

Dated: 13th July 2026

ALPHA TRUST (1)

- and -

(2)

**Trainee Teacher Agreement
relating to
Colchester Teacher Training Consortium**



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Agreement relating to Fee-Paying Trainees

This agreement is entered into on 1st September 2025

BETWEEN:

- (1) Alpha Trust (company number: 07755713) whose registered office address is Colchester County High School for Girls, Norman Way, Colchester, Essex CO3 3US for and on behalf of The Colchester Teacher Training Consortium (the “**Provider**”).
- (2)
- (the “**Trainee**”).

BACKGROUND:

- (A) The Provider provides School Centered Initial Teacher Training (“**School Direct**”) programmes which are delivered by groups of partner schools and colleges.
- (B) The Trainee has applied for and has been accepted on the teacher training programme (the “**Programme**”) with the objective of obtaining Qualified Teacher Status (the “**Qualification**”).
- (C) The Programme will be delivered by the Provider and its alliance partners. Part of the Programme will involve training placements at the Provider or an alliance partner of the Provider (the “**Placement Provider**”).

OPERATIVE PROVISIONS:

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply to this agreement.

“ Data Protection Legislation ”	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).
“ Fees ”	£9,535 inclusive of VAT.
“ Placement Provider ”	has the meaning given to it in the Background to this agreement.
“ Programme ”	has the meaning given to it in the Background to this agreement.
“ Programme Director ”	means the programme director of the Programme from time to time.
“ Qualification ”	has the meaning given to it in the Background to this agreement.
“ School Direct ”	has the meaning given to it in the Background to this agreement.

“VAT”

value added tax or any equivalent tax chargeable in the UK or elsewhere.

UK Data Protection Legislation

all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

- 1.2 Clause, Schedule, Annex and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 References to clauses and Schedules and Annexes are to the clauses of and Schedules and Annexes to this agreement and references to paragraphs are to paragraphs of the relevant Schedule or Annex.
- 1.4 The Schedules and Annexes form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules and Annexes.
- 1.5 A reference to this agreement or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.10 A reference to writing or written includes email but not fax.
- 1.11 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12 Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.13 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.14 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

- 1.15 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. FEES AND TERMS OF PAYMENT

- 2.1 In consideration of the Provider providing training under the Programme, the Trainee shall pay the Fees which shall be paid by the Trainee to the Provider by one of the following methods:-

2.1.1 the Trainee pay the Fees to the Provider in full on or before **18th September 2026** or

2.1.2 the Trainee pay the Fees by way of three instalments payments of the following amounts on the dates stated below:

Date	Amount
7th October 2026	£ 3,178.00
13th January 2027	£ 3,178.00
12th May 2027	£ 3,179.00

- 2.2 If the Trainee benefits from a Student Loan he may opt to have the Fees paid directly to the Provider to satisfy the payment obligations at clause 2.1 above. Such Student Loan payments must be received on the following dates and in the following amounts:

Date	Amount
7th October 2026	£2,383.75
13th January 2027	£2,383.75
12th May 2027	£4,767.50

- 2.3 It is the Trainee's responsibility to ensure that the Provider receives the Fees and the provider may, in its absolute discretion, refuse admission to the Programme in the event that payment has not been received by any due date.
- 2.4 By entering into this agreement, the Trainee confirms that he understands that any Student Loan may not be in an amount sufficient to satisfy all the payment obligations of the Trainee under this agreement. The Trainee agrees that he is personally liable for the Fees and other payments due to the Provider under this agreement and that in the event any Student Loan is not sufficient to satisfy any payment obligation of the Trainee, that he will pay any shortfall.
- 2.5 If the Trainee fails to make a payment due to the Provider under this agreement by the due date, then, without prejudice to any right or remedy the Provider may have, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 2.5 will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 3% a year for any period when that base rate is below 0%.

- 2.6 The Trainee shall not be permitted to attend placements or lectures and agrees not to attend placements or lectures without the express permission of the Programme Director in the event that he fails to make any payment due under this agreement on or before its respective due date. Non-attendance will be counted as absence and may have an effect on the Trainee's ability to obtain the Qualification.
- 2.7 By entering into this agreement the Trainee confirms he understands that he may not receive the Qualification unless the Provider has received all sums payable under this agreement 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 or otherwise after the due date for qualification.

3. WITHDRAWAL FROM THE PROGRAMME

- 3.1 The Trainee, in the event that he withdraws or is deemed to have withdrawn from the Programme 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 Programme):-

Withdrawal Date	Amount Payable
Between 1 st September 2026 and 31 st December 2026	£4,767.50 less amount paid to date
After 1 st January 2027	£9,535.00 less amount paid to date

- 3.2 The Provider may charge the amounts stated in clause 3.1 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).
- 3.3 The Trainee may withdraw from the Programme by providing written notice of such withdrawal to the Programme Director. A Trainee may be deemed to have withdrawn from the Programme (at the Programme Director's absolute discretion) if he is absent for more than ten consecutive days without contemporaneously providing a reasonable justification for such absence.
- 3.4 The Trainee may be withdrawn from the Programme immediately upon written notice provided to the Trainee by the Provider if:
- 3.4.1 the Trainee commits a material breach of any term of this agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - 3.4.2 the Trainee commits misconduct affecting the Provider in any way;
 - 3.4.3 is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
 - 3.4.4 is in the reasonable opinion of the Provider negligent in his performance during the Programme;

- 3.4.5 is in the reasonable opinion of the Provider unsuitable to be a trainee on the Programme;
- 3.4.6 has not, in the reasonable opinion of the Provider, made sufficient progress on the Programme to obtain the Qualification;
- 3.4.7 is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
- 3.4.8 dies or is incapacitated (including by reason of illness or accident) from participating in the Programme for an aggregate period of 30 days in any 52-week consecutive period;
- 3.4.9 commits any fraud or dishonesty or acts in any manner;
- 3.4.10 commits any breach of the Provider's policies and procedures from time to time in force;
- 3.4.11 commits any offence under the Bribery Act 2010; or
- 3.4.12 commits a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

4. PROVIDER OBLIGATIONS

- 4.1 The Provider will, or the Placement Provider on behalf of the Provider will:
 - 4.1.1 use its reasonable endeavours to deliver the Programme in accordance with the prospectus;
 - 4.1.2 provide the facilities and the equipment to assist the Trainee to complete the Programme;
 - 4.1.3 ensure that a personal mentor is available to support the Trainee throughout the Programme, to deal with any concerns and any enquiries the Trainee may have during the Programme;
 - 4.1.4 take adequate steps to ensure that the Trainee has adequate guidance and supervision during the Programme; and
 - 4.1.5 keep any personal data of the Trainee secure and only use it for the purposes of administering the Programme.
- 4.2 Whilst the Provider may assist the Trainee in finding employment at the end of the Programme, the Trainee acknowledges and accepts that the Provider is under no obligation to provide the Trainee with employment after completion of the Programme.

- 4.3 This agreement and the Programme does not cover and does not relate to the award of the Postgraduate Certificate in Education (“**PGCE**”). The Trainee acknowledges that it 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.

5. TRAINEE OBLIGATIONS

5.1 The Trainee shall:

- 5.1.1 Use his best endeavours to achieve the Programme objectives and take responsibility for his work;
- 5.1.2 Familiarise himself and comply with the Provider and any Placement Provider’s requirements and procedures and in particular, the Provider’s Code of Conduct and their policies from time to time in force;
- 5.1.3 Carry out all reasonable actions requested by the Provider and/or the Placement Provider in respect of the Programme;
- 5.1.4 Not do anything which may bring the Provider or the Placement Provider into disrepute;
- 5.1.5 Keep the Programme Director informed of any changes or issues with the Programme;
- 5.1.6 Notify the Programme Director of any matter which is likely to affect his undertaking of and/or performance on the Programme (including any special health or medical requirements);
- 5.1.7 Only use facilities and equipment provided by the Provider and/or Placement Provider (including computer equipment) for the purpose of carrying out the Programme and not for any other purposes unless authorised by the Provider to do so in writing;
- 5.1.8 If travelling by car to work, arrange adequate motor insurance for travel during work hours;
- 5.1.9 Maintain any confidential or personal data relating to the Provider, Placement Provider, pupils, parents and other stakeholders in strict confidence and, save as provided herein, not disclose Confidential Information to any third party;
- 5.1.10 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;
- 5.1.11 To read, understand and adhere to all policies and procedures of the Provider and any Placement Provider; and
- 5.1.12 Prior to and on successful completion of the Programme, declare that he/she expects to seek a teaching post in England.

6. PERSONAL DATA

- 6.1 The Provider will collect and process information relating to the Trainee in accordance with the privacy notice. You are required to sign and date the privacy notice and return it to the Programme Director.
- 6.2 The Trainee shall comply with the Provider's data protection policy when handling personal data.
- 6.3 The Provider will comply will in all material respects with all applicable requirements of the Data Protection Legislation.

7. LIABILITY

- 7.1 Nothing in this agreement will limit or exclude our liability for:
 - 7.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - 7.1.2 fraud or fraudulent misrepresentation; and
 - 7.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 7.2 Subject to clause 7.1, the Provider's total liability to the Trainee shall not exceed the amount of the total Fees paid by the Trainee to the Provider.
- 7.3 Subject to clause 7.1, the Provider shall not be liable to the Trainee for the following losses and they are wholly excluded:
 - 7.3.1 Loss of profits;
 - 7.3.2 Loss of sales or business;
 - 7.3.3 Loss of agreements or contracts;
 - 7.3.4 Loss of anticipated savings;
 - 7.3.5 Loss of use or corruption of software, data or information;
 - 7.3.6 Loss of or damage to goodwill;
 - 7.3.7 Wasted Expenditure;
 - 7.3.8 Anticipated Savings of any kind; and
 - 7.3.9 Indirect or consequential loss.

- 7.4 Unless the Trainee notifies the Provider that he intends to make a claim in respect of an event within the notice period, the Provider shall have no liability for that event. The notice period for an event shall start on the day on which the Trainee became, or ought reasonably to have become, aware of the event having occurred (as opposed to him becoming aware of its having grounds to make a claim in respect of it) and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 7.5 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
- 7.5.1 acts of God, flood, drought, earthquake or other natural disaster;
 - 7.5.2 epidemic, spread of a virus or pandemic;
 - 7.5.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 7.5.4 nuclear, chemical or biological contamination or sonic boom;
 - 7.5.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
 - 7.5.6 collapse of buildings, fire, explosion or accident;
 - 7.5.7 any labour or trade dispute, strikes, industrial action or lockouts;
 - 7.5.8 non-performance by suppliers or subcontractors; and
 - 7.5.9 interruption or failure of utility service.
- 7.6 Provided it has complied with clause 7.8, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 7.7 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 7.8 The Affected Party shall:
- 7.8.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than 14 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - 7.8.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

- 7.9 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 20 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 2 weeks' written notice to the Affected Party.

8. TERMINATION AND OBLIGATIONS ON TERMINATION

- 8.1 Without limiting its other rights or remedies, the Provider may terminate this agreement with immediate effect by giving written notice to the Trainee if:
- 8.1.1 the Trainee commits a material breach of any term of this agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - 8.1.2 the Trainee commits misconduct affecting the Provider in any way;
 - 8.1.3 is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
 - 8.1.4 is in the reasonable opinion of the Provider negligent in his performance during the Programme;
 - 8.1.5 is in the reasonable opinion of the Provider unsuitable to be a trainee on the Programme;
 - 8.1.6 has not, in the reasonable opinion of the Provider, made sufficient progress on the Programme to obtain the Qualification;
 - 8.1.7 is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
 - 8.1.8 dies or is incapacitated (including by reason of illness or accident) from participating in the Programme for an aggregate period of 30 days in any 52-week consecutive period;
 - 8.1.9 commits any fraud or dishonesty or acts in any manner;
 - 8.1.10 commits any breach of the Provider's policies and procedures from time to time in force;
 - 8.1.11 commits any offence under the Bribery Act 2010; or
 - 8.1.12 commits a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.
- 8.2 Without limiting its other rights or remedies, the Provider may terminate this agreement with immediate effect by giving written notice to the Trainee if the Trainee fails to pay any amount due under this agreement on the due date for payment.

- 8.3 On termination of this agreement for any reason the Trainee shall immediately pay to the Provider all of the outstanding amounts due to the Provider.
- 8.4 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 8.5 On the date of termination or expiry of this agreement the Trainee shall:
- 8.5.1 immediately deliver to the Provider all of its property and confidential information in his possession or under his control;
 - 8.5.2 subject to the Provider's data retention guidelines, irretrievably delete any information relating to the Provider stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the premises of the Provider. For the avoidance of doubt, the details of pupils are regarded as confidential information, and as such, must be deleted; and
 - 8.5.3 provide a signed statement that he has complied fully with his obligations under this clause 8.5, together with such evidence of compliance as the Provider may reasonably request.

9. GENERAL

- 9.1 Assignment and other dealings.
- 9.1.1 The Provider may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the agreement.
 - 9.1.2 The Trainee may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the agreement without the prior written consent of the Provider.
- 9.2 Confidentiality.
- 9.2.1 Each party undertakes that it shall not at any time during the term of the agreement and for a period of two years after termination or expiry of the agreement, disclose to any person any confidential information concerning the other party, except as permitted by clause 9.2.2.
 - 9.2.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9.2; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.2.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the agreement.
- 9.3 Entire agreement.
 - 9.3.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - 9.3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 9.4 Variation. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 9.5 Waiver. No failure or delay by a party to exercise any right or remedy provided under the agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.6 Severance. If any provision or part-provision of the agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision of the agreement is deemed deleted under this clause 9.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

9.7 Notices.

9.7.1 Any notice given to a party under or in connection with the agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or his residential address (in any other case).

9.7.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

9.7.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9.7.4 A notice given under this agreement is not valid if sent by email.

9.8 Third party rights.

9.8.1 Unless it expressly states otherwise, the agreement does not give rise to any rights under this agreements (Rights of Third Parties) Act 1999 to enforce any term of the agreement.

9.8.2 The rights of the parties to rescind or vary the agreement are not subject to the consent of any other person.

9.9 Governing law. The agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

9.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

10. FEE OPTION

10.1 The Trainee confirms that he will pay the Fee using the method ticked below:

Method	Description	Please Tick								
Method 1	Private Funds Pay all Fees in one payment - fees due on 18th September 2026									
Method 2	Private Funds Pay Fees in 3 termly instalments due on <table border="1"> <thead> <tr> <th>Date</th><th>Amount</th></tr> </thead> <tbody> <tr> <td>7th October 2026</td><td>£ 3,178.00</td></tr> <tr> <td>13th January 2027</td><td>£ 3,178.00</td></tr> <tr> <td>12th May 2027</td><td>£ 3,179.00</td></tr> </tbody> </table>	Date	Amount	7th October 2026	£ 3,178.00	13th January 2027	£ 3,178.00	12th May 2027	£ 3,179.00	
Date	Amount									
7th October 2026	£ 3,178.00									
13th January 2027	£ 3,178.00									
12th May 2027	£ 3,179.00									
Method 3	Student Loan I have applied for a Student Loan and will pay in instalments due on: <table border="1"> <thead> <tr> <th>Date</th><th>Amount</th></tr> </thead> <tbody> <tr> <td>7th October 2026</td><td>£2,383.75</td></tr> <tr> <td>13th January 2027</td><td>£2,383.75</td></tr> <tr> <td>12th May 2027</td><td>£4,767.50</td></tr> </tbody> </table>	Date	Amount	7th October 2026	£2,383.75	13th January 2027	£2,383.75	12th May 2027	£4,767.50	
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12th May 2027	£4,767.50									

This agreement has been entered into on the date stated at the beginning of it.

Signed by

Date



Signed by Christine Wager, Consortium Director

(For and on behalf of Alpha Trust)

Date: 13th July 2026