



Training Contract

This Training Contract (hereinafter referred to as the "Contract") is entered into between Diamond Services Ltd, trading as Humming Bees Day Nursery (hereinafter referred to as the "Company"), and any employee (hereinafter referred to as the "Staff Member") who undertakes the CACHE Level 3 Early Years Educator training financed by the Company.

By registering for and commencing the CACHE Level 3 Early Years Educator training, the Staff Member expressly acknowledges and agrees to be bound by the terms and conditions outlined in the employment contract, specifically the retainment clause and reimbursement provisions pertaining to training financed by the Company. The Staff Member understands that by undertaking any training that has been funded by the employer, they are accepting the obligation to reimburse the applicable training costs as specified in their employment contract. The Staff Member further acknowledges that their agreement to these terms is a prerequisite for enrolling in the training program and that failure to comply with these obligations may result in financial liability as outlined in the contract.

Training Provider

The training for the CACHE Level 3 Early Years Educator qualification will be provided by NCFE Learn. The contractual terms and conditions between NCFE Learn and the students are separate and independent from this Contract. The Staff Member acknowledges that the terms and conditions of NCFE Learn are available upon request.

Reimbursement and Retainment Clause

The Staff Member acknowledges and agrees that if they fail to complete the CACHE Level 3 Early Years Educator training, they shall be liable for the full cost of the qualification and further clauses as specified in Section 8.2 of the employment contract.

The reimbursement percentages applicable in the event of the Staff Member leaving the Company within specific timeframes after training completion are as follows:

- a) Within 12 months of training completion – 100% training costs must be reimbursed to the Company.
- b) Between 12 months and 24 months of training completion – 75% training costs must be reimbursed to the Company.
- c) Between 24 months and 36 months of training completion – 50% training costs must be reimbursed to the Company.
- d) After 36 months have passed from the Staff Member completing their training, no reimbursement will be required.

Minimum Working Hours

The Staff Member acknowledges that to qualify for the minimum retainment term as specified above, the minimum number of hours worked per week shall be an average of 20 hours, taking into consideration annual leave.

Special agreements regarding the minimum number of hours may be made between the Company and the Staff Member, subject to mutual consent.



Additional Costs

The Staff Member understands and agrees that they shall be responsible for any additional costs related to the CACHE Level 3 Early Years Educator training, including but not limited to retaking exams, extra tutor support, or extending the duration of the qualification.

Confidentiality and Non-Disclosure

The Staff Member acknowledges that all information, documents, and materials provided during the training are confidential and proprietary to the Company.

The Staff Member agrees not to disclose, reproduce, or distribute any confidential information or materials obtained during the training without prior written consent from the Company.

Termination

Either party may terminate this Contract in accordance with the terms and conditions outlined in the employment contract between the Company and the Staff Member. In the event of termination, the retainment clause and reimbursement percentages specified as above shall apply.

Reasonable behaviour and diligence

The Staff Member agrees to undertake the CACHE Level 3 Early Years Educator training with reasonable diligence and commitment. This includes attending all training sessions, practical work, and any other requirements set forth by the training provider. The Staff Member understands that consistent attendance and active participation are essential for successful completion of the training program. They further acknowledge that their dedication and active engagement during the training period will contribute to their professional growth and the overall success of their role within the Company.

The Staff Member acknowledges and understands that the successful completion of the CACHE Level 3 Early Years Educator qualification requires dedicated self-study and personal commitment. The Staff Member agrees that it is their sole responsibility to engage in independent study, complete assignments, and prepare for assessments in a diligent and timely manner. The Company supports the Staff Member's practical experience by providing a potential place for the required practical work. However, it is expressly agreed that the Company does not bear any legal responsibility to provide additional training support or otherwise assist in the employee's self-study efforts beyond facilitating the practical experience as outlined in the training program. The Staff Member acknowledges that their proactive engagement, self-motivation, and personal accountability are essential to successfully acquiring the necessary knowledge and skills for the qualification.

GDPR

The Staff Member acknowledges that within early years settings, the protection of personal data is of utmost importance, particularly in compliance with the General Data Protection Regulation (GDPR). They understand that as part of their training and employment with the Company, they may have access to personal information relating to children, families, and staff members. The Staff Member agrees to abide by all applicable data protection laws, including GDPR, and to handle personal data in a responsible and confidential manner. They further acknowledge that completion of the CACHE Level 3 Early Years Educator training will include training modules and sessions on GDPR awareness and compliance, emphasizing the importance of safeguarding personal information. By signing this training contract, the Staff Member affirms their commitment to upholding the highest standards of data protection and privacy within early years settings.



The Staff Member acknowledges the paramount importance of maintaining strict confidentiality and safeguarding the privacy of children within the context of their practical experience for the CACHE Level 3 Early Years Educator qualification. The Staff Member understands that they will be exposed to sensitive information and personal details about the children, their families, and the early years setting. They agree to exercise the utmost discretion and professionalism when documenting their practical experience, ensuring that all information shared is handled with the utmost care and kept strictly confidential. The Staff Member recognizes that maintaining the confidentiality of children and their families not only demonstrates respect for their privacy rights but also contributes to establishing an environment of trust and security within the early years setting. By upholding confidentiality obligations, the Staff Member ensures the ethical and responsible use of information while preserving the well-being and dignity of the children they encounter throughout their practical experience.

Policies and procedures

The Staff Member acknowledges and agrees that throughout their training and any work they undertake for their qualification, when representing the company, they are bound to uphold and abide by all of the company's policies and procedures. This includes, but is not limited to, policies related to safeguarding, health and safety, equality and diversity, confidentiality, data protection, and professional conduct. The Staff Member understands that their actions, both during their training and while representing the company, reflect the reputation and values of the organization. They further recognize that by adhering to the company's policies and procedures, they contribute to maintaining a safe, inclusive, and professional environment for all individuals involved. The Staff Member acknowledges their responsibility to familiarize themselves with these policies and procedures and to consistently apply them in every aspect of their training and work, ensuring compliance and upholding the high standards expected when representing the company.

Conclusion

In conclusion, the Training Contract between Diamond Services Ltd, trading as Humming Bees Day Nursery, and the employee undertaking the CACHE Level 3 Early Years Educator training financed by the Company encompasses several essential aspects. The agreement acknowledges the significance of upholding confidentiality, adhering to GDPR regulations, and maintaining the highest standards of data protection within early years settings. The Staff Member recognizes their responsibility to study with diligence and attend all training sessions, practical work, and other requirements set forth by the training provider.

The importance of GDPR compliance is underscored throughout the Training Contract. The Staff Member acknowledges that early years settings handle personal data, and therefore, they commit to abiding by all applicable data protection laws, including GDPR. The completion of the CACHE Level 3 Early Years Educator training entails modules and sessions that raise awareness of GDPR and emphasize the significance of safeguarding personal information. By signing the Training Contract, the Staff Member affirms their dedication to upholding the highest standards of data protection and privacy within early years settings.

The Training Contract further clarifies that the successful completion of the qualification requires dedicated self-study and personal commitment. The Staff Member accepts that they are solely responsible for engaging in independent study, completing assignments, and preparing for assessments. The Company, on the other hand, supports the Staff Member's practical experience by providing a potential place for the required practical work. However, it is clearly stated that the



Company bears no legal responsibility to provide additional training support or assist in the employee's self-study efforts beyond facilitating the practical experience.

The Staff Member's agreement to the retention clause and reimbursement terms is an integral part of the Training Contract. By undertaking any training financed by the employer, the Staff Member acknowledges their obligation to reimburse the applicable training costs as specified in their employment contract. The reimbursement percentages outlined in the contract provide a clear framework for the Staff Member's liability based on the length of service period after training completion. This clause ensures fairness and consistency for all employees while safeguarding the employer's investment in training.

The Training Contract also emphasizes the Staff Member's commitment to maintain children's confidentiality when documenting practical experience. This obligation highlights the paramount importance of respecting the privacy rights of children, their families, and the early years setting. The Staff Member is expected to exercise discretion and professionalism when handling sensitive information, ensuring that all shared information is strictly confidential. By upholding confidentiality obligations, the Staff Member contributes to establishing an environment of trust and security within the early years setting.

Furthermore, the Training Contract emphasizes the Staff Member's obligation to uphold the company's policies and procedures in all aspects of their training and work while representing the company. This commitment encompasses various policies, including safeguarding, health and safety, equality and diversity, confidentiality, data protection, and professional conduct. The Staff Member recognizes that their adherence to these policies and procedures reflects the reputation and values of the company. By consistently applying these guidelines, the Staff Member contributes to maintaining a safe, inclusive, and professional environment for all individuals involved.

In essence, the Training Contract outlines the rights, responsibilities, and obligations of the Staff Member and the Company throughout the CACHE Level 3 Early Years Educator training. The agreement covers vital areas such as GDPR compliance, confidentiality, self-study, reimbursement, and adherence to company policies and procedures. By upholding the Training Contract, both parties demonstrate their commitment to fostering a culture of professionalism, ethical conduct, and continuous growth within the early years setting. It is through the fulfilment of these obligations that the Staff Member can successfully acquire the necessary knowledge and skills while the Company ensures the effective use of its resources and upholds its commitment to providing quality training opportunities.