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Approved E

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Agreement

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<<Date>>

This document contains the main terms of your employment with the Company. [Your service with the Company from the date of offering you employment (“the Offer Letter”) to the date of termination of the terms in the Offer Letter and the terms in the Offer Letter will prevail, except where expressly stated otherwise.]

employment which govern your service with the Company. In the event of any ambiguity or discrepancy between the terms in the Offer Letter and the terms in the Offer Letter will prevail, except where expressly stated otherwise.]

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**ENGLISH APPRENTICESHIP AGREEMENT**

**BETWEEN:**

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

**IT IS AGREED AS FOLLOWS:**

**1. General**

- 1.1. The following terms shall apply to you in accordance with the terms of the Employment Agreement. This Agreement will be a contract of apprenticeship and you will be treated at all times as an employee.
- 1.2. You will be employed in the position of <<state job title>>. Your duties will be as advised by <<Company Name>> and you will work for <<Company Name>> as you receive training in <<state details of skill, trade or occupation>>. <<Company Name>> will provide assistance and support throughout your completion of your apprenticeship, enabling you to achieve your objectives.
- 1.3. You will receive training in accordance with the approved apprenticeship standard in relation to <<state details of skill, trade or occupation>>. The training provider is <<State Number>>. <<Company Name>> reserves the right, at its discretion, to change the training provider.
- 1.4. Upon successful completion of your apprenticeship, where the Company is in a position to offer you a permanent position relevant to your apprenticeship, you will be employed on a permanent basis and will retain your continuous service. Continued employment is not guaranteed and, in circumstances where it is not offered, your employment will terminate.
- 1.5. This Agreement, for the purpose of <<state details of skill, trade or occupation>> in <<insert sector>> is entered into in connection with the <<state details of skill, trade or occupation>> apprenticeship standard, i.e. <<state details of skill, trade or occupation>>.

**2. Date of Commencement and Duration**

- 2.1. Your employment will commence on <<insert date>>.
- 2.2. [No employment with <<Company Name>> counts as part of a <<State Number>> period of <<insert period>>.] OR [Your employment with <<Company Name>> from <<insert date>>, will count as part of your employment with <<Company Name>>.]

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2.3. The first <<State Number>> period during which your employment shall be a probationary period during which you may be terminated on <<State E.g. One Week's Notice>>. Within this period, extend this period for up to a further <<State Number>> weeks. During this period, your performance and suitability for continued employment will be monitored. The probationary period will come to an end unless terminated in writing by <<state job title e.g. the HR Manager >>. You should not start your probationary period until you have received this contract.

2.4. The duration of this Agreement shall be <<Insert Time Period>>. Therefore, your employment will end on <<Insert Date>>, unless it is terminated earlier in accordance with the provisions of this Agreement.

### 3. Your Duties as an Apprentice

3.1. You are required to undertake the duties set out in your job description. The job description does not form part of your contract of employment.

3.2. You may be required to undertake additional duties as the Company may from time to time reasonably require.

3.3. You confirm that you are lawfully permitted to work in the UK without any additional immigration approvals. The Company reserves the right to terminate your employment immediately if you cease to be so entitled at any time.

3.4. You will report to <<Insert Name>> or such other person as the Company nominates from time to time. Your mentor will be <<Insert Name>> or such other person as the Company nominates from time to time. Your mentor will review your progress, provide you with support and discuss any issues you may have.

### 4. Place of Work

4.1. Your normal place of work shall be <<Insert Address>> or such other place as the Company may from time to time require.

4.2. [On occasion, you may be required to work at other locations.]

4.3. You may be required to work at [other locations and overseas] on the Company's business.]

4.4. You are required to work <<Insert state country and duration>>.

4.5. You will be paid <<give salary>>.

4.6. You will also receive <<insert additional payments and benefits>>.

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5.5.2. The work do...tion or training;

5.5.3. [You are su...necessary for protection);] and

5.5.4. You are allo...compensation.]

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

5.7. [In the event that yo...day whilst still in the Company's  
employment, your hou...llows:

5.7.1. <<Insert Te

5.8. [In the event that you...ny reason [other than redundancy  
or long-term ill health...of the Apprenticeship Framework,  
you agree to repay in...ade by the Company towards the  
costs of the apprent...reserves the right to deduct the  
relevant amount due...e from your final salary or any  
outstanding payments

5.9. If the Company is ma...ot attending the training sessions,  
are behaving inappro...sessions or are otherwise behaving  
in an unacceptable m...n your training, the Company may  
take disciplinary act...erious cases, this may include  
dismissal.

5.10. In addition to the tra...owards your apprenticeship, the  
Company will fund th...you, which you are required to  
undertake: <<state de

5.11. [You are required to...g training at your own expense:  
<<state details>>.]

5.12. You must at all times...y's rules, policies and procedures  
in force from time to ti

**6. Salary and Benefits**

6.1. Your salary is £<<In... OR [week] OR [annum]. Your  
entitlement to salary...s payable [weekly] OR [monthly]  
OR [in arrears [the... week] OR [the last day of the  
month]].

6.2. You will be paid for t...ng as part of your Apprenticeship  
Framework. The train...our Apprenticeship Framework is  
<<Set Out the Details...d to the Apprenticeship>>.

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- 6.3. [Your normal rate of pay shall be <<e.g. After 6 Months>> entirely at the Company's discretion]
- 6.4. [In the event that you are absent on a day whilst still in the Company's employment, your [hourly] rate of pay will increase as follows: <<Insert Terms>>.]
- 6.5. The Company is authorised to deduct any amounts due to it from you from your salary.
- 6.6. [You will be entitled to <<state e.g. private medical>> health insurance/ permanent health insurance/details of other arrangements.]
- 6.7. Your entitlement to the above benefits shall commence <<state e.g. on your first day OR after the satisfactory completion of your probationary period>>.
- 6.8. The organisation retains the right to suspend your entitlement to these benefits at any time.]

**7. Holidays**

- 7.1. [You are entitled to <<state e.g. 28>> working days holiday in each complete calendar year <<state e.g. 25>> working days holiday in each complete calendar year and public holidays, pro rate in accordance with Clause 7.1.2. <<state e.g. 25>> public holidays on which you are not scheduled to work must be taken within this entitlement.]

**OR**

[You are entitled to <<state e.g. 28>> working days holiday in each complete calendar year <<state e.g. 25>> working days holiday in each complete calendar year and public holiday, pro rata in accordance with Clause 7.1.2. <<state e.g. 25>> provides for all statutory and public holidays which you must take according to <<E.g. Company Needs, Staff Rota, etc>>]

- 7.2. The holiday year commences on <<Date>> and finishes on <<Date>> each year.
- 7.3. If your employment commences part way through the holiday year, your holiday entitlement shall be calculated accordingly.
- 7.4. If, on termination of your employment, you have accrued holiday entitlement, the Company will deduct <<state e.g. 25>> day days taken in excess of your holiday entitlement on the basis of <<Specify Calculation>>, and you agree to make a deduction from the payment of your final salary.
- 7.4.1. You have agreed that if you have accrued holiday entitlement, the Company will deduct <<state e.g. 25>> day days taken in excess of your holiday entitlement on the basis of <<Specify Calculation>>, and you agree to make a deduction from the payment of your final salary.

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7.4.2. You have the right to request a day off for a holiday. Following, the Company may, at its discretion, refuse your request for a holiday during your notice period or make a proposal for an alternative holiday entitlement.

7.5. Holidays must be taken in accordance with the Company's policy. You must obtain approval of the proposed holiday from the Company. You must obtain approval from <<Specify Job Title>>. You will not be allowed to take more than <<Specify Number>> weeks at one time, save at the Company's discretion. You must not take more than <<Specify Number>> holidays until your request for approval has been forwarded to the Company.

7.6. All holiday must be taken in the year in which it is accrued. In exceptional circumstances, you may be allowed to carry forward <<E.g. 5>> days untaken holiday entitlement to the next holiday year, subject to the following conditions: holiday entitlement is for one year only, and holiday may not be carried forward more than one holiday year.

7.7. If you are sick or injured, you may request to transfer to sick leave or injury leave at a later date. The Company will allow you to transfer to sick leave or injury leave at a later date. This is strictly subject to the following conditions:

7.7.1. You must contact the Company <<Specify Job Title>> in person and by telephone (if possible) as soon as you are aware of your holiday will be affected by sickness or injury.

7.7.2. The full period of absence due to sickness must be certified by a medical professional <<Specify Job Title>> [redacted] [links seven days](#)]; and

7.7.3. Within <<E.g. 14 days>> of your return to work, you must confirm in writing how long you have been absent due to sickness or injury and the amount of holiday you wish to transfer to another time. This written notification must be received by <<Specify Job Title>>.

**8. Sickness and Absence**

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8.1. In the event of your absence, you or someone on your behalf should contact <<Specify Job Title>> at the earliest opportunity on the first day of the absence to inform the Company of the absence. You must inform the Company as soon as possible of any change in the date of your expected return to work.

8.2. A self-certification form will be provided for absences of up to seven days. The form will be supplied to you by the Company.

8.3. For periods of sickness or injury of more than seven consecutive days, including weekends, you will be required to provide a Statement of Fitness for Work ('Fit Note') or Medical Certificate from <<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 there is no contractual right to sick pay and an employee will only receive SSP

[If you are absent for a continuous period of 7 consecutive days (including any public holidays) for a reason of sickness or incapacity, you are entitled to Company Sick Pay (SSP) (see below), provided that you have met the requirements above. For the purposes of the SSP scheme, the 'qualifying days' are <<State Where E.g. Staff in England>>. There is no contractual right to payment in respect of the first 3 days of absence due to sickness or incapacity. Any such payment is at the discretion of the Company.]

OR: When the Company has a Company Sick Pay Scheme, use this clause -

[If you are absent for a continuous period of 7 consecutive days (including any public holidays) for 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 Where E.g. Staff in England>> days in any calendar year. Company sick pay is equal to normal salary for the first 3 days of absence. After that you will receive Statutory Sick Pay (SSP) in accordance with the SSP regulations.]

8.5. The Company has the right to monitor and record absence levels and reasons for absences. Such information is confidential.

8.6. The Company may require you to undergo a medical examination by a medical practitioner nominated by the Company at any stage of your employment, and you agree to authorise the medical practitioner to prepare a medical report detailing the results of the examination. Such a report, if you agree, may be disclosed to the Company. The Company may also require you to undergo any such medical examination. Such an examination may be conducted at any location of the Company where it is reasonable to do so.

9. Other paid leave

Any maternity, paternity, adoption, or parental bereavement leave will be paid at: <<state where e.g. staff in England>>. The Company also offers paid non-statutory leave. Please see the Company's staff handbook for further information.

10. Pension

[The designated pension scheme is <<State Where E.g. Staff in England>>. Details can be found in the Company's staff handbook. You will be automatically enrolled in the scheme from <<State Job Title>>.] [The Company will make a contribution of <<percentage>>% of your salary. You may contribute up to <<State Where E.g. Staff in England>>% of your salary.]

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10.1. [If you are eligible, the Company will enrol you into a pension scheme in accordance with the Company's pension enrolment obligations.

10.2. Full details of the scheme, including the minimum contribution required to make and your right to opt out if you do not wish to participate. While participating in the scheme, contributions will be deducted from your salary.

10.3. The scheme is subject to amendment 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 force for your employment.]

OR

[Your employment is subject to the following collective agreement: <<Specify Relevant Agreement>>.]

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**12. Grievance Procedure**

The formal Grievance Procedure is set out in the attached Grievance Procedure. It does not form part of your terms and conditions of employment.

If you wish to raise a grievance, you should do so to <<state job title e.g. the line manager>> in accordance with the Grievance Procedure.

**13. Disciplinary Procedure**

The disciplinary rules applicable to you are set out in the attached Disciplinary Rules and Procedure. It does not form part of your terms and conditions of employment.

If you wish to appeal against a disciplinary decision, you may write to <<state job title e.g. the line manager>> in accordance with the Disciplinary Procedure.

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**14. Termination of Apprenticeship**

14.1. You are employed for a period of <<state number of years>> years and your employment as an Apprentice shall terminate on the completion of your term. If your employment has previously terminated in accordance with the terms of this contract, the Company shall have no obligation to continue to employ you on the same or any other term.

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14.2. Irrespective of the form of your employment, if your employment is for a fixed term, your employment may be terminated at any time by the Company giving you notice or by you giving the Company notice as set out below.

14.3. The notice required by the Company to terminate employment will be:

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

14.3.2. 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 in its absolute discretion to pay you salary in lieu of notice.

14.5. The Company shall be entitled to terminate your employment at any time without notice if:

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;

14.5.3. You cease to be habitually resident 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, materials and training.

15.2. The Company agrees to provide you with the opportunity to undertake training in the designated trade as far as possible, using its facilities and the services of its staff. The training must be provided by a <<E.g. a Skilled Tradesperson.

15.3. The Company will maintain a record of your attendance.

15.4. The Company will provide you with the necessary resources for you to maintain a record of your training under the Training Plan.

15.5. The Company will ensure that you are given adequate supervision and ensure that adequate supervision is available to you.

15.6. The Company will provide you with the necessary resources of your job role to provide an appropriate range of training opportunities and learning 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 necessary, keep records, take tests to be determined by the Company about such work as may be required in order to achieve the Company's Training Plan;

16.3. To promote the Company's interests at all times;

16.4. To complete all work to the best of your ability at the designated time;

16.5. To adhere to the correct use of protective clothing where issued;

16.6. To be punctual, diligent and in a responsible manner in accordance with the requirements of Health and Safety;

16.7. To report any accident or injury to the Company's Health and Safety Officer and to your line manager;

16.8. Not to interfere with any other employee's job to do so, and to report any defects to <<Specify Job Title>>.

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**17. Confidential Information**

You will not at any time either before or after your employment, use or divulge to any person, firm or Company any confidential information or trade secrets which you come to know in the proper course of your duties during your employment by the Company. This includes information identifying or relating to the Company, its products, services, processes, or any other confidential information in the public domain.

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**18. Data Protection**

The Company is required to protect your personal data that we collect about you and what we do with it. We will ensure that we secure your personal data and that we comply with all relevant data protection legislation. The Company's data protection policy is available on the Company's intranet and shall at all times comply with all applicable data protection legislation 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. Changes will be generally applied, by notice.

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**20. Severability**

The various provisions of this document shall be severable; and if any provision or identifiable part thereof is held to be unenforceable by any court of law, the remaining provisions shall remain in full force and effect.

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competent jurisdiction the validity or enforceability of

enforceability shall not affect the or identifiable parts.

**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.

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**22. Right to Work in the UK**

Your employment is conditional upon you having the right to work in the UK. You must provide evidence of your right to work in the UK before starting it.

right to work in the UK. You must provide evidence of your right to work in the UK before starting it.

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

Signed: \_\_\_\_\_

<<Insert Date>>

Employee:

I accept the terms of this Agreement

Signed: \_\_\_\_\_

<<Insert Date>>

[Signed: \_\_\_\_\_]

<<Insert Date>>

<<Name of Parent or Guardian>>

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