comply with the programme of work agreed with the Training Provider.
- Assign a supervisor to the Apprentice/Trainee who will provide the Apprentice/Trainee with a suitable induction to the Employer/Placement Organisation and their role and to provide support throughout the Employer/Placement, making the Apprentice/Trainee aware of any health and safety regulations, fire drills and emergency and accident reporting procedures
- Always adhere to all non-discrimination legislation and all other appropriate regulations and ensure that the Apprentice/Trainee is at all times treated with dignity and respect.
- Provide the Apprentice/Trainee with an appropriate level of feedback of the work undertaken during the Employer/Placement.
- Provide training opportunities/opportunities for skills development for the Apprentice/Trainee where appropriate.
- Not to take any disciplinary or similar action or invoke any formal procedures in relation to the Apprentice/Trainee without prior notification to the Training Provider and to permit the Training Provider to be involved in any such procedures.
- Notify the Training Provider and consult with the Apprentice/Trainee if there is to be any significant change required to the role.
- Monitor Apprentice/Trainee attendance and provide an appraisal at the end of the Employment/Employer/Placement.

The Apprentice/Trainee undertakes to:

- Make the most of the learning opportunities offered by the Employer/Placement Organisation.
- Follow all reasonable instructions of their supervisor within the Employer/Placement Organisation.
- To comply with all relevant/applicable rules, regulations and requirements relating to the Employer/Placement Organisation's place of work (e.g. health and safety rules, internet/email policy, disciplinary procedures etc.)
- Co-operate with the Employer/Provider by completing reports and maintaining contact with the Training Provider and do anything else reasonably required by the Provider to ensure that their attendance and progress may be properly monitored and maintained.

ARTICLE 4 - OUTCOMES

Intended Employer/Placement outcomes are for the Apprentice/Trainee to contribute to the workplace with reasonable help and guidance from staff and the Training Provider and to gain improved workplace skills.

The Employer/Placement Organisation will ensure that the Apprentice/Trainee is supervised by an appropriate member of staff during the Employer/Placement period. The Training Provider will provide support and guidance as necessary for both the Apprentice/Trainee and the Employer/Placement Organisation during the time-period stated in article 6.

ARTICLE 9 - INSURANCE

Please delete as appropriate:

- The Employer/Placement Organisation agrees to ensure the Apprentice/Trainee comprehensively against accidents whilst at work and whilst travelling on behalf of the Employer/Placement Organisation.
- The Employer/Placement Organisation will not ensure the Apprentice/Trainee comprehensively against accidents whilst at work and whilst travelling on behalf of the Employer/Placement Organisation.

ARTICLE 10- HEALTH AND SAFETY

The Employer/Placement Organisation undertakes to provide a safe environment for the Apprentice/Trainee in accordance with local Health and Safety legislation.

The Apprentice/Trainee recognises their responsibility to behave in a responsible manner and to not ignore any areas of concern.

ARTICLE 11 - CONFIDENTIALITY AND INTELLECTUAL PROPERTY

The Apprentice/Trainee understands that at times they may become involved in confidential issues and undertakes that they will not either during the Employer/Placement period or at any time after the end of the Employer/Placement period disclose to any other person or otherwise make use of any information about clients, staff, or their families and/or any information relating to the Employers/Employer/Placement Organisation's products, processes, research and development pipeline and/or business affairs and/or any information comprising or relating to the work produced by the Apprentice/Trainee during the Employer/Placement.

All patents, registered designs copyright database rights, know-how, and confidential information applications for any of the above and any similar right recognised from time to time in any jurisdiction, ('Intellectual Property') produced or developed by the Apprentice/Trainee during the Employer/Placement ("Employer/Placement IP") shall belong to the Employer/Placement Organisation and the Provider and the Apprentice/Trainee agree to cooperate in vesting title in such Employer/Placement IP in the Employer/Placement Organisation.

Both the Provider and the Employer/Placement Organisation agree that personal data relating to the Apprentice/Trainee is held securely and confidentially and in accordance with UK and other data protection legislation. The Employer/Placement Organisation will not use or disclose the Apprentice/Trainee's personal information for any purpose other than is necessary for the administration of the Apprentice/Trainee's Employer/Placement.

ARTICLE 12 - HOLIDAY ENTITLEMENT AND ABSENCE

Please delete as appropriate:

The Apprentice/Trainee will be entitled to 1.5 days a month (accrued) paid/unpaid holiday. In addition, the Apprentice/Trainee will be entitled to take any legal holidays recognised by the Employer/Placement Organisation that fall during the Employer/Placement period.

Any absence from the Employer/Placement Organisation must be agreed in advance with the Employer/Placement Organisation administration.

If the Apprentice/Trainee is absent from work through illness or for any other reason the Apprentice/Trainee agrees to notify the Employer/Placement Organisation immediately and to keep the Employer/Placement Organisation fully informed during the period of absence or illness.

Absence due to illness of 7 days or longer must be supported by a Doctor's certificate or otherwise in accordance with the Employer/Placement Organisation's usual procedure.

ARTICLE 13 - REVIEW OF AGREEMENT

If at any time it is established that the Apprentice/Trainee is not performing satisfactorily and that the Employer/Placement Organisation has provided reasonable opportunity for training and coaching, the terms of this agreement may be reviewed.

Equally if, at any time, the Employer/Placement Organisation is not providing a satisfactory Employer/Placement learning environment for the Apprentice/Trainee then the terms of this agreement may be reviewed.

The terms of this Employer/Placement agreement may not be changed without prior discussion of all the parties to this Employer/Placement agreement.

ARTICLE 14 - CONTINUITY PLAN

In the event of business failure, Global will seek to identify an alternative training provider who can provide continuation of the apprenticeship programme. We will inform ESFA using the following contact numbers:

Email: SDE.servicedesk@education.gov.uk

Telephone: 0370 2670001 Service desk opening hours:

8.30am to 5pm Monday to Thursday

8.30am to 4pm Friday

ESFA website: www.gov.uk/esfa

Department for Education, Piccadilly Gate, Store Street Manchester,

M1 2WD United Kingdom

ARTICLE 15 - RESOLUTION OF DISPUTES

All parties agree that they will attempt to resolve any dispute in the first instance by mutual consultation and negotiation.

SIGNATURES

igned for and on behalf of the Employer/Placement Organisation SUPERVISOR_TITLE» «EMPLOYER/PLACEMENT_SUPERVISOR» SUPERVISORS_POSITION»
TITLE» «FIRST_NAME» «SURNAME»
TITLE» «FIRST_NAME» «SURNAME» pprentice/trainee

Reviewed by	Victoria Farrelly
Reviewed	Annually
Last Review	30/08/2024
Review Date	30/08/2025

Reviewed: Signed: V Farrelly..... Date: 30/08/24

Victoria Farrelly Chief Executive