

AGREEMENT BETWEEN FRANCHISE OWNER AND SUB-CONTRACTED TRAINER

This Agreement is made and entered into by and between the Franchise Owner ("Franchise Owner") and the Sub-Contracted Trainer ("Trainer"). The parties agree to the following terms and conditions:

1. AUTHORISATION AND LICENSING

- 1.1 The Franchise Owner is licensed and authorised to carry out activities under their Essential Canine Life Skills Contractual Agreement and is further licensed to conduct all Branded Business activities detailed in their contract.
- 1.2 Any Sub-Contracted or self-employed Trainers must be authorised and approved by a head office representative. All parties must complete and sign this Agreement before commencing work.

2. PAYMENT TERMS

- 2.1 The payment for the Trainer's work is separately agreed upon between the Franchise Owner and the Trainer.
- 2.2 Payments will be made directly between the Franchise Owner and the Trainer. Under no circumstances shall Essential Canine Life Skills Ltd be liable for any payments.

3. INSURANCE REQUIREMENTS

- 3.1 The Franchise Owner must hold relevant public liability insurance to cover the Trainer.

4. QUALIFICATIONS AND TRAINING

- 4.1 The Trainer agrees to hold or work towards obtaining an Essential Canine Life Skills Qualification.
- 4.2 The Trainer must pay particular attention to the health and safety section when operating on premises.
- 4.3 Full training will be provided either by head office or the Franchise Owner before the Trainer commences work.

5. PERFORMANCE AND PROFESSIONAL CONDUCT

- 5.1 Essential Canine Life Skills Ltd insists on a high level of customer service. As such, regular three-monthly progress meetings between the Franchise Owner and the Trainer will be conducted, with reports forwarded to head office.
- 5.2 The Trainer agrees to maintain regular Continuing Professional Development (CPD), with a minimum of one course per year. This can be discussed and agreed upon during progress meetings.
- 5.3 The Trainer will act as a representative of the brand and must conduct themselves professionally at all times.

5.4 All representatives of the brand must use their best endeavours to promote the brand and shall not engage in any behaviour that may bring the brand into disrepute.

6. COMMUNICATION AND SOCIAL MEDIA

6.1 Upon appointment, both parties must communicate regularly and effectively. No additional work shall be carried out by the Trainer without prior agreement with the Franchise Owner.

6.2 The Trainer shall not provide any information regarding the Branded Business to the media or social media without prior written consent from Essential Canine Life Skills Ltd.

6.3 During working hours, the Trainer shall wear branded clothing provided by the Franchise Owner and maintain a smart and appropriate appearance.

6.4 The Trainer shall not open any social media accounts or networking sites related to dog training or any other Branded Business without prior written consent from the Franchise Owner, who will liaise directly with head office for final approval.

6.5 Any communication between the Trainer and clients via WhatsApp or social media platforms must include copies to the Franchise Owner.

7. BUSINESS OPERATIONS AND INTELLECTUAL PROPERTY

7.1 The Branded Business is a licensed entity, and all Trainers, employees, and subcontractors agree to act responsibly.

7.2 All intellectual property belongs to Essential Canine Life Skills Ltd head office. Any infringement of data protection laws by a third party (including the self-employed Trainer) is strictly prohibited.

7.3 The Trainer agrees to comply with the manual they receive training on.

7.4 No Trainer shall bring an assistant unless prior consent is given by the Franchise Owner.

8. WORKING WITH CHILDREN

8.1 Any Trainer operating with children must carry a full Disclosure and Barring Service (DBS) check.

8.2 The Franchise Owner must retain a copy of the Trainer's DBS check for their records.

9. TERMINATION OF AGREEMENT

9.1 This Agreement may be terminated by either party within 15 working days or sooner if there is a breach of contract. Termination must be communicated in writing by both parties.

9.2 The Trainer agrees not to establish a related business within six months of terminating this Agreement.

9.3 Upon termination, the Trainer must return all outstanding items to the Franchise Owner in good condition. If any items are damaged, the Trainer will be liable for the costs.

9.4 Any paperwork, whether held manually or electronically, must be destroyed and not reproduced in any form to comply with Data Protection and GDPR regulations.

10. PAYMENT FOR PRODUCTS AND TERRITORY PURCHASE

10.1 The Franchise Owner and Trainer must agree in advance on payment methods for products sold in classes or workshops, ensuring appropriate money transfers.

10.2 If a Trainer expresses interest in purchasing an Essential Canine Life Skills Ltd franchise territory in another area, initial conversations must include the Franchise Owner.

10.3 If the Trainer intends to terminate this Agreement for franchise purchase purposes, three calendar months' notice must be provided.

This Agreement is entered into by the undersigned parties on the date below.

Signed:

Franchise Owner: _____ **Date:** _____

Trainer: _____ **Date:** _____

Head Office Representative (if applicable): _____ **Date:**
