Apprenticeship agreement

Contract of Apprenticeship

Dated: [date]

Name: [name]

Contents

- 1. Start and term of contract
- 2. Statement of skill
- 3. Place of work
- 4. Hours of work
- 5. Salary
- 6. Expenses
- 7. Leave for holidays and other reasons
- 8. Sickness and sick pay
- 9. Pension
- 10. Collective agreements
- 11. Other business or employment
- 12. No competition
- 13. Processing your personal data
- 14. Staff handbook and company policies
- 15. Confidentiality
- 16. New intellectual property
- 17. Bribery and other corrupt behaviour
- 18. Disciplinary and grievance procedures
- 19. Procedure at and after termination
- 20. Summary termination
- 21. Reconstruction or amalgamation
- 22. Miscellaneous matters

Schedule Data Protection Act 2018 Compliance

This	contr	act is d	ated:	[date]								
You	r empl	oyer is:		[company name] ("the Company" ■ ■ ■ " ■ ■ ■ " ■ ■								
You	r empl	oyer's a	address is:	[company address]								
You	are:			[apprentice name]								
You	r addr	ess is:		[apprentice address]								
The d	contrac	ct terms	are:									
1.	Sta	rt and	term of o	contract								
	1.1.	This is		f apprenticeship for a fixed term [[[[[[[[[[[[[
	1.2.	inform	ation you hav	ntract we have relied on certain documents and we provided to us. If we discover that any of that curate, you will be in								
		1.2.1	your currice ■];	ulum vitae / resume, sent to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■								
		1.2.2	certificates ■ ■]	of education showing that you $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$								
	1.3.	Your e].	mployment v	with the Company [starts / ■ ■ ■] ■ ■ ■ [■ ■ ■								
2.	Stat	temen	t of skill									
	2.1.	Agreer	ment) Regula	f The Apprenticeships (Form of Apprenticeship ations 2012, section 2 (2), your statement • • • • • • • • • • • • • • • • • • •								
	2.2.	Your jo	ob title is app	rentice [trade].								

2.3.	The apprenticeship contract is as agreed with you and the National Apprenticeship Service (the "NAS Contract"). The The service is a service of the servic
2.4.	This contract provides obligations and explanations additional
2.5.	Your duty is to perform your job to the best of your
Plac	e of work
3.1.	Your normal place of work is our above address but we reserve the right to change this to \blacksquare
3.2.	You agree to work at any other place we reasonably require, including the premises of any customer, client or contractor \blacksquare
Hou	rs of work
4.1.	Your normal hours of work are 9.00 am to 5.30 pm Monday to Friday, excluding public holidays. [You may be required to work additional time not exceeding 8 hours a week where the
4.2.	You are entitled to an unpaid lunch break of one hour at a time to be agreed between you and the Company. It
4.3.	The Working Time Regulations of 1998 impose an obligation on employers to ensure that apprentices do not work more than an average of 48 hours per week. By agreeing to the terms of this 48

4.

4.4. The Working Time Regulations of 1998 impose an obligation on employers to ensure that apprentices do not work more than an

	average of 48 hours per week. By agreeing to the terms of this contract, you have opted out of that provision and the 48 • • • • • • • • • • • • • • • • • •
AND	
4.5.	You will be required to comply with any time keeping or record keeping scheme introduced for I I I I I I I I I I I I I I I I I I
Sala	ıry
5.1.	Your salary is £ [0000] per annum payable in equal monthly instalments [by credit transfer] on the 28th day of each month, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
5.2.	If you are required to work additional time outside your normal hours, the
	[set out provisions]
5.3.	Your salary will be reviewed annually in the month of [month]. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
5.4.	We reserve the right in our absolute discretion to deduct from your pay (e.g. salary, commission, bonus) any money which you may owe to us including, without limitation, any overpayments or loans made
Exp	enses
-	
	ave no authority to incur expenses.
OR	
6.1.	The Company will reimburse to you all reasonable expenses incurred by you in your work, provided you provide us

6.

5.

6.2.	It is a serious offence to falsify any document or manufacture
Lea	ve for holidays and other reasons
7.1.	In this paragraph we refer to holidays,
7.2.	Your entitlement to leave = = = = = = = = = = = = = = = = = = =
7.3.	The Company's holiday year runs from January 1 to December 31. Your entitlement to leave days is calculated The Company's holiday year runs from January 1 to December 31.
	••••••
7.4.	[We ask you to agree the dates of your holidays at least 28 ■ ■ ■ ■ ■
7.5.	At a minimum, you must give us notice of twice as many days as
7.6.	We may also give you similar • • • • (• • • • • • • • • • •) • • •
7.7.	You can take your holidays • • • • • • • • • • • • • • • • • • •
7.8.	Holidays you take for religious reasons

.........

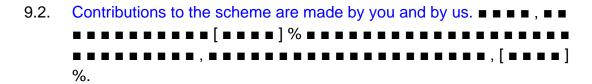
	7.9.	A day's holiday pay for ••••••••••••••••••••••••••••••••••••
	7.10.	You may not carry holiday forward from one
	OR	
	7.11.	You will be entitled to carry • • • • • • • • • • • • • • • • • •
	7.12.	If either of us terminates your employment by notice, then any holiday entitlement which will have accrued at the date
	7.13.	During the first three months of employment we request that you do not take
		••••••••
8.	Sick	ness or other absence and sick pay
8.	Sick 8.1.	ness or other absence and sick pay The regulations for statutory sick pay vary from time to •••••••••••••••••••••••••••••••••••
8.		

	•.
8.4.	Immediately on your return to work, you must complete a self-certification form stating the
8.5.	You agree at any time we ask, whether or not you are absent from work, to undergo whatever medical examinations we believe are appropriate (
8.6.	Provided you have complied with the general terms relating to sickness absence referred to above, you will
OR	
8.7.	The Company does not make any
8.8.	Payments of sick pay include statutory sick pay and will be reduced by any state sickness
8.9.	In any case where you have a claim in law for compensation against a third party in respect of circumstances causing you

		■ . [
 	 		 	 	 	 	1	
 	 		 	 	 	 	-]	

9. Pension

9.1.	We shall • • • • • • • • • • • • • • • • • •
	-



10. Collective agreements

																							• [].
	•				•			•	= 1	•	•										•			•	. •	•	
T	ne	Co	mp	oan	ıy t	nas	m	ad	e a	ın	ag	ree	em	er	nt v	vith	า [น	ınic	n]		•		•	•	•		1 =

11. Other business or employment

11.1.	You must devote the whole of your $\blacksquare \blacksquare \blacksquare \blacksquare$, $\blacksquare \blacksquare \blacksquare$

11.2.	You may not under any circumstances do

11.3.	You may not do other work (even voluntary work), or engage in any other business

12. No competition

12.1.	The following restrictions apply whether intended
12.2.	You agree that you will not within [three] years of termination of this contract directly or indirectly, advise,
12.3.	The restrictions imposed by the last previous
12.4.	You agree that you will not within [one] year of termination of your contract,
12.5.	You agree that you will not within [one] year of termination of your
12.6.	If any provision of this paragraph shall be void in any jurisdiction • • •
12.7.	You have carefully considered the provisions of this

13. Processing your personal data

To satisfy our legal obligations, we process your personal data according

1 1	Stof	f handback and Campany nations
14.		f handbook and Company policies You now acknowledge that you have been given a
		14.1.1 health and safety;
		14.1.2 equal opportunities and non-harassment;
		14.1.3 computers, email, Internet and communications;
		14.1.4 company vehicles;
		14.1.5 data protection.
	14.2.	Insofar as any of these policies imposes an expectation of behaviour on you as a
	14.3.	You may not smoke anywhere during working hours. Outside working hours, you may
15.	Con	fidentiality
	You s	paragraph is very important to our [business / company / organisation]. hould read it
	15.1.	In this paragraph, "Confidential information" • • • • • • • • • • • • • • • • • • •

	15.1.1	information about staff, $\blacksquare \blacksquare \blacksquare$
	15.1.2	our businesses, methods • • • • • • • • • • • • • • • • • • •
	15.1.3	information about suppliers agents distributors and customers;
	15.1.4	information about the Intellectual ••••••••••••••••••••••••••••••••••••
15.2.	"Intelle	ctual Property" means "intellectual property
		:
	15.2.1	Intellectual property • • • • • • • • • • • • • • • • • • •
	15.2.2	patents, trade marks, unregistered marks, designs, copyrights,
15.3.	You no	w promise that you will:
	15.3.1	keep all records of Confidential Information only at \blacksquare \blacksquare \blacksquare \blacksquare
		= =) ;
	15.3.2	use your best endeavours
15.4.	And yo	u will not:
	15.4.1	use for yourself nor divulge nor disclose to any person (• • •
	15.4.2	store, copy, or use the
		;
	15.4.3	remove from Company's premises or copy or allow anyone ■ ■

	15.5.	This pa	ragraph does not apply to disclosure:
		15.5.1	of information that it is reasonably necessary to disclose • • •
		15.5.2	made with the consent of the proper
		15.5.3	of information or knowledge which comes

	15.6.		ovisions of this paragraph shall continue after termination of
16.	New	' Intell	ectual Property
16.		So far a	as Intellectual Property is created
16.		So far a	
16.	16.1.	So far a	as Intellectual Property is created
16.	16.1.	So far a	as Intellectual Property is created • • • • • • • • • • • • • • • • • • •
16.	16.1.	So far a	as Intellectual Property is created
16.	16.1.	So far a You no 16.2.1	as Intellectual Property is created
16.	16.1.	So far a You no 16.2.1	as Intellectual Property is created

16.4.	The provisions of this paragraph shall continue indefinitely
Brib	ery and other corrupt behaviour
17.1.	The Company has a strict anti-bribery and corruption policy in line with the Bribery Act (2010).
17.2.	If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the Company, or to obtain or retain
Disc	ciplinary and grievance procedures
18.1.	The Company's disciplinary and grievance procedures are those set ■
	■ ").
18.2.	The formal grievance procedure need not be your first step in bringing to our attention a work related problem. We encourage
	••,•••••

18.

18.3.	proced	w gives you both rights and obligations in respect of these ures. You now agree to
Prod	cedure	e after termination
19.1.		er this agreement = = = , = = = = = = = = = = , = = :
	19.1.1	not from that time represent to
	19.1.2	return to the Company without request
19.2.	If reque	ested by the Company, you will
	19.2.1	refrain from any
	19.2.2	not contact or communicate ••••;••••,
19.3.		ng or after the termination of this contract some person offers
19.4.		visions of this agreement • • • • • • • • • • • • • • • • • • •
Sum	nmary	termination
		is entitled to terminate your employment by summary notice in

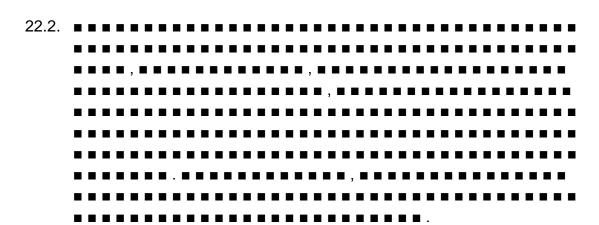
20.

:	
20.1.	theft, = = = = = = = = = = = = = ; = = = =
20.2.	physical violence; or
20.3.	bullying or harassment; or
20.4.	deliberate damage to property; or
20.5.	serious insubordination; or
20.6.	misuse of the Company's property or name; or
20.7.	bringing the Company into disrepute; or
20.8.	
20.9.	
20.40	;
	;
20.11.	serious infringement of health and safety rules; or
20.12.	breach of confidentiality; or
20.13.	
20.15.	

21. Reconstruction or Amalgamation

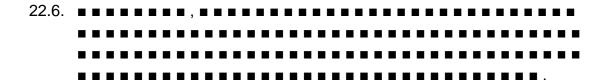
22. Miscellaneous matters

22.1.								-			- 1			•	= 1	
					, ■		•		= 1			•	•			









Signed by [personal name] on behalf of [Company name] as its representative who personally accepts liability for the proper authorisation by [Company name] to enter into this agreement.

Signed by [Apprentice name]

Schedule: Data Protection Act 2018 Compliance

1. Definitions

"Act"	means the Data Protection Act 2018.
"Data Protection Legislation"	means all or any of:
	(a) the GDPR,
	(b) the applied GDPR,
	(c) the Act,
	(d) regulations made under the Act
	(• • • •) • • • • • • • • • • • • • •
"the GDPR"	27
"the applied GDPR"	3
"Law Enforcement Directive"	27 - 2016 / 680



																													",
	"		-	•	-	" I	•	-	-	-	•	•	•	-	•	-	-	•	•		- 1			ı =			-		
																						. 1	•	•	-	-		• •	
																									_	_	_		
																													•
_	_	_	_	_	_		ı																						

2. Data Protection

2.1.	 	 	

2.2.	 ,	
	 	,

3. Legal basis of processing your personal data



3.2.	 		
	 	,	
	 	,	
	 	,	

4. Change in the legal basis of processing

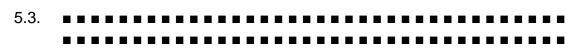
4.1.		 	 ••	 	 					
	 	 	 	 	 ••	 	••	■	• • •	

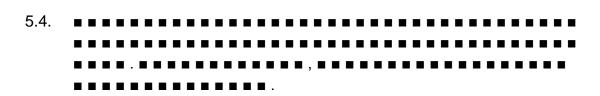


5. Disclosure and/ or sharing of your personal data

5.1.	 	 	 	 		
			 	 	. .	







5.5.

6. Your access request

6.1.

6.3.

7. Removal of information

8. Who handles your data

8.1.

8.2.

Appendix 1 to Schedule

Data Processing Activities

What we or you may process in each category

1.	We s	hall process this basic personal data
	1.1.	,,,,
	1.2.	all information you gave to us.
	1.3.	financial information processed through the banking system.
	1.4.	
		•••••
	1.5.	information relevant to the performance of your contract.
	1.6.	
		;
	1.7.	
	1.8.	
2.	•••	
	2.1.	satisfy our obligations under this contract;
	2.2.	;
	2.3.	
	2.4.	///////////////
	2.5.	

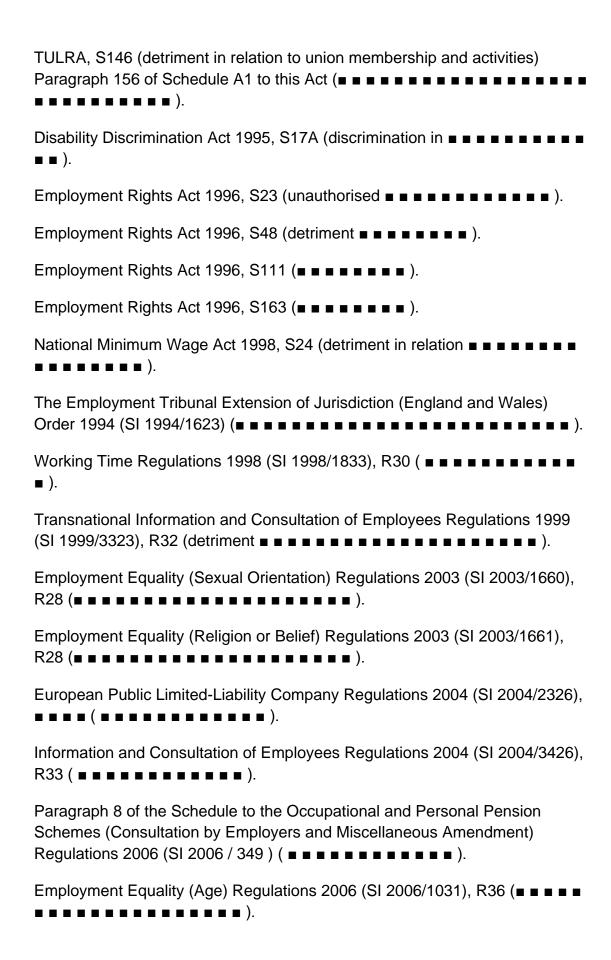
3.1.		
	3.1.1.	
	212	•••••
	3.1.2.	
3.2.		
	3.2.1.	;
	3.2.2.	
	2.2.2	;
	3.2.3.	

Explanatory notes:

Apprenticeship agreement

General notes

1.	The following materials contain the main legal sources to which you I I I I I I I I I I I I I I I I I
	Free information pages concerning aspects of employment at:
	http://www.netlawman.co.uk/infolist/employment.php
	More free information:
	For ACAS information: http://www.acas.org.uk/index.aspx?articleid=1390
	Employment Act 2008: http://www.legislation.gov.uk/ukpga/2008/24/contents
	The Apprenticeships (Form of Apprenticeship Agreement) Regulations 2012 at http://www.legislation.gov.uk/uksi/2012/844/made
	Apprenticeships, Skills, Children and Learning ■ ■ ■ 2009 ■ ■ ■
	http://www.legislation.gov.uk/ukpga/2009/22/contents
2.	UK employment law is contained largely in the Employment Act 2008. However, if you are unfortunate enough to be attending a tribunal, an award will be increased, sometimes substantially., if you have failed to comply with •
	SCHEDULE A2: Tribunal jurisdictions to which section 207A of the Trade Union and Labour Relations (■ ■ ■ ■) ■ ■ ■ 1992 (" ■ ■ ■ ")
	Equal Pay Act 1970, S2 (■ ■ ■ ■ ■ ■ ■).
	Sex Discrimination Act 1975, S63 (discrimination in ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■).
	Race Relations Act 1976, S54 (discrimination in ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .).
	TULRA, S145A (inducements relating to union ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■).
	TULRA, S145B (inducements relating to ■ ■ ■ ■ ■ ■ ■)



	European Cooperative Society (Involvement of Employees) Regulations 2006 (SI 2006/2059), R34 (detriment in relation • • • • • • • • • • • • • • • • • • •
	Cross-border Railway Services (Working Time) Regulations 2008 (SI 2008/1660), ■ ■ ■ ■ (■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■).
3.	Employers employing fewer than 20 people are no longer exempt from the bulk of the employment protection legislation. The provisions relating to grievance and disciplinary procedures and to requirements for a statement of terms
4.	The requirement set out in the Employment Act 2002, for provision of written terms, including detailed grievance and disciplinary procedures, is satisfied by a letter or a contract provided before the employment commences,
	a .
Par	agraph specific notes
Notes	following the numbered paragraphs
1.	Start and term of contract
	It may be necessary to calculate the period of employment for any of several reasons. By stating it clearly,
2.	Statement of skill
	This statement is a statutory requirement for compliance with the 2012 regulations. Depending on what is agreed, you
	This contract must also "gel" with the NAS contract, if any. We have ■ ■ ■ ■
	If the terms of the NAS contract can be incorporated into this ■ ■ ■ , ■ ■ ■
_	
3.	Place of work

	The main purpose of this paragraph is to give the employer the right to move the ————————————————————————————————————
4.	Hours of work
	Since the arrival of the Working Time Regulations, this paragraph is very important. As drawn, it takes advantage of the voluntary opt out provision -
5.	Salary
0.	Necessary provisions. The last enables ••••••••••••••••••••••••••••••••••••
6.	Expenses
	We have no comment.
7.	Leave for holidays and other reasons
	Holiday entitlement is governed by the Working Time Regulations 1998 and recent case law. The version provided in this contract is •••••••••••••••••••••••••••••••••••
	Because there are statutory requirements, we have worded the document for compliance. If / when you edit this paragraph to provide more generous leave provision, beware of accidentally reducing any part intended to benefit the
	You may find more details at: https://www.gov.uk/holiday-entitlement-rights
8.	Sickness and sick pay
	Edit to your requirement but take care = = = = = = = = = = = = = = = = = = =
9.	Pension
	This paragraph covers the latest law which sets out rules of auto enrolment into a pension scheme.

:
1. is aged between 22 and State Pension age
2. earns more than £10,000 a year
3. works in the UK
This is called 'automatic enrolment'. To • • • • • • • • • • • • • • • • • •
https://www.moneyadviceservice.org.uk/en/tools/workplace-pension-contribution-calculator
https://www.gov.uk/workplace-pensions/what-you-your-employer-and-the-government-pay
Collective agreements
Delete if not required
Other business or employment
Edit to your exact requirement
No competition
Provisions against competition are contrary to national policy. To be effective they must not be unreasonable. Reasonableness depends on the circumstances. We cannot therefore say that the provisions inserted her are more than an example. But the longer you wish to tie up a former employee the more likely it is that a judge will tell
,
,
Processing your personal data
Self explanatory provision.
This paragraph deals with the obligations

11.

12.

13.

	You may need to add other data, $\blacksquare \blacksquare \blacksquare$
	We suggest leave this provision as • • • • • • • • • • • • • • • • • •
14.	Staff handbook and company policies
	It is an excellent idea to have and maintain a comprehensive staff handbook as a bible of procedures and policies. These policies all relate to areas where you have statutory responsibilities.
	For you to comply with some of these policies you need co-operation from your staff. Indeed, co-operation in maintaining your health and safety policy is crucial. We have therefore incorporated compliance into this
	A staff handbook is a good place to keep them together and available. Your health and safety policy and guide may be so large as to merit its own separate book. Good practice is to hand a personal copy to each new 2002,
	■ ■ .
15.	Confidentiality
	Because this provision is so important to most organisations, your apprentices must be left in no doubt as
40	
16.	New intellectual property
	This an area which may be irrelevant or may be essential immediately. In most businesses, you never know what an apprentice will discover - personally or through another

17.	Bribery and other corrupt behaviour
	Since the Bribery Act 2010, it is good practice to

18.	Disciplinary and grievance procedures
	Net Lawman has provided a very elegant, step-by-step approach to these ■ ■
19.	Procedure at and after termination
	Substantial deletion may be appropriate for some employees
	Care should be taken in looking to future to consider what this employee might be doing in a matter
	•••
20.	Summary termination
	At Net Lawman we hate lists in legal documents.
	Despite this precise list, it is still essential to investigate in accordance with
	your disciplinary policy. It is important

21.	Reconstruction or amalgamation
	This = = = = = = = = = . = = = = = = = = .
22.	Miscellaneous matters
	A number of technically important • • • • • • • • • • • • • • • • • • •
Sched	
Parag	raph = = = = = = = = = = = = = = = = = .
1.	Definitions
	Basic • • • • • • • • • • • • • • • • • • •
2.	Data protection
	A • • • • • • • • • • • • • • • • • • •
3.	Legal basis of processing
	The Act allows a person or business to process
	• One or both of
	• Less commonly, some data
	Where the data subject is an employee the most obvious basis • • • • • • • • • • • • • • • • • •

	You must make sure that when you ask specifically for • • • • • • • • • • • • •
4.	Change in the legal basis of processing
	You
5.	Disclosure and/ or sharing of personal data
	You must say who gets to see or use your employee's ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.	Access to personal data
	The Act provides that a data subject has
7.	Removal of information
	You should
8.	Who handles your data
	This paragraph sets
	In any case, you must
	Notes to the Appendix to the Schedule
	We have separated these provisions into an appendix
	,

The appendix is simply your $\blacksquare \blacksquare \blacksquare$
The purpose of
We have given you
Make • • • • • • • • • • • • • • • • • • •
■.
The third numbered heading is unlikely to require edit.
•
Basic UK law relating to limitation
,

End of notes