

AGREEMENT FOR THE PROVISION OF WORKFORCE DEVELOPMENT & LEARNING ACTIVITIES

DATE:

MADE BETWEEN:

- (1) **[REGISTERED NAME]** of **[registered office or principal place of business if unregistered]** (the “Trainer” also referred to as “You” or “you” in this Agreement); and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street London SE1 2QH (the “Council” also referred to as “We” or “we” in this Agreement).

The parties agree that this Agreement is made up of:-

SPECIFIC TERMS
GENERAL TERMS AND CONDITIONS
APPENDIX 1 – SPECIFICATION [including Safeguarding Policies]
[TRAINERS PROPOSAL DATED]
[list any other documents to be included]

SPECIFIC TERMS

Authorised Officer	[name and contact details] , who is your primary contact in the Council
Council Rules	Means all relevant Council policies, rules, codes, procedures, orders and codes of practice
Description of Learning and Development Activity to be provided	[enter description of Learning and Development Activity] as set out in more detail in Appendix 1 – Specification
Fee (excluding VAT)	£ [●] which we will pay to you in the instalments and intervals set out in the Payment Periods
Insurance	The minimum amount of cover required for this Agreement is:- Employers Liability Insurance: £10m Public Liability Insurance: £5m Professional Indemnity Insurance: £5m
Legislation	Means all relevant Acts of Parliament, statutory regulations, order, guidances and codes of practice including any subsequent amendments or comparable legislation
Liability	Clause 6.3 will/will not apply to this Agreement
London Living Wage	Clause 4.9: London Living Wage is [is not] applicable
Payment Periods	[advance] ,

	<p>25% of the Fee £[●] on [●]; 25% of the Fee £[●] on [●]; 25% of the Fee £[●] on [●]; 25% of the Fee £[●] on [●];</p> <p>[or] Payment invoice to be submitted as soon as possible after the completion of each Learning and Development Activity.</p>
Period of Appointment	from the Start Date until [end date] OR [until completion of the Services] unless terminated early or extended by mutual agreement
Trainers' Representative	[name and contact details], who has overall responsibility for the management of this Agreement
Safeguarding	Clause 4.7 (Safeguarding) is/is not applicable
Staff	Clause 4.6 (Staff) – the period for removing and replacing a notified member of staff under this clause is 7 days
Start Date	[enter date]
Timetable	[insert any key stages/training dates] You will provide the Learning and Development Activity in accordance with the timetable unless agreed in writing in advance by the Council. Persistent failure to meet agreed timescales may amount to a material breach of this Agreement.
Venue	[enter Venue address]

References to “the Trainer” in this Agreement includes anyone engaged by you to provide these Services including any sub-contractor, volunteer, licensee or employee.

References to “staff” or “employees” in this Agreement includes where appropriate volunteers providing these Services.

Any square brackets in this Agreement shall be deemed to be deleted.

IN WITNESS the parties have entered into this Agreement by signature of their respective duly authorised representatives.

Signed by:

Signed by:

Position:

Position:

Signature:

Signature:

FOR AND ON BEHALF OF THE COUNCIL

FOR AND ON BEHALF OF THE TRAINER

Signed by:

Signed by:

Position:

Position:

Signature:

Signature:

FOR AND ON BEHALF OF THE COUNCIL

FOR AND ON BEHALF OF THE TRAINER