

SHORT-FORM SERVICES CONTRACT

Contracted Training Services (Transitional Arrangement)

THIS AGREEMENT is made on the ____ day of _____ 20__

BETWEEN:

[Name of ETB], having its principal place of business at [Address]
(the “ETB”)

AND

[Contractor Name], having its registered address at [Address]
(the “Contractor”)

1. Background

1.1 The ETB requires the provision of certain Contracted Training Services as described in Schedule 1.

1.2 The Contractor has represented that it has the necessary skills, experience and resources to provide the Services.

1.3 This Agreement is entered into as part of transitional procurement arrangements pending the establishment of a new national framework.

2. Definitions

In this Agreement:

- “Services” means the training services described in Schedule 1.
- “Commencement Date” means the date of signature or such other date as agreed in writing.
- “Term” means the period set out in Clause 3.
- “Fees” means the amounts set out in Schedule 2.

3. Term

3.1 This Agreement shall commence on the Commencement Date.

3.2 The Agreement shall continue for a maximum period of six (6) months and shall automatically expire at the end of that period unless terminated earlier in accordance with this Agreement.

3.3 The Contracting Authority reserves the right at its sole discretion to extend the term for a period of six (6) months with one (1) such extension.

4. Services

4.1 The Contractor shall provide the Services in accordance with Schedule 1.

4.2 The Services shall be delivered:

- In accordance with applicable NFQ level requirements;
- In compliance with relevant awarding body standards (where applicable);
- In accordance with all applicable legislation;
- With reasonable skill, care and diligence.

4.3 The Contractor shall provide the named tutor(s) identified in its tender submission. Substitution of tutors shall require prior written approval of the ETB.

5. Fees and Payment

5.1 The ETB shall pay the Contractor the Fees set out in Schedule 2.

5.2 The Fees are fully inclusive and include all costs associated with delivery of the Services, including but not limited to:

- Tutor fees;
- Administration;
- Overheads;
- Insurance;
 - Public Liability: €6.5m
 - Employer's Liability: €13m
 - Professional Indemnity: €1m
- Travel and subsistence (if applicable);
- Certification and Quality Assurance costs;
- Consumables (unless otherwise specified in Schedule 2).

5.3 No additional charges shall be payable unless agreed in writing in advance by the ETB.

5.4 Payment shall be made in accordance with the agreed milestone schedule and subject to satisfactory performance.

6. Contractor Obligations

The Contractor shall:

6.1 Maintain appropriate qualifications and experience for all tutors engaged.

6.2 Maintain appropriate insurance cover, including public liability and professional indemnity.

6.3 Comply with safeguarding and vetting requirements.

6.4 Comply with data protection legislation.

6.5 Maintain appropriate health and safety standards.

6.6 Provide reasonable reports as required by the ETB.

7. Variation

7.1 No variation to this Agreement shall be valid unless agreed in writing and signed by both parties.

7.2 Any variation must remain within the original scope of the Services and shall comply with applicable procurement legislation.

8. Termination

8.1 Termination for Convenience

The ETB may terminate this Agreement at any time on not less than thirty (30) days' written notice.

8.2 Termination Due to National Framework

The ETB may terminate this Agreement upon written notice if a new national framework for contracted training services becomes operational and the ETB determines that continuation of this Agreement is no longer required.

8.3 Termination for Breach

Either party may terminate this Agreement immediately where the other party commits a material breach and fails to remedy such breach within fourteen (14) days of written notice.

8.4 Consequences of Termination

Upon termination:

- The Contractor shall be paid for Services properly delivered up to the termination date;
- No compensation shall be payable for loss of future business;
- The Contractor shall cooperate in orderly wind-down arrangements.

9. Confidentiality

Each party shall keep confidential all information received from the other party which is designated confidential or which reasonably ought to be treated as confidential.

10. Data Protection

The Contractor shall comply with all applicable data protection legislation and shall process personal data only in accordance with ETB instructions.

11. Intellectual Property

Unless otherwise agreed in writing, intellectual property arising from the Services shall vest in the ETB upon payment of the Fees.

12. Indemnity and Liability

12.1 The Contractor shall indemnify the ETB against losses arising from negligence, breach of contract or breach of statutory duty.

12.2 The Contractor's liability shall not exclude liability for fraud, personal injury or death.

13. Assignment and Subcontracting

The Contractor shall not assign or subcontract this Agreement without prior written consent of the ETB.

14. Governing Law

This Agreement shall be governed by the laws of Ireland and subject to the exclusive jurisdiction of the Irish courts.

Schedule 1 – Description of Services

Forklift Truck Training for Beginners

Course Details Overview

Start Dates (Provisional)	21/09/2026
Iterations	1
PLSS reference Numbers	526081
Reference No.	LC2EH08675
Title	Forklift Truck Training for Beginners
Duration	2 Weeks
Venue	Ennis, Co. Clare
Recruitment	The recruitment process for this course will be carried out by the Recruitment Office in Shannon. The provider or sub-contractor may be required to answer any queries that arise.
Quality Assurance	The process of results approval will come under the quality system of Shannon Training Centre. Therefore, the provider will

	return a RCCRS generated F-12 to the Training Standards Office, which will be presented at Results Approval.
Certification	RTITB
Course Title	
Forklift Truck training for Beginners	

Approved course description for publication
Forklift Truck training for Beginners The aim of the course is to provide the participants with the skills, knowledge and competencies to operate a Counterbalance and Reach Forklift Truck, safely and efficiently in accordance with the Manufacturers Guidelines and the Code of Practice for Forklift Truck Operators, as laid down in the 2005 Health Safety and Welfare at Work Act and to the standard required to achieve RTITB certification.

Course Administration
The provider will be required to carry out the following course administration functions: 1. Time Keeping and Attendance reports for daily attendance and timekeeping. Contact the LCETB Contracted Training Officer (CTO), if a learner is missing. Follow up to determine if learner has dropped out of course and terminate if required. 2. Disciplinary Process. Report any issues to LCETB CTO. LCETB CTO to follow up in conjunction with provider. Joint decision process will be followed. 3. Invoicing, every four weeks. No invoicing in advance. The first two weeks of the course may be invoiced, then every four weeks thereafter. 4. To deliver and maintain assessment records, submit results on RCCRS generated F-12 along with copies of certification to Shannon Training Standards Office 5. Complete and return weekly training report and final training report. 6. Learner Feedback. Conduct and facilitate mid-course and end of course feedback. 7. End of course returns must be submitted one month after delivery is completed. These will include contractors report, Attendance logs, details of training materials and a learner outcomes report 8. TACS, where applicable, the provider will ensure timekeeping and attendance is recorded on TACs

Course Capacity (number of learners per course instance)			
Max	6	Min	5

Teacher/Tutor/Instructor Profile	
Required Qualification(s)	Required Experience
A tutor pack must be submitted to LCETB for all tutors on this programme, inclusive	

of a copy of their CV, outlining their qualifications and demonstrating their required experience in the delivery of the programme. Any change in tutor must be notified to LCETB and the new tutor pack submitted prior to the change.	A minimum of 2 years recent full-time instructional experience in the subject matter area.
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Training Equipment Required

- Delivery:** Due to the specific nature of the course, the course may be delivered by the provider or by sub-contract. If provision is by a sub-contract, the provider must supply details of the sub-contractor in the submission and must demonstrate that the sub-contractor has a minimum of 2 years' experience in delivering this course.
- Tutor:** The tutor must be able to demonstrate competency to deliver this course to the required standard. The tutor must hold certification to the standard identified in the modules below. The tutor(s) must be RTITB approved / licenced tutors. The tutor will be required to liaise with and schedule the awarding body to attend for the assessment events, including referrals. The tutor will ensure adherence to all mandatory health and safety requirements as required by legislation and by Shannon Training Centre. The tutor must ensure compliance with all LCETB policies & procedures.

Training Facilities Required

The course will be delivered in a location that meets the RTITB standard. It is the responsibility of the provider to ensure that the premises and the equipment are to the required RTITB standard.

Invoicing

- Invoicing:** All invoicing must be for services supplied. LCETB cannot pay in advance. All payments are on a reimbursement basis only. The overall cost of the course will be divided by the number of months delivery and the cost of delivery for the month will be invoiced at the end of each month.
- Receipted Expenses:** Additional, unforeseen costs may be accommodated under receipted expenses but must be preapproved by LCETB CTO. Procurement for expenses must adhere to LCETB procurement policy. **When quoting please add an additional 10% under "Other Costs" as a contingency fund for unforeseen costs.**
- Sundries:** Include €1000 for sundry items to be drawn down as needed with prior approval from CTO.

Insurance

- Insurance:** Copy of valid insurance details must be submitted prior to contract being issued. The provider's insurance policy must comply with the following:
- Employers Liability: Min. Limit of indemnity of €13 million
 - Public Liability: Min. Limit of indemnity of 6.5 million
 - Professional Liability: Min. Limit of indemnity of €1.0 million

Tax Clearance

Tax Clearance Certificate: Proof of Tax clearance must be submitted prior to contract being issued.

Data Protection

Data Protection: Provider shall comply with all applicable requirements of the Data Protection Laws. The LCETB CTO must be notified of any suspected breaches of data protection.

Quote (Per Course Instance)

Quote: Please supply quote for the delivery and assessment of the content listed below, per course.

Quote to include all costs based on delivery and assessment of a maximum of 6 learners.

The course will run with a minimum of 5 learners.

Please provide breakdown of costings for the course, to include where applicable:

- Tutor Costs
- Recruitment Costs
- Rent of Equipment / Forklifts, pallets, racking etc
- Rent of Premises
- Consumables, including required PPE
- Include €1000 for sundries
- Cost of delivery of individual modules listed below
- 10% contingency fund under "Other Costs" (which may or may not be required)
- Management and Administration costs and number of days involved.
- Cost of Sub-Contract
- Breakdown on costs of sub-contract

Course Modules:**Course Modules:**

Induction
Counterbalance Forklift Truck for Beginners
Reach Forklift Truck for Beginners
Power Pallet Truck

Schedule 2 – Fees and Payment Schedule

- Total Contract Price:
- Cost Per Learner (if applicable):
- Milestone Payment Structure:
- Consumables (if separately treated):

Appendix 1 - PRICING SCHEDULE TEMPLATE

Sample Pricing Schedule:

Forklift Truck Training for Beginners					
	Description	Daily Cost (excl. of VAT)	VAT (where applicable)	No of Days (where applicable)	(excl. VAT where applicable)
1	Recruitment Costs				€ -
2	Tutor Costs				€ -
3	Rent of equipment, forklifts, pallets, racking etc.				€ -
4	Rent of premises				€ -
5	Cost of delivery of modules used				€ -
6	Cost of sub contract, if applicable, include breakdown of subcontract costs				€ -
7	Cost for consumables, PPE etc				€ -
8	Include £1000 for Sundries				€ -
9	Management and Administration costs and number of days involved.				
10	10% Contingency Fund				€ -
					€ -

Total Cost Per each Course

£ -

Total Cost for 6 iterations

£ -

Overall Cost

£ -

Declaration

We confirm that:

- The price submitted is fully inclusive of all costs required to deliver the programme as specified.
- No additional charges will be applied unless expressly agreed in writing.
- Pricing remains valid for the duration of the contract (maximum six months).

Signature:

Date: