*\*\*BLUE TEXT SHOULD BE REMOVED BEFORE ISSUE\*\**

***Apprenticeship Agreement***

*Employers are allowed to employ apprentices on contracts of employment, rather than on contracts of apprenticeship, subject to complying with a number of specified conditions. Our apprenticeship agreement complies with those conditions.*

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This Apprenticeship Agreement dated . . . . . . . . . . . . . . *(insert date)* meets the requirements of Section 1 of the Employment Rights Act 1996 and Section 32 of the Apprenticeships, Skills, Children and Learning Act 2009 and it supersedes any earlier written or oral agreement or arrangement between you and . . . . . . . . . . . (insert name of employer) (“the Company”) whose registered office is at . . . . . . . . . . . . . . . . . . *(insert address of registered office).*

This Apprenticeship Agreement is entered into in connection with a qualifying Apprenticeship Framework: . . . . . . . . . . . . . *(insert details of qualifying Apprenticeship Framework)*.

Apprentice:

. . . . . . . . . . . . . . . . . . . *(insert name of apprentice) of . . . . . . . . . . . . . . . . . . (insert address of apprentice)*.

This Apprenticeship Agreement sets out the terms on which you will be employed as an apprentice by the Company and it constitutes the terms of your contract of employment as at . . . . . . . . . . . . . . . . . . *(insert date)*. [It should be read in conjunction with the Company’s Staff Handbook which, where indicated in the Handbook, forms part of your contract of employment. A copy of the Staff Handbook is available from . . . . . . . . . . . . . . . . . . *(insert source)*.In the event of any discrepancy between this Apprenticeship Agreement and the Staff Handbook, the terms set out in this Apprenticeship Agreement shall prevail.]

Commencement of apprenticeship and employment:

Your [Intermediate Level] [Advanced Level] [Higher] Apprenticeship [commences/commenced] on . . . . . . . . . . . . . . . . . . . *(insert date)*.

Your employment [and your period of continuous employment] with the Company [commences/commenced] on . . . . . . . . . . . . . . . . . . . *(insert date).*

[No previous employment with either the Company or a previous employer counts toward your period of continuous employment with the Company.]

OR

[Your employment with . . . . . . . . . . . . . . . . . . . *(insert name of previous employer)* counts towards your period of continuous employment which commenced on . . . . . . . . . . . . . . . . . . . *(insert date).*]

Job title:

The Company will employ you as an apprentice . . . . . . . . . . . . . . . . . . . *(insert job title - this must include a statement of the skill, trade or occupation for which the apprentice is being trained under the Apprenticeship Framework)* and under the terms of this Apprenticeship Agreement you undertake to work for the Company as an apprentice in this job role. In your role as an apprentice, you will carry out a . . . . . . . . . . . . . . . . . . . *(insert* *number)* [year/month] agreed [Intermediate Level/Advanced Level/Higher] Apprenticeship, with training as set out in your Training Plan which is attached as an appendix to this Apprenticeship Agreement. You agree to be trained on the job by the Company in order to complete your Apprenticeship and to carry out your duties in a faithful, honest and diligent manner and to follow reasonable instructions.

Your supervised job duties will include: . . . . . . . . . . . . . . . . . . . *(insert detailed list of apprenticeship duties)*. However, the Company may at its discretion amend your duties from time to time, and, in addition to your normal duties, you may from time to time be required to undertake additional or other duties within your capabilities as necessary to meet the needs of the business and/or the needs of your Apprenticeship.

Place of work:

Your normal place of work is at . . . . . . . . . . . . . . . . . . *(insert address)* [although from time to time and at its absolute discretion the Company may require you on reasonable prior written notice to work at any other establishment or place of business of the Company (or of its associated companies), whether current or future, within [the United Kingdom/a radius of . . . . . . . . . . . . . . . . . . . *(insert number)* miles from your normal place of work] on a temporary or permanent basis according to the needs of the Company’s business]. [You may be required at the absolute discretion of the Company to undertake travel within the United Kingdom [and internationally] from time to time for the proper performance of your duties.]

In addition, where necessary to prepare you for achieving a Level . . . . . . . . . . . . . . . . . . . *(insert* *number)* Competence Qualification in your Apprenticeship, you are also required to attend the . . . . . . . . . . . . . . . . . . . *(insert name)* College (“the Training Provider”) for approved training on a day release basis.

Probationary period:

The first . . . . . . . . . . . . . . . . . . . *(insert number)* months of your employment will be a probationary period, during which time your performance and conduct will be monitored in order to enable the Company to assess your suitability for the Apprenticeship. The Company may, at its discretion, extend this period if it deems necessary but in total the probationary period will not exceed . . . . . . . . . . . . . . . . . . . *(insert number)* months, and this is without prejudice to the Company’s right to terminate your employment before or on the expiry of your original probationary period.

[. . . . . . . . . . . . . . . . . . . *(insert details of any other conditions relating to the probationary period).*]

Pay:

Your pay is £ . . . . . . . . . . *(insert figure)* per [hour/day/week/annum][which shall accrue from day to day at a rate of [1/260th/. . . . . . . . . . . . . . . . . . . *(insert other applicable fraction)*] (or pro rata equivalent if you are part time) of your annual salary](and which includes payment during any approved training courses with the Training Provider, including approved tests and examinations) subject to deductions for tax and NI. You will be paid . . . . . . . . . . . . . . . . . . . (insert frequency, e.g. monthly, weekly, etc.) in arrears [in equal monthly instalments] on or before the last working day of each [week/month] by direct transfer into your nominated bank or building society account*.*

If you fail to attend a scheduled approved training course with the Training Provider without authorisation, you must notify the Company immediately and the Company will not pay you for the hours of your non-attendance.

Entirely at the Company’s discretion, your pay will be reviewed annually in . . . . . . . . . . . . . . . . . *(insert month)*. The Company is under no obligation to award an increase following a pay review. Any increase awarded in one year will not create any right or entitlement or set any precedent in relation to subsequent years. There will be no review of your pay after notice has been given by either party to terminate your employment.

Hours of work:

Your normal hours of work are . . . . . . . . . . . . . . . . . . . *(insert number)* per week from . . . . . . . . . . . . . . . . . . . *(insert time)* to . . . . . . . . . . . . . . . . . . . *(insert time)* on . . . . . . . . . . . . . . . . . . . *(insert day)* to . . . . . . . . . . . . . . . . . . . *(insert day)* with a . . . . . . . . . . . . . . . . . . . *(insert duration)* unpaid break each day for lunch. *(Insert details of any other breaks).* [These normal working hours and days are not generally variable].

You will also be required to attend the Training Provider on a day release basis during your normal hours of work as and when required in order to prepare you for achieving a Level . . . . . . . . . . . . . . . . . . . *(insert* *number)* Competence Qualification in your Apprenticeship. Attendance at the Training Provider will be as arranged and agreed between the Company, the Training Provider and you, and may include attending approved training courses, off-the-job training, approved tests and examinations. Outside your Training Provider attendance dates, you are required to spend all of your normal hours of work at work.

Holidays:

Your annual holiday entitlement is . . . . . . . . . . . . . . . . . . *. (insert number of days)* [inclusive of . . . . . . . . . . . . . . . . . . *. (insert number)* bank and public holidays] and the Company’s holiday year runs from . . . . . . . . . . . *(insert date)* to . . . . . . . . . . . *(insert date)*.

[In addition, you will be entitled to paid annual leave on . . . . . . . . . . . . . . . . . . *. (insert number)* bank and public holidays.]

[As you work part-time, your entitlement to paid annual leave on bank and public holidays is calculated on a pro rata basis according to the days/hours you work. If, due to the particular days of the week that you work, you take more bank and public holidays than your pro rata entitlement, any additional days or part-days taken will be deducted from your annual holiday entitlement. Conversely, if due to the particular days of the week that you work, you take fewer bank and public holidays than your pro rata entitlement, any additional days or part-days will be added to your annual holiday entitlement. This ensures you receive the same number of paid annual leave days overall as full-time employees, calculated on a pro rata basis.]

[However, you may be required to work on bank or public holidays. It is a condition of your employment that you agree to do so when asked by the Company. In this case, the Company will grant you a day off in lieu for each full bank or public holiday worked.]

Your annual holiday entitlement includes your statutory basic and additional holiday under the Working Time Regulations 1998. Your statutory basic holiday is taken first, then statutory additional holiday [and then any additional contractual holiday].

In your first and last year of employment, your holiday entitlement will be that proportion of your annual holiday entitlement equivalent to the proportion of the holiday year in question during which you have been employed [rounded up to the nearest half day].

You must use all of your holiday entitlement in the holiday year in which it accrues. Unless required by law or unless approved in writing in advance by your training supervisor, you cannot carry over your holiday entitlement to the following holiday year. Unless the law requires otherwise, holiday entitlement not used by the correct date will be lost. You will not be paid in lieu of unused holiday entitlement except on the termination of your employment.

On the termination of your employment, you will be paid in lieu for any accrued holiday not taken in the holiday year in which your employment terminates. [This payment will be calculated by reference to [1/260th/. . . . . . . . . . . . . . . . . . . *(insert other applicable fraction)*] (or pro rata equivalent if you are part time) of your salary for each untaken day’s holiday.] Unless required by law, you have no right to be paid for holiday accrued but not taken in previous holiday years.

If, on the termination of your employment, you have taken more holiday than you have accrued in that holiday year, you will be required to reimburse the Company in respect of such unearned holiday and the Company shall be entitled as a result of your agreement to the terms of this Apprenticeship Agreement to deduct the value of the unearned holiday from any final payment of salary made to you. [This payment will be calculated by reference to [1/260th/. . . . . . . . . . . . . . . . . . . *(insert other applicable fraction)*] (or pro rata equivalent if you are part time) of your salary for each unearned day’s holiday.]

Additional holiday rules, including those relating to the requesting and taking of annual leave, are set out in the Staff Handbook. The Company may require you to take (or not to take) holiday on particular dates, including during your notice period.

Sick pay and reporting sickness absence:

If you are absent from work because of sickness or injury, you must inform your training supervisor by telephone of the reason for your absence as soon as possible and by no later than . . . . . . . . . . . . . . . . . . . *(insert time, e.g. 10am)* on the first day of absence and on each subsequent working day that the absence occurs. You should also tell your training supervisor how long you expect your absence to last.

In respect of absence lasting seven or fewer consecutive days, you must complete and sign the Company’s self-certification form immediately on your return to work after such absence and this must be returned to your training supervisor. In respect of absence lasting more than seven consecutive days, you must on the eighth day of absence (in addition to the provision of a self-certification form) provide the Company with a statement of fitness for work (or ‘fit note’) from your GP or other treating doctor stating the reason for your absence. You must provide a statement of fitness for work each week to cover any further period of sickness absence. You must also keep your training supervisor informed on a regular basis of your progress and the date of your expected return to work. The Company reserves the right to ask you to produce a statement of fitness for work at any stage of absence.

[If you are absent from work because of sickness or injury you will be entitled to Statutory Sick Pay in accordance with the appropriate legislation in force at the time, provided you meet the qualifying conditions. Your qualifying days for SSP purposes are . . . . . . . . . . . . . . . . . . *. (insert day)* to . . . . . . . . . . . . . . . . . . . *(insert day).* Any payment made over and above SSP will be made at the absolute discretion of the Company.]

OR

[. . . . . . . . . . . . . . . . . . *. (insert details of contractual sick pay scheme)*. Any such sick pay will be deemed to include your entitlement to SSP.]

Entitlement to SSP or any other sick pay payment is subject to proper notification of sickness absence and production of statements of fitness for work as required above.

Further details about sick pay, and the requirements for reporting sickness absence, are set out in the Staff Handbook.

Other paid leave:

You are eligible for other paid leave in accordance with statutory requirements, which may include maternity leave, adoption leave, paternity leave, shared parental leave and parental bereavement leave, subject to your complying with the relevant statutory and other conditions and requirements in order to be entitled to the leave and pay. The provisions on maternity leave, adoption leave, paternity leave, shared parental leave and parental bereavement leave that apply to your employment are set out in the Staff Handbook.

[You may also be eligible for discretionary paid [compassionate/bereavement] leave, again subject to your complying with the relevant conditions and requirements in order to be entitled to the leave and pay. Further details are set out in the Staff Handbook.]

[The provisions on any other entitlements to paid leave that apply to your employment are set out in the Leaves of Absence section of the Staff Handbook.]

Pension:

The Company [operates an occupational [final salary/money purchase] pension [and life assurance] scheme] [operates a group personal pension plan] [uses the National Employment Savings Trust (NEST) for pension provision] applicable to your employment and, in compliance with our pension obligations under Part 1 of the Pensions Act 2008, if you are eligible you will be automatically enrolled as a member of this scheme (or such other registered pension scheme as may be established by the Company to replace the scheme) from the start of your employment.

Unless you choose to opt out of automatic enrolment, you will be required to make pension contributions to the scheme [at the level set out under Part 1 of the Pensions Act 2008 from time to time] OR [at . . . . . . . . . . . . . . . . . . .% *(insert figure)* of your salary each year (divided into and payable in equal [weekly/monthly] instalments)] and you agree to the Company deducting such contributions from your salary each [week/month].

Unless you choose to opt out of automatic enrolment, the Company will make pension contributions to the scheme [at the level set out under Part 1 of the Pensions Act 2008 from time to time] OR [at . . . . . . . . . . . . . . . . . . .% *(insert figure)* of your salary each year (divided into and payable in equal [weekly/monthly] instalments)].

You will be subject to the rules of the scheme as are in force and as may be amended from time to time.

If you are not eligible to be enrolled automatically, the Company will comply with any duties we may have in respect of you under Part 1 of the Pensions Act 2008.

Additional information on pension provision is set out in the Staff Handbook. Further details about the scheme will also be provided to you when you join it.

Other benefits:

[You are also eligible for certain other benefits, subject to your complying with any qualifying conditions and other requirements. These are as follows: . . . . . . . . . . . . . . . . . . . *(provide sufficient information to enable the apprentice to understand what exactly they are entitled to, how they exercise those entitlements and any circumstances that may affect entitlements. Other benefits may include such contractual or non-contractual benefits as a bonus scheme, commission, private medical insurance, life assurance, permanent health insurance, company car, car allowance, luncheon vouchers, a staff discount scheme, etc. You may also need to refer to other accessible documents (such as policy documents) to supplement the benefit information given in the written statement, although do be aware that the legislation doesn’t actually contain any option for references to other documents in relation to benefits and therefore the information provided in the written statement must be as detailed as possible. You should also take care to ensure that you don’t inadvertently make unintended contractual promises around non-contractual or discretionary benefits).*

OR

[You are not entitled to any benefits other than those set out in this Apprenticeship Agreement.]

Training:

Your training entitlement relating to your Apprenticeship is set out in your Training Plan which is attached as an appendix to this Apprenticeship Agreement. You are required to complete all training which is a necessary and/or integral part of your Apprenticeship, including approved training courses with the Training Provider. You will not be required to complete any of this training at your own expense.

[The Company may also provide you with any other necessary in-house training, for example, induction training when you start work for the Company and training on health and safety, equal opportunities, dignity at work and data protection. Where other such in-house training is provided to you, it is compulsory, and you will be required to complete it. The Company will also bear the cost of it. You will not be required to complete any such compulsory in-house training at your own expense.]

Notice:

Your Apprenticeship is envisaged to be for a fixed period of . . . . . . . . . . . . . . . . . . *. (insert number)* [years/months], unless terminated early by you or the Company, or unless otherwise agreed between the parties (the Company, the Training Provider and you) because you have satisfactorily completed your Apprenticeship, and attained the standard necessary for qualification, early.

The Company cannot guarantee you a permanent employment position after the end of your Apprenticeship and the Company reserves the right to terminate your employment upon the successful completion of your Apprenticeship. Your employment with the Company is therefore likely to end when your Apprenticeship ends.

At the end of the fixed period of . . . . . . . . . . . . . . . . . . *. (insert number)* [years/months], if you have not attained the standard necessary for qualification and completion of your Apprenticeship and the Company does not believe that you are going to meet that requisite standard within a reasonable period of time, your fixed period of employment will not be extended and the Company reserves the right to terminate your employment in accordance with the notice period set out below.

Regardless of the fact that your Apprenticeship is for a fixed term, your employment may still be terminated earlier at any time by the Company giving you or by you giving the Company the notice period set out below. Alternatively, your employment may be summarily terminated where you are found guilty of gross misconduct or gross negligence.

During the first month of your employment, either the Company or you may give one day’s written notice to terminate your employment.

During the remainder of your probationary period (and during any extended probationary period) you are required to give the Company and, save in cases of summary dismissal, entitled to receive from the Company [one week’s] written notice to terminate your employment.

On successful completion of your probationary period (and any extended probationary period) you are required to give the Company and, save in cases of summary dismissal, entitled to receive from the Company . . . . . . . . . . . . . . . . . . *(insert number)* [weeks’/months’] written notice to terminate your employment.

The contractual notice period set out above is subject to statutory minimum notice requirements which state that you are entitled to receive one week’s notice from the Company for every complete year of continuous service, up to a maximum of twelve weeks’ notice after twelve years or more.

[If you leave without giving the proper period of notice or you leave during your notice period without permission, the Company shall be entitled, as a result of your agreement to the terms of this Apprenticeship Agreement, to deduct a day’s pay for each day not worked by you during the notice period, provided always that the Company will not deduct a sum in excess of the actual loss suffered by it as a result of your leaving without notice. This deduction may be made from any final payment of salary or other payments or expenses which the Company may be due to make to you. The amount to be deducted is a genuine attempt by the Company to assess its loss as a result of your leaving without giving due notice. It is not intended to act as a penalty upon termination of your employment.]

Review of performance:

You will be subject to ongoing monitoring and assessment of your training and performance in the workplace. Together with information provided by the Training Provider, this will inform the Company as to your progress and development in your Apprenticeship. You should be aware that the Training Provider also plays a major role in monitoring your training and performance. The Company will provide you with the means for you to maintain a record of your training under the Training Plan.

Disciplinary rules and procedure:

The disciplinary rules and procedure applicable to you are set out in the Disciplinary Procedure section of the Staff Handbook. You are strongly advised to read it. The Disciplinary Procedure is not contractual.

Appeal procedure:

If you are dissatisfied with any disciplinary decision taken in respect of you, including a decision to dismiss you, you may appeal in writing to . . . . . . . . . . . . . . . . . . . *(insert details).* Further details of the appeal procedure are set out in the Disciplinary Procedure section of the Staff Handbook.

Grievance procedure:

If you have a grievance relating to your employment and have not been able to resolve it informally, you may raise a formal grievance in writing with your training supervisor. The grievance procedure applicable to you is set out in the Grievance Procedure section of the Staff Handbook. The Grievance Procedure is not contractual.

Collective agreements:

[There are no collective agreements which directly affect the terms and conditions of your employment.]

OR

[The collective agreements which directly affect the terms and conditions of your employment are . . . . . . . . . . . *(insert details).*]

Work outside the UK:

You will not be required to work outside the UK for a period exceeding one month during your employment.

***Warranty:***

You warrant that you have the right to work in the UK and further agree to immediately notify the Company should there be any change in your circumstances which may affect your right to work in the UK. The Company reserves the right to terminate your employment (with or without notice, as appropriate) should your right to work in the UK be withdrawn. Any misrepresentation of your employment status is a serious disciplinary offence which may result in your summary dismissal.

Governing law:

This Apprenticeship Agreement is governed by, and shall be construed in accordance with, the law of England and Wales.

Acknowledgement:

I acknowledge receipt of this Apprenticeship Agreement and I confirm that I have read and understood this Apprenticeship Agreement and the Staff Handbook which set out the principal rules, policies and procedures relating to my employment.

I confirm my agreement to the terms of my contract of employment contained in or referred to in this Apprenticeship Agreement.

Signed: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Print name: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Dated: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Appendix - training plan

Training supervisor:

The Company has appointed . . . . . . . . . . . . . . . . . . *(insert name)* as your training supervisor and they will be responsible for the Company’s obligations under this Training Plan. They will also be your first point of contact for guidance on your Apprenticeship and on this Training Plan on a day-to-day basis. Your training supervisor may delegate their responsibilities to others but, where this is done, you will be given the name of the persons or persons so appointed.

Training Plan:

The Company undertakes to provide you with the following . . . . . . . . . . . . . . . . . . *(insert number)* year Training Plan in order to enable you to achieve an [Intermediate Level/Advanced Level/Higher] Apprenticeship: . . . . . . . . . . . . . . . . . . *(insert details of on-the-job Training Plan, including the specific areas of work in which training will be given and what level of skill or competency that training will achieve.)*

The Company will ensure you receive adequate work-based training to recognised standards in order to complete your Apprenticeship and obtain a Level . . . . . . . . . . . . . . . . . . *(insert number)* Competence Qualification. You will be taught or instructed in the trade or occupation of . . . . . . . . . . . . . . . . . . (*insert trade or occupation)* and the Company will ensure that you are given sufficient practical training and appropriate work experience in order to enable you to acquire the necessary skills, knowledge and expertise to practise this trade or profession.

Training courses:

This Training Plan shall exist and work in conjunction with any training course contract that you, the Company and the Training Provider are required to enter into to formally register and commence your [Intermediate Level/Advanced Level/Higher] Apprenticeship to a Level . . . . . . . . . . . . . . . . . . *(insert number)* Competence Qualification.

The Company works alongside the Training Provider to deliver approved training to you and you will be required to abide by the terms and conditions laid down by the Training Provider in order to achieve the Level . . . . . . . . . . . . . . . . . . *(insert number)* Competence Qualification. Failure to meet those terms and/or College attendance requirements will result in this Apprenticeship Agreement being terminated early by the Company. This will include a situation where the Training Provider refuses to deliver any further approved training to you because of your own conduct (whether in failing to meet College attendance requirements, failing to complete required course work, failing to pass required examinations or otherwise) and therefore terminates your course attendance arrangement.

Attendance at the Training Provider will be as arranged and agreed between the Company, the Training Provider and you. You are required to attend all agreed and scheduled training courses, off-the-job training, tests and examinations provided by the Training Provider and you shall, at the request of the Company or the Training Provider, produce for inspection all such certificates, reports and records of attendance, course work and examination results as are issued in respect of your attendance. You also hereby authorise the Company to apply to the Training Provider or other proper authority for copies of all or any of those matters and any other information it may reasonably require in respect of them.

You agree to apply yourself diligently to the acquisition of the knowledge and skills taught by the Training Provider and to use your best endeavours to obtain the Level . . . . . . . . . . . . . . . . . . *(insert number)* Competence Qualification.

Completion of Apprenticeship:

You are expected to achieve the standard required for qualification and completion of your Apprenticeship within the fixed term period of . . . . . . . . . . . . . . . . . . *(insert number)* [years/months]. On completion of your Apprenticeship, the Company will issue you with a certificate of completion, confirming the date on which your Apprenticeship was successfully completed and setting out details of the Competence Qualifications and knowledge-based qualifications you have attained and skills tests you have passed.