

APPRENTICESHIP AGREEMENT TEMPLATE

An apprenticeship agreement must be in place at the start of the apprenticeship.

The purpose of the apprenticeship agreement is to identify:

- the skill, trade or occupation for which the apprentice is being trained;
- the apprenticeship standard or framework connected to the apprenticeship;
- the dates during which the apprenticeship is expected to take place; and
- the amount of off the job training that the apprentice is to receive.

Before completing the template, please see the notes and references provided on the following two pages.

Apprenticeship Particulars:

Apprentice name:	
Skill, trade or occupation for which the apprentice is being trained:	
Relevant apprenticeship standard/framework and level:	
Place of work (employer):	

Start date of apprenticeship (see note 3):		End date of apprenticeship (see note 3):	
Start date of practical period (see note 4):		Estimated end date of practical period (see note 4):	
Duration of practical period (see note 4):		Planned amount of off-the-job training (hours) (see notes 9 and 10):	

Signatories:

Apprentice:		Date:
Employer:		Date:

Attached to this document should be a commitment statement. The commitment statement includes what the apprentice, employer and training provider can expect from each other. For example, it will specify the off-the-job training the apprentice will receive.

APPRENTICESHIP AGREEMENT

Notes and references

1. The apprenticeship agreement

The apprenticeship agreement is a statutory requirement for the employment of an apprentice in connection with a recognised apprenticeship framework or approved apprenticeship standard. It forms part of the individual employment arrangements between the apprentice and the employer; it is a contract of service (i.e., a contract of employment) and not a contract of apprenticeship. If all the requirements of section 1 of the Employment Rights Act 1996 are complied with, the apprenticeship agreement can also serve as the written statement of particulars of employment. You are not required to use this template, but the requirements of the legislation as described below must be met when you form your apprenticeship agreement.

2. Why an apprenticeship agreement is required

The Apprenticeships, Skills, Children and Learning Act 2009 (ASCLA) introduced the requirement for an apprenticeship agreement to be in place when engaging an apprentice under a statutory apprenticeship. The requirements for an apprenticeship agreement in relation to a framework apprenticeship can be found in section 32 of ASCLA (as repealed and saved) and the Apprenticeships (Form of Apprenticeship Agreement) Regulations 2012. In relation to standards the requirements can be found in section A1 of ASCLA (as amended by the Enterprise Act 2016) and the Apprenticeships (Miscellaneous Provisions) Regulations 2017.

3. When the apprenticeship agreement must be in place

An apprenticeship agreement must be in place when an individual starts a statutory apprenticeship programme and should remain in place throughout the apprenticeship. The end date, for standards, is when the end-point assessment has been completed. The end date, for frameworks, is when the final relevant qualification has been completed.

4. The 'practical period'

The practical period is the period for which an apprentice is expected to work and receive training under an approved English apprenticeship agreement. The practical period does not include the end-point assessment. For the purpose of meeting the Education and Skills Funding Agency funding requirements, the start date of the practical period must be the same as the start date on the commitment statement, the Individual Learner Record and the Apprenticeship Service account, if applicable.

5. In certain circumstances, an apprenticeship can be completed without an apprenticeship agreement being in place

To *commence* a statutory apprenticeship (when an individual starts their apprenticeship programme) it is a legal requirement that an apprenticeship agreement be in place. The two circumstances in which an apprentice can complete a statutory apprenticeship without an apprenticeship agreement are where (i) they are holding office as an apprentice police constable, or as an apprentice minister of a religious organisation; or (ii) where they have been made redundant with less than six months of their apprenticeship's practical period left to run.

6. Who needs to sign the apprenticeship agreement?

The employer and the apprentice need to sign the agreement – it is an agreement between these two parties only. Training providers sign a separate commitment statement which outlines the planned content and schedule for training, what is expected of and offered by the employer, provider and the apprentice, and how to resolve queries or complaints.

7. What you need to do with the signed agreement

You (the employer) must keep the agreement for the duration of the apprenticeship and give a copy to the apprentice and the training provider.

8. Information needed in an apprenticeship agreement

The apprenticeship agreement must comply with the requirements as provided in ASCLA.

For frameworks, it must:

- be a written statement of particulars given to the employee in compliance with section 1 of the Employment Rights Act;
- be governed by the law of England and Wales; and
- specify that it is entered into in connection with a qualifying apprenticeship framework.

For standards, it must:

- provide for the apprentice to work for the employer for reward in an occupation for which a standard has been published by the Institute for Apprenticeships;
- provide for the apprentice to receive training in order to assist the apprentice to achieve the standard in the work done under the agreement;
- specify the apprenticeship's practical period; and
- specify the amount of off-the-job training the apprentice is to receive.

9. Specifying the amount of off-the-job training

This is a requirement of the Apprenticeships (Miscellaneous Provisions) Regulations 2017. Off-the-job training is a critical requirement of apprenticeships and, in order to meet the Education and Skills Funding Agency's funding rules, this must be at least 20% of the apprentice's paid hours over the total duration of the apprenticeship (until gateway for standards). Off-the-job training can only be received by an apprentice during their normal working hours. Maths and English, up to and including level 2, does not count towards the minimum 20% off-the-job training requirement. The amount of off-the-job training should be agreed with the main provider. The provider must account for relevant prior learning the apprentice has received, and reduce the content and duration of off-the-job training as necessary to achieve occupational competence. All apprenticeships must be of minimum duration of 12 months and include at least 20% off-the-job training.

10. Off-the-job training definition

Off-the-job training is defined as training which is received by the apprentice, during the apprentice's normal working hours, for the purpose of achieving the standard or framework connected to the apprenticeship. It is not training received by the apprentice for the sole purpose of enabling the apprentice to perform the work to which the apprenticeship agreement relates. More information, including examples of off-the-job training, can be found on gov.uk¹.

11. The apprenticeship agreement does not mean a change to existing contracts or terms and conditions

Any apprenticeship entered into before 15 January 2018 (the date the Apprenticeships (Miscellaneous Provisions) Regulations 2017 came into force) will not be affected by the additional requirements that must be set out in an apprenticeship agreement. Any apprenticeship entered into after 15 January 2018 in connection with an apprenticeship standard must satisfy the requirements of the 2017 Regulations.

¹ <https://www.gov.uk/government/publications/apprenticeships-off-the-job-training>

DANIEL KINNEAR v MARLEY ETERNIT LTD (T/A MARLEY CONTRACT SERVICES) (2017)

ET (JMG Hendry) 03/03/2017

EMPLOYMENT - CONSTRUCTION LAW

CONSTRUCTION INDUSTRY : CONTRACTS OF APPRENTICESHIP : FIXED-TERM
CONTRACTS : FUTURE LOSS : MEASURE OF DAMAGES : TERMINATION OF
EMPLOYMENT

An employee whose apprenticeship contract had been terminated on the ground of redundancy with over two years left to run was awarded damages based on his weekly wage for the remainder of his fixed-term contract. He was also awarded damages for future loss, based on a 20% chance of being able to obtain comparable or better paid work without having completed his training.

The claimant brought proceedings against his former employer for breach of his fixed-term apprenticeship contract.

The claimant was employed as an apprentice roof tiler under a four-year apprenticeship contract from October 2014. In December 2014, he received confirmation that he had successfully completed his initial assessment period. In June 2016, the employer terminated his apprenticeship for redundancy reasons. After unsuccessfully appealing the dismissal, the claimant attempted to obtain another apprenticeship position in the construction industry but was unable to do so. He obtained work through agencies, and by the date of the tribunal hearing had earned £1,389. At the termination date, the claimant's net weekly wage was £198.50 and 122 weeks of his apprenticeship remained outstanding.

HELD: Breach of contract - It was unlikely that the claimant would be able to finish his apprenticeship and gain a qualification as a roofer because he was over 21 and employers would have to pay him a higher rate of the minimum wage than if he were 20 or under. Based on his weekly wage and the length of time left to run on his contract, he would have earned £24,217 during the remainder of his apprenticeship. As an apprentice, the claimant was entitled to be trained and employed until the end of his apprenticeship contract. However, the employer had paid no heed to his particular status in the company. In view of the economic downturn and the claimant's age, it was unlikely that he would be able to find an employer to take him to finish the apprenticeship. That was partly because his apprenticeship was tailored to the type of products used by the employer (see paras 7, 9, 12-13 of judgment).

Measure of damages - The claimant had mitigated his loss and would continue to do so. Taking a broad brush approach, he had a 20% chance of obtaining comparable or better paid employment. He was likely to obtain hourly paid ad hoc work and his future losses might stretch over some years, as he was disadvantaged in the labour market by not having his roofing qualification. Therefore, even if he could obtain employment in the construction industry it would not be at the higher rate of pay that a qualified tradesman would command. Applying the 20% chance of employment to the claimant's wage loss resulted in a figure of more than £20,000. Even taking into account his likely future earnings, his future loss resulted in a higher figure than the £25,000 maximum that the tribunal was able to award. Accordingly, he was entitled to reasonable damages capped at that amount (paras 14-15).

Judgment for claimant

Counsel:

For the claimant: Non-counsel representative

For the respondent: No appearance or representation