Trainer Agreement

The Trainer Agreement (hereinafter called the “Agreement”), effective as of January 1, 2019, is entered into by and between Cotswold First Aid, also referred to as “Us” or “Our” and the named Contractor, also referred to as “You” or “Your” and is subject to the terms and conditions specified below. This Agreement will be periodically reviewed and updated as necessary.

Cotswold First Aid will offer training courses to the Contractor subject to the terms and conditions set out within this Agreement. By accepting any bookings passed to You by Cotswold First Aid, you agree to be bound by these terms and conditions.

Under no circumstances must You sub-contract the delivery of any part of any training course booked by Cotswold First Aid to any other company or individual.

You agree to be the training course provider and accept legal responsibility for the delivery of training and the assessment of candidates on any course you deliver for Us. You agree to provide all course equipment necessary to run the course as stated in Appendix 1 of this Agreement.

It is the Contractor’s responsibility to ensure that all required insurance policies, qualifications and trainer assessments are in place and kept up to date. These should be made available to Cotswold First Aid upon request. You agree to undergo periodic internal quality assurance and assessment to ensure the standards set by Cotswold First Aid and the Awarding Body are being met.

By the signing of this Agreement, You agree to undertake recommendations passed to you from the Internal Quality Assurer and are bound by Cotswold First Aid’s Policies and Procedures. Failure to comply with the Internal Quality Assurance processes or other Policies and Procedures in place at the time, and/or major failings are found within the delivery of your training, may affect Your eligibility to deliver future courses for Cotswold First Aid.

Cotswold First Aid reserve the right to withhold payment for any course that does not comply with the requirements of the Awarding Body or Our Policies and Procedures or where any misconduct on behalf of the trainer is shown to have taken place

Cotswold First Aid requires all contractors to be registered trainers with First Aid Awards Ltd via Nuco Training. Continual Professional Development will be maintained by the trainer. Proof of CPD and a Trainers Log will be provided to Cotswold First Aid upon request.

A booking for your services from Cotswold First Aid may be by telephone, email or social media but will always be confirmed in writing (email). You will be sent details of the course, the date, start and finish times and any other relevant information. This booking request email represents an offer from Cotswold First Aid for your training services.

You agree that Cotswold First Aid retain all clients and entitlement to future business that may arise as a result of the trading relationship established with the client. The Contractor agrees to pass any future bookings back to Cotswold First Aid who will in turn wherever possible re-book the original Contractor (if still a training provider for Cotswold First Aid) providing they are available and willing to undertake the training. You agree not to solicit any client introduced to you by Cotswold First Aid or accept bookings by clients introduced by Cotswold First Aid unless agreed by Us. Proof of solicitation will result in non-payment and possible legal action for breach of this Agreement.

You are representing Cotswold First Aid and agree to deliver the course in a professional manner including appropriate attire. You agree that casual clothing such as t-shirts or shorts are not appropriate in these circumstances, unless agreed by Cotswold First Aid (due to the nature of the course being delivered). Where Contractors are delivering a number of courses on behalf of Cotswold First Aid, polo shirts bearing the Cotswold First Aid logo may be provided.

Trainers are expected to arrive on site at least 20 minutes prior to the course start time to allow for parking and course set up**.** If for any reason they are likely to be late, they must contact the client (a contact number will be provided at the time of booking) and also telephone Cotswold First Aid.

Cotswold First Aid will make every effort to highlight any specific requirements requested by the client at the time of booking .The Contractor will ensure these needs have been addressed prior to the start time of the course.

Cotswold First Aid will agree a rate for each course at the time of booking. Unless otherwise agreed, this rate will be inclusive of all travel and other expenses. Additional charges must be agreed in writing at the time of booking.

Contractors agree that they are working for Cotswold First Aid on a self-employed basis and are therefore liable for the payment of any Income Tax and National Insurance contributions as set by HMRC. Agreement to deliver a course on behalf of Cotswold First Aid does not constitute or imply any employment rights or benefits.

The Contractor must submit an invoice upon completion of the course. Cotswold First Aid will endeavour to pay all invoices within 48 hours of the course paperwork being returned to Us. Payment will be in the form of a BACs transfer.

Presentations, manuals and hand-outs will be provided to the Contractor by Cotswold First Aid. No alterations or additions are permitted without prior written authorisation from Cotswold First Aid. The copyright of all presentations remains with Cotswold First Aid and these may not be used for any other purpose than the delivery of training courses on behalf of Cotswold First Aid. Any manuals, hand-outs, physical media (memory sticks, CD’s etc.) handed to the Contractor must be returned upon request.

Cotswold First Aid will be responsible for the administration and certification for each course. The Contractor is responsible for ensuring all paperwork is completed accurately and returned to Cotswold First Aid upon completion of the course.

Courses will be offered to Contractors based on their location, their expertise/qualifications, availability and past performance. Cotswold First Aid is not obliged to offer courses to any Contractor.

There are times where Cotswold First Aid’s clients may cancel a course. Cotswold First Aid agrees that if a course is cancelled, the following fees may be payable to the Contractor allocated to that course:-

* If the course is cancelled completely up to and including within 8 days of the training date, no fees apply
* If the course is cancelled completely within 7 days of the training date, 50% of the fee applies
* If the course is cancelled completely within 3 days of the training date, 100% of the day rate is paid to the Contractor.

Cotswold First Aid’s clients may need to reschedule a course. Should a training course be rescheduled for any reason, the new course date will be offered to the original Contractor (if still a training provider for Cotswold First Aid). If they are not available, the course will be offered to another Contractor.

This Agreement is governed by and construed in accordance with English law. Any dispute or matter which arises that cannot be resolved by the two parties may be dealt with by the Courts of England and Wales, only to the exclusion of the Courts of any other country. You, the Contractor, agrees to indemnify Cotswold First Aid against any loss or associated costs obtained as a result of the Contractor breaching any of the terms explicitly set out in this Agreement.

If there is a breach of this agreement it is agreed that Cotswold First Aid may terminate this Agreement without notice. If the contractor would like to end this agreement the Contractor agrees to provide 28 days’ notice and agrees to deliver all future courses they has been booked for if requested by Cotswold First Aid. In this instance no fees will be payable if Cotswold First Aid cancels a booking with the Contractor. The Contractor agrees to be bound by the terms of this Agreement after the Agreement has been terminated.

Changes and updates to this Agreement at the time of booking will apply. Continued acceptance of business from Cotswold First Aid indicates Your agreement to them and any subsequent amendments

Signed on behalf of Cotswold First Aid……………………………………Date……………

Signed by the Contractor……………………………………………………Date……………

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