

<<Company Name>>

English Apprenticeship Agreement

<<Employee Name>>

<<Date>>

This document contains the main terms and conditions of your employment which govern your service with the Company. [Your service with the Company is also subject to the terms contained in the letter offering you employment (“the Offer Letter”). If there should be any ambiguity or discrepancy between the terms in the Offer Letter and the terms set out in this document, the terms in the Offer Letter will prevail, except where expressly stated to the contrary.]

ENGLISH APPRENTICESHIP AGREEMENT

BETWEEN:

- (1) <<Company Name>> of <<Address>> (herein referred to as “the Company”)
- (2) <<Employee Name>> of <<Address>> (herein referred to as “you” or “the Apprentice”)

IT IS AGREED AS FOLLOWS:

1. General

- 1.1 The following terms and conditions are given to you in accordance with the terms of the Employment Rights Act 1996, Employment Act 2002, Working Time Regulations 1998 and the Apprenticeships, Skills, Children and Learning Action 2009 as amended or re-enacted at the relevant time. The Agreement will be a contract of employment and not a contract of apprenticeship and you will be treated at all times as an employee of the Company.
- 1.2 You will be employed as an Apprentice.
- 1.3 The skill, trade or occupation for which you are being is <<State Skill, Trade or Occupation>>. The Secretary of State has published an approved apprenticeship standard, which is set down at Appendix 1.
- 1.4 You will receive training to help you achieve the approved apprenticeship standard in relation to the work done under this apprenticeship. The training provider is <<State Name of Provider>>. The Company reserves the right, at its discretion, to change the training provider.

2. Date of Commencement and Duration

- 2.1 Your employment will begin on <<Insert Date>>.
- 2.2 [No employment with a previous employer counts as part of a <<State Number>> period of continuous employment.] OR [Your employment with <<Name of Employer>>, which began on <<Insert Date>>, will count as part of your employment with us.]
- 2.3 The first <<State Number>> months of your employment shall be a probationary period during which your employment may be terminated on <<State E.g. One Week's Notice>>. We may, at our discretion, extend this period for up to a further <<State Number>> months. During this period, your performance and suitability for continued employment will be monitored.
- 2.4 The duration of this Agreement will be <<State Time Period>>. Therefore, your employment will end without further notice on <<Insert Date>>, unless it is terminated earlier in accordance with the terms of this Agreement.
- 2.5 [You acknowledge that continuation of this Agreement is subject to the Company continuing to receive funding for completion of the apprenticeship framework. In the event that the funding ends, the Agreement will be terminated in accordance with the notice provisions of this Agreement.]

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3. Your Duties as an Apprentice

- 3.1 You are required to perform the duties set out in your job description. The job description does not constitute your contract of employment.
- 3.2 You may be required to perform other duties as the Company may require from time to time relevant to your role.
- 3.3 You confirm that you are not currently employed in the UK without any additional approval from the Company immediately if you cease to be so entitled at any time.
- 3.4 You will report to such other person as the Company nominates from time to time and be monitored by <<Insert Name>> or such other person as the Company may require from time to time. Your mentor will review your progress and discuss any issues you may have.

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4. Place of Work

- 4.1 Your normal place of work shall be <<Insert Address>> or such other place as we may from time to time require.
- 4.2 [On occasion, you may be required to work at other locations.]

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5. Hours of Work and Training

- 5.1 Your normal working hours shall be <<Time>> to <<Time>>, [Monday to Friday] [5 days a week] as may be necessary in the performance of your duties without extra pay.
- 5.2 You are required to attend training at <<E.g. 1>> day[s] per week during your normal working hours. This training is intended to prepare you for reaching a Level <<State Level>> qualification in your Apprenticeship. Your attendance at the training shall be as arranged and agreed by you, the Company and the Training Provider for a minimum of <<Number of days>> days. When you are not attending training, you are required to perform your normal hours of work at work.
- 5.3 [In the event that you are required to work on either Saturday or Sunday, the Company will ensure that you will be given at least one uninterrupted rest period of a minimum of <<Number of days>> days; or
- 5.3.1 If you are required to work on either Saturday or Sunday, the Company will ensure that you will be given at least one uninterrupted rest period of a minimum of <<Number of days>> days.
- 5.3.2 If you are required to work on either Saturday or Sunday, the Company will ensure that you will be given at least one uninterrupted rest period of a minimum of <<Number of days>> days.
- 5.3.3 Your daily working hours shall not ordinarily exceed 7 hours a day or 40 hours per week.
- 5.3.4 If you are required to work on either Saturday or Sunday, the Company will be given a break of at least 30 minutes, with a maximum of <<Number of hours>> hours and a half hours work on any day.

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5.3.5 If you are entitled to a break of at least 20 minutes, you will be given a break of at least 20 minutes, within any 6 hours of work on any given day.]

5.4 It may be necessary for you to work at irregular hours to suit the needs of the Company. [This will be at the Company's discretion although you will be given at least <<E.g. 1 Week's>> notice in advance of any change and you will be consulted before any change is done after a consultation with you.]

5.5 [The Company will not require you to work more than 48 hours of hours you work to more than 48 hours per week.]

5.5.1 It is necessary for the Company's business;

5.5.2 The work is of a special nature, such as overtime, training or training;

5.5.3 [You are suffering from an illness (or injury) which makes it necessary for protection);] and

5.5.4 You are absent from work for a period of more than 3 days (or more compensation.)]

5.6 [In the event that you are required to work at night, you will not be required to work >> more than 8 hours in any 24 hour period.]

5.7 [In the event that you are required to work on a Sunday whilst still in the Company's employment, your hours of work will be as follows:

5.7.1 <<Insert Text>>

5.8 The Company will provide training for you if you are required to attend a Training Provider for the training related to the Apprenticeship. It is understood that the training will be provided at the Company's expense.

5.9 [In the event that you are terminated for any reason [other than redundancy or dismissal] before the completion of the Apprenticeship Framework, the Company will repay in full any contribution made by the Company to the Apprenticeship. The Company reserves the right to deduct any amount due to it under this clause from your final salary payments due to you.]

5.10 If the Company is satisfied that you are not attending the training sessions, are behaving in an unacceptable manner during training sessions, or are otherwise behaving in an unacceptable manner in connection with your training, the Company reserves the right to take disciplinary action against you. In serious cases, this may include termination of your employment.

5.11 You must at all times comply with the Company's rules, policies and procedures in force at the time of your employment.

6. Salary and Benefits

6.1 Your salary is £<<Insert Salary>> per <<Insert Period>> [per] OR [week] OR [annum]. Your entitlement to salary is payable [weekly] OR [monthly] OR [in arrears [the last day of the month]].

6.2 You will be paid for your training as part of your Apprenticeship Framework. The training is provided at the Company's expense <<Set Out the Details of the Training Provided as part of your Apprenticeship Framework is provided at the Company's expense related to the Apprenticeship>>.

6.3 [Your normal rate of pay will be <<E.g. After 6 Months>> entirely at the Company's discretion.]

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6.4 [In the event that you are absent on a working day whilst still in the Company's employment, your rate of pay will increase as follows: <<Insert Terms>>.]

6.5 The Company is authorised to deduct any sums due to it from you from your salary.

7. Holidays

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7.1 [You are entitled to <<Specify number>> working days holiday in each complete calendar year and public holidays, pro rate in accordance with Company policy. <<Specify number>> public holidays on which you are scheduled to work are excluded from this entitlement.]

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[You are entitled to <<Specify number>> working days holiday in each complete calendar year and public holiday, pro rata in accordance with Company policy. The Company provides for all statutory and public holidays which you are required to work according to <<E.g. Company Needs, Schedule 1, etc.>>.]

7.2 The holiday year commences on <<Date>> and finishes on <<Date>> each year.

7.3 If your employment terminates part way through the holiday year, your holiday entitlement will be calculated accordingly.

7.4 If, on termination of employment, you have accrued holiday entitlement, the Company will deduct from your salary the amount of holiday days taken in excess of your entitlement on the basis of <<Specify Calculation>>. The Company to make a deduction from the payment of your salary.

7.4.1 You have accrued holiday entitlement, the Company will deduct from your salary the amount of holiday days taken in excess of your entitlement on the basis of <<Specify Calculation>>. The Company to make a deduction from the payment of your salary.

7.4.2 You have accrued holiday entitlement, the Company may, at its discretion, allow you to take holiday during your notice period or make a deduction from your salary.

7.5 Holidays must be taken with the approval of the person to whom you report to the company. You must obtain approval of the person to whom you report to the company in advance from <<Specify Job Title>>. You will not be permitted to take more than two weeks at one time, and you must not book holidays until your notice period has expired.

7.6 All holiday must be taken within the period to which it is accrued. In exceptional circumstances, you may be permitted to take <<E.g. 5>> days untaken holiday which applies for one year only, and does not carry over into the subsequent holiday year.

7.7 If you are sick or on other leave, you may be permitted to transfer to sick leave or other leave. This is strictly subject to the approval of the person to whom you report to the company.

7.7.1 You must book your holiday <<Specify Job Title>> in person and by telephone <<Specify Job Title>> in person and by telephone <<Specify Job Title>> in person and by telephone. You must ensure that your holiday will be affected by <<Specify Job Title>> in person and by telephone.

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- 7.7.2 The full person to sickness must be certified by a medical practitioner [needs seven days]; and
- 7.7.3 Within <<Employee Name>> return to work, you must confirm in writing how you were affected by sickness or injury and the amount of time you will be away at another time. This written notification must specify Job Title>>.

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8. Sickness and Absence

- 8.1 In the event of your absence, you or someone on your behalf should contact <<Specify Name>> at the earliest opportunity on the first day of the absence to advise the reason for the absence. You must inform the Company of any change in the date of your expected return to work.
- 8.2 A self-certification form is provided for absences of up to seven days. The form will be sent to you by email.
- 8.3 For periods of sickness exceeding seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') or Medical Certificate (<<Specify Job Title>>). A new Fit Note or Medical Certificate must be provided periodically as required by the Company.

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- 8.4 **EITHER: When the Company has a Company Sick Pay Scheme, you will only receive Statutory Sick Pay (SSP) for absences due to sickness or incapacity.**

[If you are absent for a period of seven consecutive days or more due to a reason of sickness or incapacity, you are entitled to Company Sick Pay (SSP) (Statutory Sick Pay), provided that you have met the requirements above. For absences of up to seven consecutive days, the 'qualifying days' are <<State the number of days>>. There is no contractual right to payment in respect of absences due to sickness or incapacity. Any such payment is at the discretion of the Company.]

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OR: When the Company does not have a Company Sick Pay Scheme, use this clause -

[If you are absent for a period of seven consecutive days or more due to a reason of sickness or incapacity, and you have complied with the requirements above, you are entitled to Company sick pay, for up to a maximum of <<State the number of days>> consecutive days in any calendar year. Company sick pay is equal to normal salary for the first three days of absence, after which you will receive Statutory Sick Pay (SSP) in accordance with the current legislation.]

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- 8.5 The Company has a record of absence levels and reasons for absence. This information will be kept confidential.

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- 8.6 The Company may require you to undergo a medical examination by a medical practitioner of the Company at any stage of your employment, and you agree to allow such medical practitioner to prepare a medical report on your behalf. The cost of the examination, which you agree to pay, will be borne by the Company. The Company will bear the cost of any further medical examination which will only be requested by the Company where it is necessary for the Company to manage your health and safety.

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9. Maternity and Paternity Rights

The Company will comply with all applicable laws with respect to maternity and paternity rights and rights for dependants. The Company's policies in this regard are set out in the Employee Handbook from <<Insert Job Title/Person Responsible>>.

ons with respect to maternity and for dependants. The Company's from <<Insert Job Title/Person

10. Pension

EITHER:

[There are no pension arrangements in place for your employment.]

your employment.]

OR

[The designated pension scheme is <<State Where E.g. Staff Pension Scheme>>. Details can be found in <<State Job Title>>.] [The Company will make a contribution of <<percentage>>% of your salary. You may contribute up to <<State Job Title>>% of your salary.]

scheme>>. Details can be found in d from <<State Job Title>>.] [The percentage>>% of your salary. You ur salary.]

OR

10.1 [If you are eligible, we will enrol you into a pension scheme in accordance with the relevant auto-enrolment obligations.

enrol you into a pension scheme in to-enrolment obligations.

10.2 Full details of the scheme, including when you are enrolled, including the minimum contribution and your right to opt out if you wish, will be required to make and your scheme. While participating in the scheme, you agree that contributions being deducted from your salary.

when you are enrolled, including will be required to make and your scheme. While participating in the butions being deducted from your

10.3 The scheme is subject to change and may be amended from time to time, and the Company may replace it with another pension scheme at any time.]

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11. Collective Agreements

[There are no collective agreements in place for your employment.]

for employment.]

OR

[Your employment is subject to the <<Specify Relevant Agreement>>.]

collective agreement: <<Specify

12. Grievance Procedure

The formal Grievance Procedure is available on request from <<Insert Job Title/Person Responsible>> and forms part of your terms and conditions of employment.

le on request from <<Insert Job Title/Person Responsible>> not form part of your terms and

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13. Disciplinary Procedure

The disciplinary rules apply to you. The disciplinary rules and procedures are set out in the attached Disciplinary Rules and Procedures. This document does not form part of your terms and conditions of employment.

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14. Termination of Apprenticeship

14.1 You are employed as an Apprentice shall be terminated in accordance with the terms of your contract of employment and your obligation to continue your apprenticeship.

14.1 You are employed as an Apprentice shall be terminated in accordance with the terms of your contract of employment and your obligation to continue your apprenticeship. The Company shall have no obligation to continue your apprenticeship at the end of your fixed term.

14.2 Irrespective of the terms of your contract of employment may be terminated by the Company or by you giving notice.

14.2 Irrespective of the terms of your contract of apprenticeship is for a fixed term, your apprenticeship may be terminated at any time by the Company giving notice in accordance with the terms set out below.

14.3 The notice required to terminate employment will be:

14.3 The notice required to terminate employment will be:

14.3.1 One week's notice if you have been continuously employed for up to 2 years; and

14.3.1 One week's notice if you have been continuously employed for up to 2 years; and

14.3.2 One additional week's notice for each completed year of employment from 2 completed years up to a maximum of 12 weeks' notice.

14.3.2 One additional week's notice for each completed year of employment from 2 completed years up to a maximum of 12 weeks' notice.

14.4 The Company reserves the right to terminate your employment in lieu of notice.

14.4 The Company reserves the right to terminate your employment in its absolute discretion to pay you salary in lieu of notice.

14.5 The Company shall terminate your apprenticeship at any time without notice if:

14.5 The Company shall terminate your apprenticeship at any time without notice if:

14.5.1 You commit a serious breach of your obligations as an employee;

14.5.1 You commit a serious breach of your obligations as an employee;

14.5.2 You persistently fail to meet a satisfactory level of conduct or performance as an apprentice;

14.5.2 You persistently fail to meet a satisfactory level of conduct or performance as an apprentice;

14.5.3 You cease to be employed in the United Kingdom.

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15. [The Company's Responsibilities]

15.1 The Company is responsible for providing you with the necessary equipment and training.

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15.2 The Company agrees to provide you with access to its facilities and equipment as far as possible, subject to safety and security. The training must be provided by a <<Employer>>.

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15.3 The Company will maintain a record of your attendance.

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15.4 The company will provide you with the necessary equipment and materials for you to maintain a record of your attendance.

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15.5 The Company will ensure that adequate supervision is available to you during your training.

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15.6 The Company will provide you with an appropriate range of training opportunities in accordance with the Training Plan.]

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16. [The Apprentice's Responsibilities]

You are responsible:

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- 16.1 To work for the Company with these terms and condition of employment;
- 16.2 To undertake training where necessary, keep records, take tests to be determined and carry out such work as may be required in order to specified in your Training Plan;
- 16.3 To promote the Company all times;
- 16.4 To complete all work at the best of your ability at the designated time;
- 16.5 To adhere to the safety rules and wear protective clothing where issued;
- 16.6 To be punctual, diligent and responsible manner in accordance with the requirements of the relevant legislation;
- 16.7 To report any accidents or related ill-health to <<Specify Job Title>>; and
- 16.8 Not to interfere with the work of others as it is your job to do so, and to report any defects to the relevant person.

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17. Confidential Information

You will not at any time either before or after your employment or afterwards, use or divulge to any person, firm or company any information or knowledge which you acquire in the course of your duties during your employment by the Company, or information identifying or relating to the Company, details of which are confidential or constitute a trade secret or other confidential information or domain.

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18. Data Protection

The Company is required to process your personal data that we collect about you and what we do with that data. We shall at all times comply with the relevant data protection legislation and shall at all times comply with all relevant data protection legislation and shall at all times comply with all relevant data protection legislation. [Company's data protection policy] shall be in force from time to time in force.

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19. Changes to Terms and Conditions of Employment

The Company may amend the terms and conditions in this document [and in the Employee Handbook] and any such change will be notified to you personally and shall be generally applied, by notice.

20. Severability

The various provisions of this document are severable; and if any provision or identifiable part thereof is held to be unenforceable by any court of competent jurisdiction the unenforceability shall not affect the validity or enforceability of the remaining provisions or identifiable parts.

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21. Governing Law and Jurisdiction

This Apprenticeship Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute relating to the same shall be subject to the exclusive jurisdiction of the English and Welsh courts.

by and construed in accordance with the laws of England and Wales. Any dispute relating to the same shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Issued for and on behalf of <<Company Name>>

Signed: _____

<<Insert Date>>

Employee:

I accept the terms of this Agreement

Signed: _____

<<Insert Date>>

[Signed: _____
<<Name of Parent or Guardian>>]

<<Insert Date>>

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Appendix 1

<<Append details of approved app

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