

## TRAINEE CONTRACT

### 1. BACKGROUND

- 1.1. The Provider provides School Centred Initial Teacher Training (“**SCITT**”) courses which are delivered by groups of schools and colleges.
- 1.2. The Trainee has applied for and has been accepted on the teacher training course with the objective of obtaining Qualified Teacher Status (the “**Course Objective**”).
- 1.3. The Provider will have sought the appropriate assurances that the Trainee is deemed to have the suitability to train. There is no guarantee that the Trainee will subsequently be deemed suitable for employment as a teacher.
- 1.4. The Course will be delivered by the Provider and its partners. Part of the Course will involve training placements at the Provider or a partner of the Provider (the “**Placement Provider**”).
- 1.5. The Course will begin on the 1<sup>st</sup> September 2021 and will not be completed until the Course Objectives have been deemed to be met by the annual meeting of the appropriate awarding committee.

### 2. FEES

In consideration of the Provider providing training under the Course, the Trainee shall pay the fees for the Course (the “**Fees**”) which shall be £9,250.00 and shall be payable by the Trainee to the Provider by one of the following methods:

- 2.1. **Instalments – self finance or bursary** - Trainees who opt to pay the Fees in full shall pay the Fees as follows:

Date	Amount
5 <sup>th</sup> October 2021	£1,250
5 <sup>th</sup> November 2021	£1,000
5 <sup>th</sup> December 2021	£1,000
5 <sup>th</sup> January 2022	£1,000
5 <sup>th</sup> February 2022	£1,000
5 <sup>th</sup> March 2022	£1,000
5 <sup>th</sup> April 2022	£1,000
5 <sup>th</sup> May 2022	£1,000
5 <sup>th</sup> June 2022	£1,000

- 2.2. **Through Student Finance England** - Trainees with the benefit of a Tuition Fee Loan may opt to have the Fees paid directly to the Provider in three instalments. **IT IS THE TRAINEE’S RESPONSIBILITY TO ENSURE THAT THE PROVIDER RECEIVES THE FEES AND THE PROVIDER MAY, IN DISCRETION, HAVING CONSIDERED ALL OF THE RELEVANT CIRCUMSTANCES, REFUSE ADMISSION OR TERMINATE ATTENDANCE TO THE COURSE IN THE EVENT THAT PAYMENT HAS NOT BEEN RECEIVED BY ANY DUE DATE.**
- 2.3. **PLEASE NOTE THAT THE PROVIDER IS SUBJECT TO THE REGULATION OF THE OFFICE OF THE INDEPENDENT ADJUDICATOR FOR HIGHER EDUCATION, WHO HAS JURISDICTION IN THE EVENT OF A DISPUTE OVER THE CONTENTS OF THE MAJORITY OF THIS AGREEMENT.**

### 3. TERMS OF PAYMENT

- 3.1. The Trainee shall not be permitted to attend placements or lectures without the express permission of the Director in the event that he or she fails to comply with the Red Kite Teacher Training Fees and Debt Recovery Policy. Such failure to attend will be counted as absences and may have an effect on the Trainee's ability to meet the Course Objective.
- 3.2. The Trainee acknowledges that he or she will not meet the Course Objective unless the Provider has received all fees in full and for the avoidance of doubt, further acknowledges that this may affect the Trainee's ability to take up a post in the following September.

### 4. WITHDRAWAL OR REMOVAL FROM COURSE

- 4.1. The Trainee, in the event that he or she withdraws or is deemed to have withdrawn from the Course before the following dates shall be liable to pay the following amounts to the Provider on demand (such sum being a reasonable estimate of the Provider's forecast losses in the event that the Trainee withdraws from the Course):

<b>Withdrawal date</b>	<b>Amount payable</b>
Between 2 September 2021 and 3 January 2022	£2,312.50
Between 4 January 2022 and 24 April 2022	<b>£4,625 less amount paid to date</b>
After 24 April 2022	<b>£9,250 less amount paid to date</b>

- 4.2. **FOR THE AVOIDANCE OF DOUBT, THE TRAINEE ACKNOWLEDGES THERE IS A POSSIBILITY THAT ANY STUDENT LOAN TAKEN OUT MAY NOT COVER THE ABOVE LIABILITIES OR THAT THE STUDENT LOANS COMPANY MAY SEEK TO RECOVER SUCH SUMS FROM HIM/HER. THE PROVIDER WILL SEEK RECOVERY OF SUCH SUMS IRRESPECTIVE OF THE TRAINEE BEING ABLE TO SECURE THE NECESSARY FUNDING FROM STUDENT FINANCE ENGLAND (SFE).**
- 4.3. A Trainee may withdraw by providing written notice of such withdrawal to the Director.
- 4.4. If the Trainee is absent for ten consecutive working days and the Provider is unable to contact the Trainee or the named representative, the Provider will invoke a suspension of studies, informing Student Finance England (SFE) through a Change of Circumstance (COC) submission should one be required. This may have an impact on any maintenance loans and bursaries that have been scheduled for the Trainee. If there is no contact in the following ten working days, the Trainee will be deemed to have withdrawn from the course and the relevant authorities will be informed.
- 4.5. The Provider may charge the above payments at its sole discretion; such demand for payment shall be made subject to any rules and regulations in place at the time of removal or withdrawal (including those relating to student loans).

### 5. PROVIDER OBLIGATIONS

- 5.1. The Provider will:
  - 5.1.1. use his/her reasonable endeavours to deliver the Course in accordance with the prospectus;
  - 5.1.2. along with Placement Provider, provide the facilities and the equipment to assist the Trainee to meet the Course Objective;
  - 5.1.3. ensure that a SCITT Early Career Leader is available to support the Trainee during the Course, to deal with any concerns and any enquiries the Trainee may have during the Course;
  - 5.1.4. take adequate steps to ensure that the Trainee has adequate guidance and supervision during the Course;
  - 5.1.5. notify the Trainee of all policies, rules and procedures operated by the Provider in respect of the Placement (including the Code of Conduct); and

- 5.1.6. keep any personal data of the Trainee secure and only use it for the purposes of administering the Course.
- 5.2. **WHILST THE PROVIDER MAY ASSIST THE TRAINEE IN FINDING EMPLOYMENT AFTER THE END OF THE PLACEMENT, THE TRAINEE ACKNOWLEDGES AND ACCEPTS THAT THE PROVIDER IS UNDER NO OBLIGATION TO PROVIDE THE TRAINEE WITH EMPLOYMENT AFTER COMPLETION OF THE COURSE (WHETHER FROM THE PLACEMENT PROVIDER OR OTHERWISE).**
- 5.3. **PLEASE NOTE THAT THE TERMS OF THIS AGREEMENT COVER THE RECOMMENDATION OF QUALIFIED TEACHER STATUS (the "Course Objective") BY THE PROVIDER. THESE TERMS DO NOT COVER THE AWARD OF THE POSTGRADUATE CERTIFICATE IN EDUCATION (PGCE), WHICH ARE OUTSIDE THE SCOPE OF THESE TERMS. THE TRAINEE ACKNOWLEDGES THAT THE PGCE WILL BE SUBJECT TO ANY OBLIGATIONS PLACED ON THE TRAINEE BY THE AWARDING BODY IN RESPECT OF THE PGCE, WHERE RELEVANT, AND THE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY ACT OR OMISSION OF SUCH AWARDING BODY IN RESPECT OF THE SAME.**

## 6. TRAINEE OBLIGATIONS

### 6.1. The Trainee shall:

- 6.1.1. use his/her best endeavours to achieve the Course Objective and take responsibility for his/her work;
- 6.1.2. familiarise himself/herself and comply with the Provider and the Placement Provider's requirements and procedures contained in the handbook, and, in particular, the Provider's Code of Conduct (attached in the Annex to these terms);
- 6.1.3. carry out all reasonable actions required by the Placement Provider in respect of the Placement;
- 6.1.4. not do anything which may bring the Provider, the Placement Provider or any other Course Member into disrepute;
- 6.1.5. before the Course commences, provide the contact details for a named representative who will contact, or can be contacted by the Provider, in relation to the Trainee's absence from the Course;
- 6.1.6. keep the Director informed of any changes or issues with the Course;
- 6.1.7. notify the Director of any matter which is likely to affect him or her undertaking the Course (including any special health or medical requirements);
- 6.1.8. only use facilities and equipment provided by the Provider or Placement Provider (including computer equipment) for the purpose of carrying out the Course and not for any other purposes;
- 6.1.9. if travelling by car to work, arrange adequate motor insurance for travel during work hours (Trainees should check with their insurer if business insurance is required);
- 6.1.10. maintain any confidential or personal data in strict confidence and, save as provided herein, will not disclose Confidential Information to any third party; and
- 6.1.11. not use, except for the purpose for which it was intended, any confidential or personal data which comes into their possession, custody or control, concerning the Provider or the Placement Provider.

## 7. GENERAL

### 7.1. Nothing in this Agreement shall limit or exclude the Provider's liability for:

- 7.1.1. **death or personal injury caused by its negligence, or the negligence of its <sup>[SEP]</sup>employees, agents or subcontractors;**
- 7.1.2. **fraud or fraudulent misrepresentation; or**
- 7.1.3. **breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).**

### THE TRAINEE'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE 7.2

### 7.2. Subject to clause 7.1:

- 7.2.1. **we will not be liable for any consequential loss (including loss of profit or earnings); and**
- 7.2.2. <sup>[SEP]</sup>**our total liability to you will not exceed the amount you paid to us in respect of the Fees.**

- 7.3. We will not be liable to you for acts outside our control, which shall include industrial disputes, act of God, war, riot, malicious damage, fire, flood, storm or default of suppliers or subcontractors.

- 7.4. You shall not, without our prior written consent of the Provider, assign, or, subcontract any of your rights or obligations under this contract.
- 7.5. If a court or any other competent authority finds that any provision of this contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this contract shall not be affected.
- 7.6. If any invalid, unenforceable or illegal provision of this contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **8. COMPLIANCE**

- 8.1. Unconditional Offers will be made on UCAS or DfE Apply where the provision of documentation outlined in your offer letter is provided electronically. It is a requirement that these originals, along with original DBS certificates and the documents used during the DBS application process, are seen by a member of Red Kite Teacher Training. We shall provide opportunities to show this documentation to us and this must be done by Friday 8th October 2021. If original documents are not provided by these dates, we may need to ask you to leave the course and you will be liable for the initial instalment of fees.