



**berufsschule**  
bad wörishofen

Außenstelle der Staatlichen  
Berufsschule Mindelheim

**Berufsfachschule**  
für Assistenten für Hotel- und  
Tourismusmanagement  
**Außenstellenleiterin**  
Ute Mangrich, StDin

Stand: 09/2023

## Practical Training Contract

Between the practical training company:

name:

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street:

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adress:

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phone/e-mail

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and the student of

**Staatlichen Berufsfachschule für Assistenten für Hotel- und Tourismusmanagement**  
**Oststraße 38, 86825 Bad Wörishofen, Telefon 08247 9671-0**  
**E-Mail: [verwaltung@bsbadw.de](mailto:verwaltung@bsbadw.de), Internet: [www.bsmn.de](http://www.bsmn.de)**

name:

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street:

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adress

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phone/e-mail

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is the following contract made:

### **Note:**

**The internship is compulsory for all students. Without having it fully completed, the educational objective will not be achieved.**

Postanschrift:  
Staatliche Berufsschule Mindelheim  
Außenstelle Bad Wörishofen  
Postfach 1745  
86820 Bad Wörishofen

Hausanschrift:  
Staatliche Berufsschule Mindelheim  
Außenstelle Bad Wörishofen  
Oststraße 38  
86825 Bad Wörishofen

Telefon: 08247 9671-0

E-Mail: [verwaltung@bsbadw.de](mailto:verwaltung@bsbadw.de)  
Web: [www.bsmn.de](http://www.bsmn.de)

### **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) Aim of the practical training**

The trainee should gain an insight in all activities of the company. He/She should perform all assigned work independently and conscientiously. The same performance demands should be placed on the trainees that are normally expected of an apprentice within 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.	
3.	

### **4) Trainee duties**

- The trainee is obligated to commit him-/herself to achieve the aims of the traineeship.
- The trainee must carry out the employer's or their designated representative's instructions.
- The trainee is obligated to perform all job-related tasks he is entrusted with conscientiously.
- Company regulation pertaining to achieve accident prevention is to be strictly adhered to.
- Equipment and materials of the company are to be handled carefully.
- The interests of the company are to be protected and its procedures treated confidentially, even after the contract's expiration date has passed.
- In case of absenteeism the practical training company is to be informed of the reason immediately. If due to illness, the trainee will present a medical certificate on the third day of absence at the latest.

### **5) Practical training company duties**

- The practical training company should ensure that the trainee is provided with the practical training contents described in §3 and the necessary skills and knowledge.
- The use of devices, tools and materials necessary for the education of the trainee are to be provided without charge.



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- The practical training company should ensure that the trainee is provided with the practical training contents described in §3 and the necessary skills and knowledge.
- The use of devices, tools and materials necessary for the education of the trainee are to be provided without charge
- Activities which serve an educational purpose and are appropriate to his/her physique are to be transferred to the trainee. The practical training company should appoint a responsible person who, together with the school and the student, provides a working timetable and looks after the trainee during the practical training both professionally and organizationally. Visiting school teachers should be allowed visits on request.
- The practical training company should immediately inform the school if the trainee doesn't start the program or of an early termination of contract, as well as accidents that are related to the practical training.
- 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 trainee's 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.
- Trainees under age don't have to undergo a medical examination according to § 33 ArbSchG (=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.
- The internship company is responsible for compliance with occupational health and safety during the internship period.

## **6) Payment**

Board and lodging is provided / is not provided (delete as applicable) by the practical training company.

A payment is not provided, it can be freely agreed with the trainee. The trainee has to fulfil any financial obligations arising from the payment concerning e.g. taxes or student's allowance.

The obligations resulting of the pay concerning taxes, the offsetting against the apprenticeship grant and such, are at the expense of the interns respectively their legal guardians.

## **7) Vacation, Release**

During the traineeship, no vacation is entitled to the trainee.

The practical training company can grant a short- term release for important personal reasons.

## **8) Evaluation of the practical training**

The trainee is allowed to evaluate the practical training in form of a practical training report for educational purposes. The practical training company receives a copy of the report on request. Information which is bound to discretion must not be mentioned in the practical training report. Personal information must be made anonymous. A publication of the practical training report is only possible with the practical training company's approval.

## **9) Termination of the practical training**

An early termination of the practical training contract in writing is possible due to repeated serious inappropriate behaviour of the parties to the contract. The responsible teacher should be consulted first.

## **10) Insurance**

During the practical training the trainee is insured against accidents according to § 2 section 1 No. 8b SGB VII. Insurer is the training company's professional association. In cases of accidents the training company sends a copy of the accident report to the school.

Health insurance is provided by the trainee's parents' insurers or by the trainee's own insurer. According to § 6 section 1 No. 3 SGB V there is no compulsory insurance.

The district Unterallgäu – as the responsible expenditure carrier - concludes an additional insurance contract for the period of the practical training and bears the costs if any objects or equipment in the practical training company are damaged by the trainee. Any mutual entitlement to compensation of students is included. The general liability insurance conditions of Versicherungskammer Bayern (Chamber of Insurance in Bavaria) are relevant for this.

## **11) Responsible Person/ Contact**

**Responsible person in the company for the practical training is:**

name:

phone/e-mail

**Responsible person in school for the practical training is:**

**Frau StDin Dr. Susanne Burchard (susanne.burchard@bsbadw.de)**

**Frau StDin Andrea Mühlisch (andrea.muehlisch@bsbadw.de)**

**Telefon: 08247 9671 0**

## **12) AOB (any other business)**

Additional arrangements have to be made in writing and have to be signed by both parties and the school.

An employer-employee relationship will not be established through this contract.

This practical training contract does not make a claim for reimbursement of costs which arise from the performance of the contract. This does not apply to events of a claim which fall under the trainee's liability.

This contract is signed in three copies. Every party receives one copy. The third copy (yellow copy) has to be kept by the school.

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date, Practical training company's signature

School's stamp and signature

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date, Trainee's signature

Parents' signature