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Apprenticeship Agreement

<<Date>>

This document contains the main terms of your employment with the Company. [Your service with the Company from the date of your offering you employment (“the Offer Letter”) to the date of this Agreement] shall be governed by the terms in the Offer Letter and the terms in this Agreement. In the event of any ambiguity or discrepancy between the terms in the Offer Letter and the terms in this Agreement, the terms in the Offer Letter will prevail, except where expressly stated otherwise.

employment which govern your service with the Company. [Your service with the Company from the date of your offering you employment (“the Offer Letter”) to the date of this Agreement] shall be governed by the terms in the Offer Letter and the terms in this Agreement. In the event of any ambiguity or discrepancy between the terms in the Offer Letter and the terms in this Agreement, the terms in the Offer Letter will prevail, except where expressly stated otherwise.

<<State E.g. One Week>> or more, at our discretion, extend this period for up to a further <<Insert Number>> months. During this period, your performance and suitability for employment will be monitored. The probationary period will only be confirmed in writing by <<state your job title e.g. the HR Manager>> and not consider your probationary period passed until you receive written confirmation.

may, at our discretion, extend this period for up to a further <<Insert Number>> months. During this period, your performance and suitability for employment will be monitored. The probationary period will only be confirmed in writing by <<state your job title e.g. the HR Manager>> and not consider your probationary period passed until you receive written confirmation.

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 terms 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 constitute an exhaustive list 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 not currently in the UK without any additional immigration approval. You shall notify the Company immediately if you cease to be so entitled at any time.

3.4. You will report to <<Insert Name>> or any other person as the Company nominates from time to time. You shall be monitored by <<Insert Name>> or such other person as the Company nominates from time to time. Your mentor will review your progress 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 we 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 travel [domestically 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 rate>>

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

5. Hours of Work and Training

5.1. Your normal working hours shall be <<Time>> to <<Time>>, [Monday to Friday] [5 days a week]. You shall be required to work such additional hours as

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compensation.]

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

5.7. [In the event that you are absent from work for a full day whilst still in the Company's employment, your holiday entitlement will be as follows:

5.7.1. <<Insert Terms>>]

5.8. [In the event that you are absent from work for any reason [other than redundancy or long-term ill health] you agree to repay the Company of the Apprenticeship Framework, made by the Company towards the costs of the apprenticeship. The Company reserves the right to deduct the relevant amount due from your final salary or any outstanding payment.

5.9. If the Company is made aware that you are not attending the training sessions, are behaving inappropriately during training sessions, or are otherwise behaving in an unacceptable manner in connection with your training, the Company may take disciplinary action against you. In serious cases, this may include dismissal.

5.10. In addition to the training provided by the Company towards your apprenticeship, the Company will fund the costs of your training, which you are required to undertake: <<state details>>]

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

5.12. You must at all times comply with the Company's rules, policies and procedures which are in force from time to time.

6. Salary and Benefits

6.1. Your salary is £<<Insert Amount>>] 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 training as part of your Apprenticeship Framework. The training provided by the Company is covered by your Apprenticeship Framework is <<Set Out the Details of the Training Provided to the Apprenticeship>>.

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

6.4. [In the event that you are absent from work for a full day whilst still in the Company's employment, your [holiday entitlement] will be as follows: <<Insert Terms>>].

6.5. The Company is automatically deducts from your salary the amounts due to it from you from your salary.

6.6. [You will be entitled to <<Specify the type of insurance>> with insurance/ permanent health insurance/details of cover <<Specify details>>].

6.7. Your entitlement to the above benefits shall be <<Specify the basis of entitlement>> <<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 <<Specify number of days>> working days holiday in each complete calendar year <<Specify basis of entitlement>> and public holidays, pro rata in accordance with Clause 6.8. <<Specify basis of entitlement>> public holidays on which you are scheduled to work must be included within this entitlement.]

OR

[You are entitled to <<Specify number of days>> working days holiday in each complete calendar year <<Specify basis of entitlement>> and public holiday, pro rata in accordance with Clause 6.8. <<Specify basis of entitlement>> <<Specify basis of entitlement>> provides for all statutory and public holidays which you are scheduled to work according to <<E.g. Company Needs, S&P Requirements>>].

7.2. The holiday year commences on <<Specify 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

7.4.1. You have exceeded your holiday entitlement, the Company will deduct a payment for the excess days taken in excess of your prorated holiday entitlement on the basis of <<Specify Calculation>>, and you authorise the Company to make a deduction from the payment of any final salary.

7.4.2. You have not used your holiday entitlement, then, following, the Company may, at its discretion, require you to take a holiday during your notice period or make a payment in lieu of holiday entitlement.

7.5. Holidays must be taken with the prior approval of the appropriate manager to the Company. You must obtain prior approval from <<Specify Job Title>>.

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holidays until your request for

- which it is accrued. In exceptional cases, e.g. 5 days untaken holiday may be carried over for one year only, and holiday may be taken in the following holiday year.

- the Company will allow you to
holiday at a later date. This is

- >> in person and by telephone (if your holiday will be affected by

- to sickness must be certified by a
[seven days]; and

- rn to work, you must confirm in
ed by sickness or injury and the
other time. This written notification

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- you or someone on your behalf at the earliest opportunity on the first day of absence. You must inform us of any change in the date of your

- for absences of up to seven days.

- seven consecutive days, including a statement of Fitness for Work ('Fit <<Specify Job Title>>'). A new Fit periodically as required by the

- ## ent to sick pay and an employee

reason of sickness or incapacity,), provided that you have met the the SSP scheme, the 'qualifying

days' are <<State>>. There is no contractual right to payment in the event of absence due to sickness or incapacity. Any such absence will be at the discretion of the Company.]

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

[If you are absent due to sickness or incapacity, and you have complied with the requirements of the Company sick pay, for up to a maximum of <<State>> any calendar year. Company sick pay is equal to normal pay after you will receive Statutory Sick Pay (SSP) in accordance with the relevant legislation.]

8.5. The Company has the right to record absence levels and reasons for absences. Such information will be held confidentially.

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. The results of the examination may be disclosed to the Company. The cost of any such medical examination. Such a medical examination may be requested by 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>>. 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>>. Details can be found in the Company handbook from <<State Job Title>>.] [The Company will make a contribution of <<percentage>>% of your salary. You may contribute up to <<State>>% of your salary.]

OR

10.1. [If you are eligible, the Company will enrol you into a pension scheme in accordance with the relevant legislation.]

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, the contribution 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.]

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>>.]

12. Grievance Procedure

The formal Grievance Procedure is set out in the attached document on request from <<Insert Job Title/Person Responsible>>. It does not form part of your terms and conditions of employment.

If you wish to raise a grievance, you should write to <<state job title e.g. the line manager>> in accordance with the procedure.

13. Disciplinary Procedure

The disciplinary rules applicable to your employment 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.

14. Termination of Apprenticeship

14.1. You are employed for a fixed term of <<state number of years>> years and your employment as an Apprentice shall terminate on the expiry of that term unless previously terminated in accordance with the provisions of this agreement. The Company shall have no obligation to continue your employment beyond the end of your fixed term.

14.2. Irrespective of the term of your apprenticeship is for a fixed term, your employment may be terminated by the Company giving you notice in writing or by you giving the Company notice in writing 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 the

14.3.2. One additional completed year of employment from 2 completed years of employment; or
a minimum 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 material breach of your obligations as an employee;

14.5.2. You persistently fail to maintain a satisfactory level of conduct or performance in your role;

14.5.3. You cease to be a resident of the United Kingdom.

15. [The Company's Responsibilities]

15.1. The Company is responsible for your development and training.

15.2. The Company agrees to provide you with the opportunity to undertake projects of the designated trade as far as possible, subject to the necessary permits. The training must be provided by a competent person.

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 adequate supervision is available to you during your training.

15.6. The Company will provide you with the opportunity of your job role to provide an appropriate range of learning in accordance with the Training Plan.]

16. [The Apprentice's Responsibilities]

You are responsible:

16.1. To work for the Company in accordance with these terms and conditions of employment;

16.2. To undertake training and development as necessary, keep records, take tests to be determined by the Company and carry out such work as may be required in order to achieve the objectives specified in your Training Plan;

- 16.3. To promote the Company's safety at all times;
- 16.4. To complete all work in a timely manner and to the best of your ability at the designated time;
- 16.5. To adhere to the correct use of all protective clothing where issued;
- 16.6. To be punctual, diligent and to perform your duties in a responsible manner in accordance with the requirements of Health and Safety;
- 16.7. To report any accident or injury immediately to the Company and to the relevant authorities;
- 16.8. Not to interfere with a fellow employee's work or to do so if it is your job to do so, and to report any defects to <<Specify Job Title>>.

17. Confidential Information

You will not at any time either before or after the termination of your employment, use or divulge to any person, firm or Company any confidential information or trade secrets which you come into possession of in the proper course of your duties during your employment by the Company. This includes information identifying or relating to the Company's business, financial or technical domain.

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 are processing your data lawfully, securely and in accordance with applicable data protection laws. We shall at all times comply with all applicable data protection regulations and shall ensure that we are in compliance with all relevant data protection legislation. [Company's data protection policy is available on the Company's intranet and is subject to change from time to time in force.]

19. Changes to Terms and Conditions of Employment

The Company may amend the terms and conditions of your employment from time to time. Any such change will be notified to you personally in writing. The amended terms and conditions in this document [and in the Employee Handbook] and any such change will be generally applied, by notice.

20. Severability

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

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 prior to starting it.

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

Signed: _____ <<Insert Date>>

Employee:

I accept the terms of this Agreement

Signed: _____ <<Insert Date>>

[Signed: _____]