

[ON HEADED NOTEPAPER OF EMPLOYER]

[APPRENTICE'S NAME AND ADDRESS]

[DATE]

Dear [APPRENTICE'S NAME],

English apprenticeship agreement

I am delighted that you have agreed to join us as an apprentice. Please read this letter carefully as it contains the terms of your employment as an apprentice. If you have any questions about the contents of this letter, please do not hesitate to speak to me before signing.

1. Commencement of employment

- 1.1 Your employer is [EMPLOYER'S NAME] (**Company** or **we**). Your employment with the Company [commences **OR** commenced] on [DATE]. [No employment with a previous employer counts towards your period of continuous employment with the Company **OR** Your employment with [NAME], which commenced on [DATE], counts towards your period of continuous employment with the Company].
- 1.2 The first [NUMBER] month[s] of your employment shall be a probationary period during which your employment may be terminated on [one week's] prior notice. We may, at our discretion, extend this period for up to a further [NUMBER] months. During this probationary period your performance and suitability for continued employment will be monitored. [At the end of your probationary period you will be informed in writing if you have successfully completed your probationary period.]

2. Your role as an apprentice

- 2.1 You agree to work for the Company and are employed as an apprentice. You will report to [NAME]. [Your duties are set out in the attached job description.]
- 2.2 You will have regular meetings with your mentor who is [NAME] to review your progress, agree targets for your apprenticeship and discuss any problems or issues you may have.
- 2.3 The Secretary of State has published an approved apprenticeship standard [see Appendix 1] for the sector in which you will be working, which is [NAME OF SECTOR]. The approved apprenticeship standard is the standard which applies in relation to the work to be done under this apprenticeship. You will receive training to help you achieve the approved apprenticeship standard in relation to the work done for the Company under this agreement.
- 2.4 [We recognise that your role as an apprentice means that we are responsible for ensuring you receive training and support within the workplace. Furthermore, we appreciate that initially you will not have the same level of experience, skills and knowledge as other employees. However, we require you to meet satisfactory levels of conduct and performance relevant to your role and will take disciplinary action (up to and including immediate dismissal) if you unreasonably fail to meet such standards.]

- 2.5 You may be required to undertake such other duties as we may from time to time reasonably require.
- 2.6 You confirm and warrant that you are entitled to work in the UK without any additional immigration approvals and will notify the Company immediately if you cease to be so entitled at any time during your employment with the Company.
- 2.7 You shall not work for anyone else while you are employed by the Company.

3. Place of work

- 3.1 Your normal place of work is [LOCATION] or such other place within [REASONABLE AREA] as we may from time to time reasonably require [(on either a temporary or a permanent basis)]. [We will give you reasonable notice of a permanent change to your place of work.]
- 3.2 You will not be required to work outside the UK for more than one month during the term of your employment.

4. Salary

- 4.1 Your [basic] salary is £[AMOUNT] per year which shall accrue from day to day at a rate of 1/260 of your annual salary and be payable [monthly] in arrears [on or about the [DATE] of each month] directly into your bank or building society account. [Section 2 of the Apportionment Act 1870 does not apply to this contract.]
- 4.2 We shall deduct from your salary all deductions required by law [including pension contributions which may be required to be deducted under the auto-enrolment regime applicable to the Company]. We shall also be entitled to deduct from your salary or other payments due to you any money that you may owe to the Company at any time.

5. Hours of work, training and rules

- 5.1 Your normal hours of work are between [TIME] and [TIME] [Mondays] to [Fridays] inclusive with a lunch break of one hour. You may be required to work such additional hours as may be necessary for the proper performance of your duties without extra pay.
- 5.2 The practical period of your apprenticeship will be [12] months from the date of this agreement. You will spend [20%] of your time over the course of your apprenticeship on "off-the-job" training. This will take place during normal working hours.
- 5.3 You are required to attend a training course run by [one of our nominated learning providers **OR** [NAME OF LEARNING PROVIDER]]. We will release you from your duties to attend such training as is reasonably required to complete your apprenticeship and attain [RELEVANT LEVEL OF QUALIFICATION]. It is envisaged that this external training will be [[NUMBER] hours **OR** on [DAY(S)]] each week. Please ensure that you provide [NAME] with full details of your intended absences to attend such training as soon as you know your timetable and in any event at least [NUMBER] weeks in advance.

- 5.4 [The Company may, at its discretion, contribute towards some or all of your training costs. You agree that if your employment terminates after the Company has incurred liability for the cost of your training [but before the end of the Fixed Term] you will be liable to repay some or all of the fees, expenses and other costs paid by the Company and not met by government funding or that the Company cannot recover from the learning provider **(Costs)** associated with such training courses in accordance with clause 5.5.]
- 5.5 [Except in the circumstances set out in clause 5.6, you shall repay the Company as follows:
- (a) if you cease employment before you attend the training course but the Company has already incurred liability for the Costs, [100]% of the Costs shall be repaid;
 - (b) if you cease employment between one and six months of commencing the training course, [80]% of the Costs shall be repaid;
 - (c) if you cease employment between six and 12 months after commencing the training course, [50]% of the Costs shall be repaid; or
 - (d) if you cease employment between 12 and 18 months after commencing the training course, [25]% of the Costs shall be repaid.
- Thereafter, no repayment shall be required.]
- 5.6 [You shall not be required to repay any of the Costs under this clause 5 where your employment is terminated by the Company by reason of redundancy or long-term sickness or in circumstances where an employment tribunal finds that you have been constructively dismissed.]
- 5.7 [You agree to the Company deducting the sums under this clause from your final salary or any outstanding payments due to you.]
- 5.8 [You agree that if the Company waives your obligation to repay the Costs under this clause, you will be solely responsible for any income or other tax payable as a result of the waiver and you shall indemnify the Company on a continuing basis in relation to any such tax.]
- 5.9 You must at all times to comply with our rules, policies and procedures in force from time to time[, including those contained in the Staff Handbook, [a copy of which has been given to you **OR** which is available from [POSITION] **OR** which is available on our intranet]].

6. **Holidays**

- 6.1 You are entitled to [NUMBER] days' paid holiday during each holiday year. [This includes **OR** In addition you are entitled to take] [the usual] public holidays [in England and Wales]] [or a day in lieu where we require you to work on a public holiday]. The Company's holiday year runs between [DATE] and [DATE]. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year shall be calculated on a pro-rata basis [rounded up to the nearest [whole **OR** half] day].
- 6.2 Holiday dates must be agreed by [POSITION] in writing in advance. We may require you to take holiday on specific days which will be notified to you.

- 6.3 You cannot carry untaken holiday entitlement forward from one holiday year to the following holiday year unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity leave, paternity, adoption, parental or shared parental leave. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the leave year that has just ended. Any such carried over holiday which is not taken within 18 months of the end of the relevant holiday year will be lost].
- 6.4 We shall not pay you in lieu of untaken holiday except on termination of employment. The amount of such payment in lieu shall be 1/260th of your full-time equivalent salary for each untaken day of your entitlement.
- 6.5 If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct the excess holiday pay from any payments due to you calculated at 1/260th of your full-time equivalent salary for each excess day.

7. Incapacity

- 7.1 If you are absent from work due to incapacity you must notify [POSITION] of the reason for your absence as soon as possible but no later than [TIME] on the end of the first day of absence.
- 7.2 In all cases of absence, a self-certification form, which is available [on the Company's intranet **OR** from [POSITION]], must be completed on your return to work and supplied to [POSITION]. For any period of incapacity which lasts for seven consecutive days or more a doctor's certificate stating the reason for absence must be obtained and supplied to [POSITION]. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.
- 7.3 If you are absent from work for more than [three] days by reason of incapacity and you satisfy the relevant requirements, you will be entitled to statutory sick pay. Your qualifying days for statutory sick pay purposes are [Monday] to [Friday].
- 7.4 [During any period of absence due to incapacity, the level of contributions in respect of your membership of the [NAME] Pension Scheme may continue, subject to the relevant pension scheme rules in force at the time of your absence.]

8. Termination and notice period

- 8.1 You are employed for a fixed term of [NUMBER] years (the Fixed Term) and your employment as an apprentice shall terminate on [DATE], unless previously terminated in accordance with the terms of this agreement. The Company shall have no obligation to continue to employ you at the end of the Fixed Term.
- 8.2 Either party may terminate this agreement before the end of the Fixed Term by giving to the other party in writing the following notice:
- (a) if you have less than two years' continuous employment: [one week's] notice; and

- (b) if you have more than two years' continuous employment: one week's notice for each complete year of continuous employment up to a maximum of 12 weeks' notice.

8.3 [We may at our discretion terminate your employment without notice and make a payment of basic salary in lieu of notice.]

8.4 We shall be entitled to dismiss you at any time without notice [or payment in lieu of notice] if:

- (a) you commit a serious breach of your obligations as an employee;
- (b) you persistently fail to meet a satisfactory level of conduct or performance relevant to your role as an apprentice;
- (c) you fail to maintain sufficient college attendance and/or you fail to attain the necessary standard required by the relevant learning provider for you to proceed with your training (for example by failing an exam); or
- (d) you cease to be entitled to work in the United Kingdom.

9. Disciplinary and grievance procedures

9.1 Your attention is drawn to the disciplinary and grievance procedures applicable to your employment, which are contained in the Company's Policies available from [POSITION]]. These procedures are not a term of your contract of employment and may be subject to change by the Company at any time.

9.2 If you wish to appeal against a disciplinary decision, you may apply in writing to the Managing Director in accordance with our disciplinary procedure.

9.3 We reserve the right to suspend you with pay for no longer than is necessary to investigate allegations of misconduct against you or so long as is otherwise reasonable while any disciplinary procedure against you is outstanding.

9.4 If you wish to raise a grievance you may apply in writing to the Managing Director in accordance with our grievance procedure.

10. Pensions

The Company will comply with the employer pension duties in accordance with Part 1 of the Pensions Act 2008.

11. Data protection

11.1 [The Company will collect and process information relating to you in accordance with the privacy notice which is [on the intranet OR annexed to this agreement].]

11.2 You shall comply with the [Privacy standard **OR** Data protection policy] when handling personal data in the course of employment including personal data relating to any other apprentice, employee, worker, contractor, customer, client, supplier or agent of the Company. You will also comply with the Company's [IT and communications systems

policy,] [Social media policy,] [Bring your own device to work (BYOD) policy,] [ANY OTHER POLICY].

- 11.3 Failure to comply with the [Privacy standard **OR** Data protection policy] or any of the policies listed above in clause 11.2 may be dealt with under the Company's disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

12. **Collective agreement**

[There is no collective agreement that directly affects your employment.

OR

The collective agreement between [NAME] and [NAME] dated [DATE], a copy of which [you have been given **OR** is available from [POSITION]], directly affects your employment.]

13. **Changes to your terms of employment**

We reserve the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

14. **Confidential information**

- 14.1 You shall not use or disclose to any person either during or at any time after your employment with the Company any confidential information about the business or affairs of the Company [or any of its business contacts], or about any other matters which may come to your knowledge in the course of your employment. For the purposes of this clause 14, **confidential information** means any information or matter which is not in the public domain and which relates to the affairs of the Company [or any of its business contacts].

- 14.2 The restriction in clause 14.1 does not apply to:

- (a) prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
- (b) use or disclosure that has been authorised by the Company, is required by law or by your employment.

15. **Company property**

- 15.1 All documents, manuals, hardware and software provided for your use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company.
- 15.2 Any Company property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to [POSITION] at any time on request and in any event before the termination of your employment with the Company.

16. Third party rights

No person other than you and the Company may enforce any terms of this agreement.

17. Employment status

- 17.1 This letter contains the particulars of your employment which the Company is required to give you by section 1 of the Employment Rights Act 1996.
- 17.2 We intend the contents of this letter to be an approved apprenticeship agreement within the meaning of the Apprenticeships, Skills, Children and Learning Act 2009. Therefore, this agreement will be a contract of employment and **not** a contract of apprenticeship and you will be treated at all times and for all purposes as an employee of the Company and shall owe the same duties to the Company as its other employees.

18. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Please indicate your acceptance of these terms by signing and returning to me the attached copy of this letter.

Yours sincerely,

.....

For and on behalf of [EMPLOYER]

I agree to the above terms and the (non-contractual) policies listed below .

.....

[APPRENTICE]

.....

Date

List of (non-contractual) Company Policies and Procedures

These policies apply to your employment; it is your responsibility to read and comply with these policies.

1. Equal Opportunities
2. Disciplinary
3. Grievance
4. Data Protection
5. GDPR & GDPR Privacy
6. Holiday Policy
7. Sickness & Absence Policy