



# Apprenticeship Agreement Template

*This apprenticeship agreement is an example only and it's important that any agreement is specific to your business or organisation. For example, you may need DBS checks to be carried out, have specific health and safety requirements, need the apprentice to wear a uniform or handle cash.*

*Employers must pay for apprentices' study time and assessment time. You can choose to pay for revision time, accommodation and travel costs for attending college.*

APPROVED ENGLISH APPRENTICESHIP AGREEMENT dated \_\_\_\_\_

BETWEEN

**NAME AND ADDRESS OF EMPLOYER OR COMPANY**

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(the 'Employer' 'we' 'our' 'us');

and

**NAME AND ADDRESS OF APPRENTICE**

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('you').

## **Appointment**

This agreement is an approved English apprenticeship agreement and is a contract of employment and is not to be treated as being a contract of apprenticeship.

The Employer will employ you on the terms and conditions set out in this agreement.

Your employment (and your continuous employment) with us under this agreement will start on \_\_\_\_\_ and, subject to the terms of this agreement, will continue for the Practical Period and end on \_\_\_\_\_ unless terminated earlier by either you or the Employer giving no less than \_\_\_\_\_ weeks' notice.

No period of employment with any previous employer counts as part of your period of continuous employment with us.

Your appointment and your continuing employment are at all times conditional upon you being permitted to work in the UK and being able to demonstrate that you are permitted to work in the UK.

## **Duties**

You will be employed to work for us in the occupation\_\_\_\_\_.

You are required to perform your duties to the best of your abilities and promote our interests at all times. You must also comply with all reasonable and lawful management instructions given to you and follow all of our rules and procedures.

## **Training and assessment**

We will ensure that you receive On-the-job Training and Off-the-job Training, to assist you to achieve the Apprenticeship Standard.

During the term of this agreement, you will receive no less than \_\_\_\_\_ [hours OR days] of Off-the-job Training.

We will:

- grant you paid leave of absence from work for the purpose of attending Off-the-job Training and undertaking the Assessment;
- bear any enrolment, tuition and/or examination or assessment fees payable for Off-the-job Training and Assessment to the extent these are not funded by the Government;
- reimburse you for any reasonable travel, accommodation, living and other expenses you incur in attending Off-the-job Training and undertaking the Assessment;
- except where the requirements of its business dictate otherwise, permit you to take [paid OR unpaid] leave of absence from work for such period or periods as it may allow in order to study or revise for the Assessment.

You agree that we may ask South Devon College and your tutor about your progress and attendance at Off-the-job Training and the result of the Assessment.

You will continue to be paid your Salary during any period when you are absent from work in order to attend Off-the-job Training and/or undertake [study or revision or] the Assessment. You agree that we may withhold payment of or recover by deduction from your Salary the appropriate amount of Salary for any day in which you do not attend work and also do not attend the Off-the-job Training and/or undertake [study or revision or] the Assessment.

The Training Course is compulsory and we (and available funding) bear the cost of this training.

## **Probationary period**

Your employment is subject to satisfactory completion of a six month probationary period; during this period either you or the Employer may terminate your employment by giving one week's notice. During the probationary period, we will monitor your performance and conduct and your suitability for the role will be considered. We may extend this period if we consider it appropriate to do so.

## **Hours of work**

Your normal hours of work are \_\_\_\_\_ hours per week, from [9.00] am to [5.00] pm on [Monday to Friday] inclusive with a daily [paid OR unpaid] lunch break of [one hour].

Although your normal days and hours of work do not vary on a regular basis, we may vary your days and/or hours of work or the pattern of your normal hours from time to time, as we consider necessary to meet the needs of the business. *(OR if hours of work vary, contact the HR Dept to discuss the suggested wording that is appropriate for your business).*

**Overtime:** [insert details of overtime if applicable]

## **Salary**

Your salary will be £\_\_\_\_\_ per annum. Your salary accrues from day to day and is paid in arrears in 12 equal monthly instalments by electronic transfer on or around the \_\_\_\_\_ of each month.

## **OR**

Your rate of pay is £\_\_\_\_\_ per hour and is paid monthly in arrears on or about the \_\_\_\_\_ day of each calendar month.

At the Employer's discretion your salary may be reviewed annually and any increases will be notified to you in writing.

## **Deductions from Pay**

You agree that we may deduct any sums you owe the Employer (or sums owed to third parties by the Employer due to your actions) from any sums owed by the Employer to you, including your wages, bonus or holiday due to you. Such sums that may be deducted include, but are not limited to:

- overpayment of wages;
- fines or losses incurred by your actions;
- sums representing holiday taken in excess of entitlement;
- overpayment of expenses;
- sums due to your dishonesty;
- loans or salary advances made to you;
- losses incurred by the Employer due to your negligence, recklessness, dishonesty or through breach of the rules of the Employer or third parties;
- damage caused to or failure to return Employer or third party property; and
- any amount paid to you, which should not have been paid, due to unauthorised absence.

## **Place of work and mobility**

Your normal place of work will be at \_\_\_\_\_ but you may be required to perform your duties in such other place or places as the Employer may reasonably require from time to time and your normal place of

work as the Employer may decide.

## **Holiday**

The holiday year runs from \_\_\_\_\_ to \_\_\_\_\_ each year. You will receive 5.6 weeks' paid leave inclusive of the usual eight bank holiday days each holiday year. Holiday entitlement, including bank holidays, is pro rata for part time staff.

Holiday will be used in the following order, Working Time Directive holiday, Working Time Regulation holiday and, finally, any contractual holiday. Holiday must be taken and unused holiday entitlement cannot normally be carried forward to the following year.

Holiday must be taken at a time convenient to the Employer and no more than two weeks is to be taken at any one time. You must give at least one month's notice to request holiday. Whilst we will endeavour to agree requests there may be occasions where we are unable to. Please do not book any holiday arrangements until the request has been authorised.

## **Sickness**

In the event of any absence, you must personally contact your line manager by telephone (not by text) as early as possible on the first day of absence and certainly an hour before your start time. Only in exceptional circumstances, as determined by the Employer, should family or friends call on your behalf. Regular contact, as determined by us, during your absence is essential.

If you are ill for seven or less consecutive days (including non-working days), you must complete a self certification form. For longer periods of illness, a Doctor's certificate must be supplied and additional ones sent to cover the whole period of sickness.

Provided you comply with all the above requirements, you may be entitled to Statutory Sick Pay (SSP). No SSP is payable for the first three days of absence. Your qualifying days for SSP are your normal working days.

If you are absent due to incapacity caused by a third party or for an accident covered by insurance, any payments made by us under the Employer's Sick Pay Scheme will be a loan and you or your personal representatives must include in any claim you make against a third party or insurance company a claim in respect of that loan.

The Employer may, at any time(s) during your employment, require you to undergo a medical examination by your medical practitioner(s) or a medical practitioner we nominate. The Employer will usually also ask you to authorise the medical practitioner, as required by law and/or professional guidance, to disclose the results of any such examination and/or any medical report to us, including your prognosis, your likely recovery time and/or fitness to return to work and any recommended treatment, and to discuss these matters with us. The Employer will pay the reasonable expenses associated with taking these steps. If you do not undergo a medical examination when required to do so and/or agree to authorise disclosure of the above matters to us, it is likely that we will need to assess the position in light of the other evidence available to us (if any). This may have adverse consequences for your continuing employment.

The Employer reserves the right to require you to remain away from work if we reasonably believe that you are too unwell to attend work or to postpone your return to work after a period of absence, until we have received a report from a medical practitioner, or at our discretion a GP's fit note, confirming that you are fit to work or to return to work, such period of absence may be paid at the prevailing SSP rate.

Should you be incapacitated for work during any period of pre-booked holiday (whether in whole or in part) the Employer will, subject to the correct notification and certification requirements and providing such evidence of sickness as the Employer requires, pay SSP for the period of sickness. You must provide the Employer with a relevant medical certificate covering the period of incapacity.

### **Other paid leave**

You are eligible for other paid leave, at the applicable statutory rate, including maternity leave, adoption leave, paternity leave, parental leave, shared parental leave and bereavement leave, in accordance with our current policies, as amended from time to time, subject to your complying with the relevant statutory and other conditions and requirements in order to be entitled to the leave and pay. Copies of our policies are available from

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### **Resolving Problems**

The Employer may suspend an employee on full basic pay whilst investigating an incident or allegation.

Our Disciplinary and Grievance Procedure is [attached /set out in the Employer handbook]. For the avoidance of doubt this does not form part of your contract of employment. The Employer reserves the right to apply another disciplinary sanction, such as disciplinary transfer, disciplinary suspension without pay or demotion, in addition to or in place of another disciplinary sanction.

If you wish to raise a grievance, you may do so by writing to \_\_\_\_\_ in accordance with our non contractual grievance procedure.

If you are dissatisfied with any disciplinary decision taken in relation to you, including a decision to dismiss you, you should write to \_\_\_\_\_ in accordance with the non-contractual disciplinary procedure.

### **Pension**

If you are eligible, the Employer is required to enrol you automatically into a pension scheme. Details will be provided to you as required by the law and you agree to the employer deducting pension contributions from your Salary for this purpose.

### **Other benefits**

You are not entitled to any benefits other than those set out in this contract.

## **Expenses**

The Employer will reimburse to you all expenses reasonably incurred by you in the proper performance of your duties, provided that you provide receipts and claim the expenses on the correct form each month.

## **Termination of employment**

Nothing in this agreement will prevent the Employer from terminating your employment, without notice or payment in lieu of notice, in a case of gross misconduct justifying summary dismissal without notice, or if you cease to be permitted to work in the UK.

The Employer may terminate your employment under this agreement even if such termination results in you being unable to achieve the Apprenticeship Standard or you losing existing or prospective benefits under any scheme or arrangement provided or arranged by the Employer.

The Employer may pay you in lieu of your notice or remainder of your notice, such pay in lieu of notice shall be calculated at basic pay only.

## **Data Protection**

The Employer will process personal data and sensitive personal data (also known as 'special categories of personal data') relating to you in accordance with our Data Protection Policy and Data Protection Privacy Notice available from \_\_\_\_\_

You will comply with your obligations under our data protection policies and other relevant policies.

The Employer may transfer personal data and sensitive personal data outside the European Economic Area in accordance with our data protection privacy notice.

## **Other Employment**

You may not take up other employment, whether remunerated or not, without the prior approval of your manager.

## **Employer Property**

On termination of your employment you must deliver up to the Employer all property, confidential information, documentation, records, training material, discs, tapes or other software media belonging to the Employer which may be in your possession. You shall not, without the express written consent of the Employer, retain any copies.

## **Confidentiality**

You agree to keep secret and not at any time either during your employment or after its termination use, communicate or reveal to any person, any secret or confidential information, including business, structure or financial information, concerning the Employer, its suppliers or clients which shall have come to your knowledge during the course of your employment. You shall also use your best

knowledge during the course of your employment. You shall also use your best endeavours to prevent the publication or disclosure of such information. Nothing in this agreement shall prevent you from making a protected disclosure or relevant pay disclosure.

### **Variation**

The Employer reserves the right to make reasonable changes to these and any other agreed terms and conditions of employment. Minor changes of detail may be made from time to time and will be effected by a general notice to employees. You will be given not less than one month's written notice before significant changes are made.

### **Definitions**

In this agreement:

'Apprenticeship Standard' means the approved apprenticeship standard for the Occupation as published by the Skills Funding Agency;

'Assessment' means any external examination or assessment required to achieve the Apprenticeship Standard;

'On-the-job Training' means training received by you during your normal working hours for the sole purpose of enabling you to perform your duties under this agreement;

'Off-the-job Training' means any training, internal or external (which is not On-the-job Training) received by you during your normal working hours that the Employer may consider necessary for you to undertake in order to achieve the Apprenticeship Standard;

'Occupation' means the job role or occupation of apprentice [insert relevant job role or occupation \_\_\_\_\_] in the [insert description \_\_\_\_\_] sector;

'Practical Period' means the period of \_\_\_\_\_ months for which you are expected to work and receive training under this agreement.

### **Entire agreement**

This agreement is the entire agreement between you and the Employer and replaces all previous agreements and arrangements (whether written or oral, express or implied) relating to your employment by the Employer. Any such previous agreements and arrangements will be deemed to have been terminated by mutual consent as from the date of this agreement.

The information contained in this agreement contains the particulars required for a written statement under section 1 of the Employment Rights Act 1996.

Signed for and on behalf of **EMPLOYER NAME** \_\_\_\_\_

Signed.....

DATE:.....

**Director/Authorised Signatory**

**EMPLOYEE:**

I agree to the above terms and acknowledge receipt of the information required for a written statement of particulars under the Employment Rights Act 1996.

Signed:.....

DATE:.....

**APPRENTICE NAME** \_\_\_\_\_



For a bespoke contract or more information, please contact the HR Dept on **helena.white@hrdept.co.uk** or call **0345 2004178**