

# Practical Training Contract

Between the practical training company

**Name:** .....

**Address:** .....

**Phone, E-Mail:** .....

and the student of

**Staatliche Berufsfachschule für Hotel- und Tourismusmanagement  
Pestalozzistr. 2, 95676 Wiesau, Tel. +49 9634 – 9203 0, www.HoT.bs-wiesau.de**

**Name and Surname:** .....

**Address:** .....

**Phone, E-Mail:** .....

## **§ 1 Duration of practical training**

1. The practical training lasts \_\_\_\_ weeks and is to be carried out from \_\_\_\_\_ to \_\_\_\_\_.
2. The working hours have to be \_\_\_\_\_ hours a week.
3. The trainee has to appear at \_\_\_\_\_ o`clock on the first day of work.
4. Working hours and breaks correspond to those of the company`s apprentices and are settled individually between the contracting parties. Apart from that employer and employees are obliged to provide for the welfare of their apprentices.
5. By signing the contract overtime which is usual in the industry is accepted to a small extent.

## **§ 2 Purpose of the practical training**

The trainee should gain an insight in all activities of the company. He/She should perform imposed work independently and conscientiously. The demands are the same as those on normal apprentices in the company.

## **§ 3 Practical training contents**

The practical training should be done in the following fields of work:

<i>Fields of work</i>	<i>Contents</i>
1.....	.....
2.....	.....

## **§ 4 Duties of the trainee**

1. The trainee is obliged to commit him-/herself to achieve the aims of the traineeship.
2. The trainee has to carry out the employer's or their representative's instructions.
3. The trainee is obliged to perform all job-related tasks he is entrusted with conscientiously.
4. The regulations regarding accident prevention are to be followed absolutely.
5. Equipment and materials of the company are to be handled carefully.
6. The interests of the company are to be protected and company procedure treated confidentially also after contract ending.
7. In case of absenteeism the practical training company is to be informed of the reason immediately and is to be presented with a medical certificate in case of an illness on the third day at the latest.

## **§ 5 Duties of the practical training company**

1. The practical training company should ensure that the traineeship is provided with the practical training contents described in §3 and the necessary skills and knowledge.
2. The free use of devices, tools and materials necessary for the education are to be allowed to the trainee.
3. Any activities which serve the educational purpose and are appropriate to his physique are to be transferred to the trainee.
4. The practical training company should name a responsible person who, together with the school and the student, provides a timetable and looks after him/her during the practical training professionally and organizationally.
5. The practical training company should allow the teacher who is in charge of the trainee to visit him/her on request.
6. The practical training company should immediately inform the school if the trainee doesn't take up the traineeship or of an early termination of the contract, as well as of accidents which are related to the practical training.

7. The practical training company issues a testimonial about the tasks performed and the achievement during the practical training one week after the practical training ends at the latest. In particular, the report should contain information about the application commitment, his/her ability to work in a team and his/her ability to work independently, the quality of the work done, his/ her creativity and intellectual grasp. A form for this testimonial is provided by the school.
8. Trainees under age don't have to undergo a medical examination according to § 33 JarbSchG (=law to protect the rights of young employees), because the practical training lasts less than two months and the tasks to be performed are not expected to cause any damages to the trainee's health.

**§ 6 Payment**

1. The practical training company grants the trainee a payment of \_\_\_\_\_ EUR per week.
2. Board and lodging **is provided / not provided** (delete as applicable) by the practical training company.
3. The trainee has to fulfil any financial obligations arising from the payment concerning e.g. taxes or student's allowance.

**§ 7 Vacations, Release**

1. During the period of contract no vacation is entitled to the pupil.
2. The practical training company can grant a short- term exemption for important personal reasons.

**§ 8 Evaluation of the practical training**

The trainee is entitled to evaluate the training period in form of a practical training report for educational purposes. On requirement the practical training company receives a copy of the report. Informations which are defeated by the cath of secrecy my not be used in the practical training report. Personal information is to be made anonymous basically. A publention of the practical training report is only possible with approval of the practical training company.

**§ 9 Termination of the practical training relations**

An untimely resolution of the practical training relation is possible with repeated, serious failure by the contracting partners in arrangement with the responsible teacher in writing.

**§ 10 Insurance**

1. The trainee is legally accident-insured according to § 2 paragraph. 1 No. 8b SGB VII during the practical training at the practical training company. Responsible insurance partner is the Liability Insurance Assosiation with which the education place is a member. In the insured event transmitts the practical training company a copy of the accident advertisement to the school.
2. Health insurance exists by the collateral insurance with the parents of if necessary by own health insurance. According to § 6 paragraph. 1 No. 3 SGB V the compulsory insurance is excluded as an employee.
3. The administrative district Tirschenreuth concludes as a responsible material expenses bearer fort he periode of teh specialized practical education an additional assurance which grants protection by damage of objects and equipment of the respective company; mutual claims fort he damages of the pupil are also enclosed. Decisively for this are the general liability insurance terms of the insurance chamber Bavaria.

**§ 11 Responsible Person/ Contact**

1. Responsible person of the company for the transactions of the practical training is:  
.....
2. Responsible person from school for the practical training care is:  
*André Putzlocher, Tel.:09634-92030, Tel. privat:09634-3636 / 0170-6222893, eMail:A.Putzlocher@gmx.de*

**§ 12 AOB (any other business)**

1. Additional arrangements require the written form and have to be signed by both contract partners and the school.
2. An employer-employee relationship will also not be explained through this contract.
3. This practical training contract does not give any reasons fort he education place to have no claim to allowance and cost, which accure at the fulfillment of the contract. This does not count as far as it concerns around cases of damage which fall into the liability of the trainee.
4. This contract is to signed in three issues. Every contracting party receives one copy. The third copy has to be kept by the school.

Signature of the practical training company

Stamp and signature of the school

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Signature of the trainee

.....  
Signature of the parents

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