<Employer Name>>

**Apprenticeship Agreement**

<<Employee Name>>

Date

**APPRENTICESHIP AGREEMENT**

**BETWEEN**

(1) <<Name of Employer>> of <<Address>> (hereinafter referred to as “the Employer”)

(2) <<Name of Apprentice>> of <<Address>> (hereinafter referred to as “you” or “Apprentice”)

**IT IS AGREED** as follows:

**1** General

1.1 This document is a statement of the main terms and conditions of employment which govern your service with the Employer. Your service with the Employer 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 in the terms set out in this document, the terms of the Offer letter will prevail, except where expressly stated to the contrary

1.2 The Employer agrees to accept the Apprentice as an apprentice in the designated trade/profession of <<Insert Trade/Profession>>.

1.3 The Apprentice agrees to serve the Employer as an apprentice in the designated trade for the term of this agreement.

* 1. This agreement is entered into in connection with a qualifying Apprenticeship Framework <<specify relevant qualifying Apprenticeship Framework>>.
	2. The Employer and the Apprentice have agreed to an Individual Training Plan, attached at Schedule 1 (the ‘Training Plan’).

1.6 The training provider in relation to the apprenticeship is <<name of training provider>> (the ‘Training Provider’).

1. Duties and Job Title
	1. You are employed as a <<Job title, Apprentice>>. You will be responsible to <<specify job title>>. Details of your main duties are attached at Schedule 2 hereto.
	2. You will also be required to undertake such duties and responsibilities as may be determined by the Employer from time to time. The Employer reserves the right to vary your duties and responsibilities according to the needs of the Employer’s business and to meet the needs of your Apprenticeship, in agreement with you.
	3. In your role as an apprentice, you will carry out a <<state time period e.g. one-year>> <<specify level e.g. Intermediate Level>> Apprenticeship, with training as set out in your Training Plan. The Employer will provide you with, as far as is reasonably practicable, the experience and training needed for you to achieve the requirements of your apprenticeship.
2. Date of Commencement
	1. Your <<state time period e.g. one-year>> <<specify level e.g. Intermediate Level>> Apprenticeship with us will begin on <<Date>>.
	2. [Your employment with the Employer will begin/began on <<Date>>. No employment with a previous employer counts as part of your period of employment.]

**OR**

[Your employment with <<name of previous employer>>, which began on <<Date>> will count as part of your period of employment with us.]

* 1. In accepting your appointment it shall be deemed that you have accepted all the terms and conditions set out in this Apprenticeship Agreement.
	2. This Apprenticeship Agreement annuls any previous agreement whether verbal or written given to you at any time.
	3. Your employment with the Employer is subject to a satisfactory risk assessment that the Employer will carry out before the date of commencement.
1. Fixed Term
	1. It is envisaged that this Agreement will be for a fixed term from the date of commencement until you have acquired the necessary qualifications and skills as set out in the Training Plan, and have completed your apprenticeship to the satisfaction of the Employer. It is expected that the apprenticeship will be completed within <<state period e.g. one year>>, unless terminated early
		1. by you or the Employer, or
	2. as otherwise agreed between you, the Employer and the Training Provider, because you have satisfactorily completed your apprenticeship early.
	3. On successful completion of your apprenticeship the Employer aims to provide you with employment, subject to there being a suitable vacancy.
	4. The Employer reserves the right to terminate your employment upon the successful completion of your apprenticeship. Your employment with the Employer is therefore likely to end when your apprenticeship ends.
	5. The fixed term is subject to the provisions of Clause 18 below.
2. Hours of work
	1. Your normal working hours will be from <<Time>> to <<Time>>, [Monday to Friday] [5 days a week]. In accordance with your Training Plan you are required to attend training at the Training Provider for a minimum of << 1 >> day per week and such training will be during your normal working hours. This training is in order to prepare you for achieving a Level <<state level>> Competence Qualification in your Apprenticeship. Your attendance at the Training Provider will be as arranged and agreed between you, the Employer and the Training Provider. When you are not attending the Training Provider, you are required to spend all your normal hours of work at work.
	2. In the event that you are required to work on either Saturday or Sunday the Employer will ensure that:

5.2.1 If you are under 18 you will receive at least one uninterrupted rest period of at least 48 hours in every 7 days; or

5.2.2 If you are over 18 you will receive at least one uninterrupted rest period of at least 24 hours in every 7 days or 48 hours in a fortnight.

5.3 Your daily work schedule must not ordinarily exceed 8 hours a day or 40 hours per week.

5.4 If you are under the age of 18 you will be given a break of at least 30 minutes, which you must take, after 4 and a half hours work on any day.

* 1. If you are over the age of 18 you will be given a break of at least 20 minutes, which you must take, after 6 hours work on any day.
	2. It may be necessary to adjust your working hours to suit the needs of the Employer. This will be done entirely at the Employer’s discretion although the Employer will endeavour to give you at least <<1 week's>> notice in advance of any changes. This will be done after consultation with you.
	3. In exceptional circumstances the Employer will only increase the number of hours you work to more than 8 per day or 40 per week where:
		1. It is necessary to meet the demands of the Employer’s business;
		2. The work does not affect your education or training;
		3. You are allowed a period of rest as compensation.
	4. In the event that the Employer requires you to work at night you will not be required to work <<more than 8>> hours in any 24 hour period and you will be entitled to a health and capabilities assessment.
	5. In the event that you reach your 18th birthday whilst still in the Employer’s employment your hours of work will alter as follows: <<insert terms>>.
1. Place of work

Your normal place of work will be at <<Address>>. In accordance with your Training Plan you will be required to attend training at <<Address>>. [However on occasions you may be required to travel to other locations.]

1. Remuneration

7.1 Your rate of pay is £<<insert sum, per [hour/week/annum]>>, which includes any payment during approved training courses with the Training Provider in accordance with your Training Plan.

7.2 If you fail to attend a scheduled approved training course without authorisation, you must notify the Employer immediately and the Employer will not pay you for the hours of your non-attendance.

7.3 You will be paid [monthly] [weekly] in arrears on the last day of the [calendar month] [working week].

7.4 [Your normal rate of pay will be reviewed <<after 6 months>> entirely at the Employer’s discretion.]

7.5 [In the event that you reach your 18th birthday whilst still in the Employer’s employment your hourly/weekly rate of pay will increase as follows: <<insert terms>>]

1. Holidays
	1. [You are entitled to <<E.g. Minimum 28>> working days holiday in each complete calendar year inclusive of statutory and public holidays, pro rata in accordance with Clause 5. All statutory and public holidays on which you are scheduled to work must be taken as holiday within this entitlement.]

 **OR**

[You are entitled to <<E.g. Minimum 28>> working days holiday in each complete calendar year inclusive of statutory and public holidays, pro rata in accordance with Clause 5. This entitlement provides for all statutory and public holidays which you may be required to work according to << e.g. Employer needs, staff rota >>.]

8.2 The holiday year commences on << >> << >> and finishes on << >> << >> each year.

8.3 If your employment commences or finishes part way through the holiday year, your holiday entitlement will be prorated accordingly.

8.4 If, on termination of employment:-

8.4.1 you have exceeded your prorated holiday entitlement, the Employer will deduct a payment in lieu of days holiday taken in excess of your prorated holiday entitlement, on the basis of 1/260th, and you authorise the Employer to make a deduction from the payment of any final salary.

8.4.2 you have holiday entitlement still owing, the Employer may, at its discretion, require you to take your holiday during your notice period or make a payment in lieu of untaken holiday entitlement

8.5 Holidays must be taken at times convenient to the Employer. You must obtain approval of proposed holiday dates in advance from <<specify job title>>. You will not be allowed to take more than two weeks at any one time, save at the Employer’s discretion. You must not book holidays until your request for approval has been formally agreed.

8.6 All holiday must be taken in the year in which it is accrued.

8.7 If you are sick or injured while on holiday, the Employer will allow you to transfer to sick leave and take replacement holiday at a later date. This is strictly subject to the following:

 8.71 You must contact <<specify job title>> in person
and by telephone (if possible) as soon as you know that your holiday will be affected by sickness or injury;

 8.72 The full period of your incapacity due to sickness or injury must be certificated by a qualified medical practitioner, where it exceeds seven days; and

 8.73 Within 5 days of your return to work, you must confirm in writing how much of your holiday was affected by sickness or injury and the amount of leave you wish to take at another time. This written notification must be sent to <<specify job title>>.

1. Sickness Absence
	1. In the event of your absence for any reason you or someone on your behalf should contact <<specify job title>> at the earliest opportunity by <<state time>> on the first day of the absence to inform him/her of the reason for absence. You must inform the Employer as soon as possible of any change in the date of your expected return to work.
	2. A self-certification form should be completed for absences of up to seven days. The form will be supplied to you.
	3. For periods of sickness of more than seven consecutive days, including weekends, you will be required to obtain a Statement of Fitness for Work (‘Fit Note’) / Medical Certificate and send this to <<specify job title>>. A Fit Note / Medical Certificate should be sent to the Employer to cover the period of your sickness absence from work.
	4. **EITHER - When there is no contractual right to sick pay; employee will only receive SSP use this clause:-**

[If you are absent for four or more days by reason of sickness or incapacity, you are entitled to Statutory Sick Pay (SSP), provided that you have met the requirements above. For the purposes of the SSP scheme the ‘qualifying days’ are <<state days e.g. Monday to Friday>>. There is no contractual right to payment in respect of periods of absence due to sickness or incapacity. Any such payments are at the discretion of the Employer.]
 **OR – When the Employer operates an Occupational sick pay scheme, use this clause:-**

[If you are absent through sickness or incapacity, and you have complied with the requirements above, you will be paid Occupational sick pay, for up to a maximum of << >> days in any calendar year. Occupational sick pay is equal to normal basic salary. Thereafter you will receive Statutory Sick Pay in accordance with the law.]

* 1. The Employer has the right to monitor and record absence levels and reasons for absences. Such information will be kept confidential.
	2. The Employer may require you to undergo a medical examination by a medical practitioner nominated by us at any stage of your employment, and you agree to authorise such medical practitioner to prepare a report detailing the results of the examination, which you agree may be disclosed to the Employer. The Employer will bear the cost of such medical examination. Such an examination will only be requested by the Employer where it is reasonable to do so.
1. Maternity and Paternity Rights

The Employer will comply with its statutory obligations with respect to maternity and paternity rights and rights dealing with time off for dependants. The Employer’s policies in this regard are available on request from <<specify job title>>.

1. Pension

**EITHER**

[There are no pension arrangements applicable to your employment.]

**OR**

[The designated pension scheme is <<name>>.  Details can be found in <<State where e.g. Staff handbook>> or obtained from <<specify job title>>.][The Employer will make a contribution of <<state %>> of your salary. You may contribute up to <<state %>> of your salary.]

***OR***

**[**If you are eligible, the Employer will auto-enrol you into a pension scheme, in accordance with the Employer’s pension auto-enrolment obligations.

Full details of the scheme will be provided when you are enrolled, including the minimum contribution level that you will be required to make and your right to opt out if you do not want to join the scheme. While participating in the scheme, you agree to worker pension contributions being deducted from your salary.

The scheme is subject to its rules as may be amended from time to time, and the Employer may replace the scheme with another pension scheme at any time.**]**

 **11.1** A contracting out certificate is [not] in force.

1. [Mobility

You may be required to travel on Employer business anywhere in the UK.]

1. Collective agreements

[There are no collective agreements relevant to your employment.]

OR

[Your employment is subject to the following collective agreement <<specify relevant agreement>>.]

1. Grievance Procedure

The formal Grievance Procedure Policy is available on request from <<state job title>>.

1. Disciplinary Procedure

The disciplinary rules applicable to your employment are set out in the attached Disciplinary Rules and Procedure policy.

1. Employment Handbook and Employment Policies

All Staff have a duty to adhere to the Employer’s other policies in force, including but not exclusive to the Employer’s Health and Safety, Fire Safety, Sickness and Absence and Equal Opportunities Policies.

1. Termination of Apprenticeship Contract
	1. This contract of employment will terminate either at successful completion of the apprenticeship, or during the term of the apprenticeship for gross misconduct or consistent failure to meet the required standards of learning and work performance.
	2. Irrespective of the fact that your apprenticeship is for a fixed term, your employment may be terminated earlier at any time by the Employer giving you or by you giving the Employer the notice set out in clause 18.3.
	3. The notice required by either you or the Employer to terminate your employment will be:
		1. one week's notice if you have been continuously employed for up to 2 years; and then
		2. one additional week’s notice for each completed year of employment from 2 completed years up to a maximum of 12 weeks’ notice
	4. Should dismissal be considered, the Employer will apply the ACAS Code of Practice and follow the recommended steps in regards to Disciplinary and Grievance procedures.
	5. The Employer reserves the right in its absolute discretion to pay you salary in lieu of notice.

1. [The Employer’s Responsibilities
	1. The Employer is responsible for your placement and training.
	2. The Employer agrees to train you in all aspects of the designated trade as far as its facilities and the scope of its business permit. The training must be provided by a <<Skilled Tradeperson>>
	3. The Employer will maintain a full and accurate record of your attendance.
	4. The Employer will provide you with the means for you to maintain a record of your training under the Training Plan.
	5. The Employer will carry out an initial induction and ensure that adequate supervision is available at all times.
	6. The Employer will plan the development of your job role to provide an appropriate range of tasks and scope for learning in accordance with the Training Plan.]

1. [The Apprentice’s Responsibilities

You are responsible:-

* 1. to work for the Employer in accordance with these terms and conditions of employment,
	2. to undertake training, attend courses where necessary, keep records, take tests to be determined by the Employer, and carry out such work as may be required in order to achieve the outcomes specified in your Training Plan,
	3. to promote the Employer’s best interests at all times,
	4. to complete all work assignments to the best of your ability at the designated time,
	5. to adhere to the correct dress code, and wear protective clothing where issued,
	6. to be punctual, diligent and behave in a responsible manner in accordance with the requirements of Health and Safety legislation,
	7. to report any accident, injury or work related ill-health to <<specify job title>>, and
	8. not to interfere with any equipment, unless it your job to do so, and to report any defects to <<insert job title>>.]

1. Confidential Information

You will not at any time either during your employment or afterwards use or divulge to any person, firm or Employer, except in the proper course of your duties during your employment by the Employer, any confidential information identifying or relating to the Employer, details of which are not in the public domain.

1. Copyright, Inventions and Patents
	1. All records, documents, papers (including copies and summaries thereof) and other copyright protected works made or acquired by you in the course of your employment shall, together with all the world-wide copyright and design rights in all such works, be and at all times remain the absolute property of the Employer.
	2. You hereby irrevocably and unconditionally waive all rights granted by Chapter IV of Part I of the Copyright, Designs and Patents Act 1988 that vest in you (whether before, on or after the date hereof) in connection with your authorship of any copyright works in the course of your employment with the Employer, wherever in the world enforceable, including without limitation the right to be identified as the author of any such works and the right not to have any such works subjected to derogatory treatment.
2. Data Protection

You agree to the Employer holding and processing, both electronically and manually, personal data about you (including sensitive personal data as defined in the Data Protection Act 1998) for the operations, management, security or administration of the Employer and for the purpose of complying with applicable laws, regulations and procedures.

1. Changes to Terms and Conditions of Employment

Following consultation and agreement with you, the Employer may amend, vary, or terminate the terms and conditions in this document <<and in the Employee/Staff Handbook/Manual>> and any such change will be notifiedto you personally in writing or, when generally applied, by notice.

1. Severability

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

25 Jurisdiction

This Agreement shall be governed by and construed in accordance with Scots Law and Scottish Courts.

Issued for and on behalf of <Employer Name>>

Signed: ……………………………………… Date:

**Employee**

I hereby warrant and confirm that I am not prevented by previous employment terms and conditions, or in any other way, from entering into employment with the Employer or performing any of the duties of employment referred to above. I accept the terms of this Agreement.

Signed: ………………………………………… Date:

 <<Name of Employee>>

[Signed: ………………………………………… Date:

 <<Name of Parent or Guardian>>]

**Schedule 1 – Individual Training Plan**

**Schedule 2 – Apprenticeship Duties**