



Mower's Ark CIC

50 Broadway, Kettering, Northamptonshire, NN15 6DD



Review Sheet

Last Reviewed
09 May '19Last Amended
09 May '19Next Planned Review in 12 months, or
sooner as required.

Business impact

**MEDIUM IMPACT**Changes are important, but urgent implementation is not
required, incorporate into your existing workflow.

Reason for this review

Scheduled review

Were changes made?

Yes

Summary:

The policy has been converted to the new QCS format and updated to include further guidance for managers. An example Apprenticeship Agreement for Apprenticeship Frameworks and an Approved Apprenticeship Agreement for Apprenticeship Standards have also been provided.

Relevant legislation:

- Apprenticeships (Form of Apprenticeship Agreement) Regulations 2012
- Finance Act 2016
- Apprenticeship, Skills, Children and Learning Act 2009
- Children Act 1989
- Children Act 2004
- Children and Young Persons Act 1933
- Employment Rights Act 1996
- The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014

Underpinning
knowledge - What have
we used to ensure that
the policy is current:

- Author: Government, (2009), *Apprenticeship, Skills, Children and Learning Act 2009*. [Online] Available from: <http://www.legislation.gov.uk/ukpga/2009/22/part/1> [Accessed: 5/9/2019 12:00:00 AM]

Suggested action:

- Add the policy to the planned team meeting agendas
- Develop training sessions for relevant staff
- Ensure the policy is discussed in planned supervision sessions with relevant staff
- Ensure relevant staff are aware of the content of the whole policy
- Encourage sharing the policy through the use of the QCS App



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1. Purpose

1.1 To ensure that the Apprenticeship Agreements used by Mower's Ark CIC meet the statutory requirements.

1.2 To support Mower's Ark CIC in meeting the following Key Lines of Enquiry:

Key Question	Key Line of Enquiry (KLOE)
EFFECTIVE	E2: How does the service make sure that staff have the skills, knowledge and experience to deliver effective care and support?
SAFE	S1: How do systems, processes and practices keep people safe and safeguarded from abuse?
WELL-LED	W4: How does the service continuously learn, improve, innovate and ensure sustainability?

1.3 To meet the legal requirements of the regulated activities that Mower's Ark CIC is registered to provide:

- | Apprenticeships (Form of Apprenticeship Agreement) Regulations 2012
- | Finance Act 2016
- | Apprenticeship, Skills, Children and Learning Act 2009
- | Children Act 1989
- | Children Act 2004
- | Children and Young Persons Act 1933
- | Employment Rights Act 1996
- | The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014



2. Scope

2.1 The following roles may be affected by this policy:

- | Registered Manager
- | Other management
- | Administrator

2.2 The following Supported Individuals may be affected by this policy:

- | Supported Individuals

2.3 The following stakeholders may be affected by this policy:

- | Family
- | Representatives
- | Commissioners
- | Apprenticeship facilitating colleges



3. Objectives

3.1 To ensure the correct processes are followed when recruiting an apprentice.

3.2 To understand that, in a lot of cases, an apprentice will be young and inexperienced in the delivery of Care services and that the purpose of the apprenticeship is to provide a supportive learning environment for those individuals.



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4. Policy

4.1 Mower's Ark CIC recognises that Apprenticeships are an effective way of meeting resource needs and developing Mower's Ark CIC employees to meet the future requirements of the workplace. Apprenticeships are paid employment which incorporates both on and off the job training and can be used for achieving a variety of qualifications up to and including a degree. Apprentices have the same employment rights as other employees.

4.2 Mower's Ark CIC will adhere to the following rules governing what an apprenticeship is, the main ones being:

- | The apprentice must be employed in a real job; they may be an existing employee or a new recruit
- | The apprentice must work towards achieving an approved apprenticeship standard or apprenticeship framework
- | The apprenticeship training must last at least 12 months
- | The apprentice must spend at least 20% of their time on off-the-job training

4.3 This policy has been developed in response to the need arising from apprenticeship reforms and will support an increase in the quality and quantity of apprenticeships within Mower's Ark CIC.

4.4 This policy only applies to employees. It does not apply to workers or self-employed contractors.

4.5 This policy is non-contractual and may be amended at any time.

4.6 Mower's Ark CIC recognises that Apprentices may be under the age of 18 and, therefore, Mower's Ark CIC will have in place mechanisms to ensure that the welfare of a young person is paramount. Staff working with the young person will understand how to raise concerns in line with Northamptonshire County Council child protection procedures.

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**5. Procedure**

5.1 When Mower's Ark CIC is recruiting an apprentice, it is essential to first determine whether the individual to be recruited is to study towards a qualification for which there is an Apprenticeship Framework in place or if the qualification is to follow an Approved Apprenticeship Standard. If the former, then the apprentice should be provided with an Apprenticeship Agreement.

If the latter, then the apprentice should be provided with an Approved Apprenticeship Agreement. Details of where to check if there is an approved framework or standard are contained in the Further Reading section of this policy. Mower's Ark CIC will also seek guidance from the learning provider to clarify this.

5.2 Apprentices under an Apprenticeship Agreement or an Approved Apprenticeship Agreement work under a contract of service and have no protections over and above those of any other employee.

5.3 Mower's Ark CIC will ensure that the agreement provided to the apprentice satisfies the requirements of an Apprenticeship Agreement or Approved Apprenticeship Agreement as required, as well as ensuring that it contains all information necessary to satisfy Section 1 of the Employment Rights Act 1996.

5.4 Mower's Ark CIC will ensure that it follows its recruitment policies and procedures when employing an apprentice and, where required, will ensure that a satisfactory DBS check is obtained.

5.5 Should Mower's Ark CIC be a levy-paying employer, it will ensure that it applies its levy to the recruitment and training of apprentices as well as training for existing staff members.

5.6 Apprenticeship Agreement under an Apprenticeship Framework

Mower's Ark CIC will ensure that the Apprenticeship Agreement complies with the following:

- | The apprentice must undertake to work for the employer
- | The agreement must be in the "prescribed form":
 - | The agreement must contain the basic terms of employment required to be given to employees under Section 1 of the ERA 1996. This can be in the form of a written statement of particulars of employment, a written employment contract or a letter of engagement. Please see the "forms" section for an example Apprenticeship Agreement
 - | The agreement must also include a statement of the skill, trade or occupation for which the apprentice is being trained under the relevant apprenticeship framework

5.7 Approved Apprenticeship Agreement

An Approved Apprenticeship Agreement under an agreed apprenticeship standard should contain the following:

- | All the required provisions of Section 1 of the Employment Rights Act 1996. This can be in the form of a written statement of particulars of employment, a written employment contract or a letter of engagement. Please see the "forms" section for an example Approved Apprenticeship Agreement
- | Details of the time to be spent on off the job training. Guidance for employers who are levy-paying confirms that this should be at least 20% of the apprentice's paid hours
- | The period for work and training should be at least 12 months
- | Reference to the approved standard which applies

**6. Definitions****6.1 Apprenticeship**

- | Apprenticeships are open to all age groups above 16 and are available at intermediate, advanced and higher degree level. An apprenticeship will be for a fixed term (usually between one to four years) and/or until a level of qualification is reached

6.2 Apprenticeship Framework

- | Apprenticeship Frameworks contain details of the outcomes that an Apprentice is expected to achieve. Apprenticeship Frameworks are being phased out and replaced with Apprenticeship Standards.

6.3 Apprenticeship Standard

- | A published standard for an Approved Apprenticeship which sets out the outcomes an Apprentice is expected to achieve. Standards are in the process of replacing Frameworks.



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Key Facts - Professionals

Professionals providing this service should be aware of the following:

- 1 Apprentices on an Apprenticeship Agreement or Approved Apprenticeship Agreement have no more protection than a normal employee
- 1 Apprentices must either be engaged on an Apprenticeship Agreement or an Approved Apprenticeship Agreement. A standard contract of employment will not suffice



Key Facts - People affected by the service

People affected by this service should be aware of the following:

- 1 Mower's Ark CIC understands that some Supported Individuals and/or their families may have reservations about the use of apprentices delivering care services. However, Mower's Ark CIC is committed to ensuring that adequate and appropriate safeguards are in place to ensure compliance with all regulatory requirements as well as ensuring that our standards of care remain of the highest quality



Further Reading

As well as the information in the 'underpinning knowledge' section of the review sheet we recommend that you add to your understanding in this policy area by considering the following materials:

Government Guidance - Further Education and Skills: <https://www.gov.uk/topic/further-education-skills/apprenticeships>

Apprenticeship Frameworks Online: <http://www.afo.sscalliance.org/>

Apprenticeship Standards: <https://www.gov.uk/guidance/search-for-apprenticeship-standards>

How the new health & social care Apprenticeship standards will benefit the sector: <https://paragonskills.co.uk/about-us/news/2018/april/18/how-the-new-health-social-care-apprenticeship-standards-will-benefit-the-sector/>

Social Care Apprenticeships: <https://www.gov.uk/guidance/social-care-apprenticeships>



Outstanding Practice

To be 'outstanding' in this policy area you could provide evidence that:

- 1 The wide understanding of the policy is enabled by proactive use of the QCS App
- 1 Management training on the engagement of apprentices has been carried out and all managers understand the specific needs when employing an apprentice
- 1 Onboarding processes for apprentices are clear and easy to follow to avoid apprentices being placed on the incorrect contract



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Forms

The following forms are included as part of this policy:

Title of form	When would the form be used?	Created by
PR20 - Template Apprenticeship Agreement	For Apprenticeships without an Approved Apprenticeship Standard.	QCS
PR20 - Approved Apprenticeship	When there is an Approved Apprenticeship Standard in place.	QCS



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Mower's Ark CIC
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[ON EMPLOYER'S LETTERHEADED NOTEPAPER]

[Name]

[Date]

Dear [Name],

APPRENTICESHIP AGREEMENT

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 ("Mower's Ark CIC" or "we"). Your employment with Mower's Ark CIC commenced on OR [will commence on] [date]]. No employment with a previous employer counts towards your period of continuous employment with Mower's Ark CIC.

1.2 The first [number] months 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.

2. YOUR ROLE AS AN APPRENTICE

2.1 You are employed as an apprentice and report to [name of line manager]. [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 for the sector in which you will be working. This standard is the one that will apply in relation to work done under this agreement. A copy of the Approved Apprenticeship Standard is attached at Appendix 1 and Mower's Ark CIC will ensure that you receive training to help you to achieve this standard.

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 Mower's Ark CIC immediately if you cease to be so entitled at any time during your employment with Mower's Ark CIC.

2.7 You shall not work for anyone else while you are employed by Mower's Ark CIC.

3. PLACE OF WORK

3.1 Your normal place of work is [location], or such other place within a 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 [insert apprenticeship rate] which shall accrue from day to day and be payable monthly in arrears on or about the last day of each month directly in to your bank or building society account.

4.2 Your salary will be reviewed annually and may be increased from time to time at the discretion of Mower's Ark CIC without affecting the other terms of your employment. However, there is no obligation on Mower's Ark CIC to award an increase and there will be no review of the salary after notice has been given by either party to terminate your employment.

4.3 We shall be entitled to deduct from your salary or other payments due to you any money which you may owe to Mower's Ark CIC at any time.

5. HOURS OF WORK, TRAINING AND RULES

5.1 Your normal hours of work are between [hours of work] on [days of work] 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 You are required to attend a training course run by [insert details of course providers]. We will release you from your duties to attend such training as is reasonably required to complete your apprenticeship and attain [relevant qualification]. It is envisaged that this external training will be [number or hours/days spent training] each week. Please ensure that you provide [name of line manager] 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.

5.3 You are required at all times to comply with our rules, policies and procedures in force from time to time, including those contained in the Staff Handbook at Mower's Ark CIC, a copy of which is available from [insert relevant

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contact].

6. HOLIDAYS

6.1 You are entitled to 28 days 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]. You will be paid your normal remuneration during such holidays [calculated as an average of your remuneration over the previous 12-week period – for employees whose remuneration varies]. The Employer's holiday year runs between 01 April to 31 March . 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 You shall give at least [number] weeks' notice of any proposed holiday dates and these must be agreed by Angelica Phillips in writing in advance. [No more than [number] days' holiday may be taken at any one time unless prior consent is obtained from [position].] We may require you to take holiday on specific days as notified to you [insert any mandatory holiday dates to be taken.]

6.3 You cannot carry [more than [number] days of] untaken holiday entitlement forward from one holiday year to the following holiday year [unless a period of sickness absence or statutory maternity, paternity, parental, shared parental or adoption leave has prevented you from taking it in the relevant year. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen 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 OR calculated as an average of your remuneration over the 12-month period preceding termination] for each untaken day of your [entitlement under clause 7.1] OR [statutory entitlement only] for the holiday year in which termination takes place and any untaken days permitted to be carried forward from the preceding holiday year. [However, if we have dismissed you or would be entitled to dismiss you under clause 8.4 or you have resigned without giving the required notice, such payment in lieu shall be limited to your statutory entitlement under the Working Time Regulations 1998, and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory 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 from any payments due to you, one day's pay [calculated at 1/260th of your [full-time equivalent] salary OR calculated as an average of your remuneration over the 12-month period preceding termination] for each excess day. If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct from any payments due to you, at the rate of one day's pay for each excess day.

6.6 During any continuous period of absence due to incapacity [of one month or more], you shall not accrue holiday under this contract. Your entitlement under clause 7.1 for the holiday year in which such absence takes place shall be reduced pro rata but shall not fall below your entitlement under the Working Time Regulations 1998.

7. SICKNESS ABSENCE

7.1 If you are absent from work for any reason, you must notify Angelica Phillips of the reason for your absence as soon as possible but no later than 3 hours on the first day of absence.

7.2 In all cases of absence, a self-certification form which is available from your line manager, must be completed on your return to work and supplied to [insert relevant individual]. For any period of incapacity which lasts for seven consecutive days or more, a doctor's certificate (a "statement of fitness for work") stating the reason for absence must be obtained at your own cost and supplied to [insert relevant individual]. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.

7.3 You agree to consent to a medical examination (at our expense) by a doctor nominated by Mower's Ark CIC, should Mower's Ark CIC so require. You agree that any report produced in connection with any such examination may be disclosed to Mower's Ark CIC and Mower's Ark CIC may discuss the contents of the report with the relevant doctor.

7.4 If you are absent from work, we shall pay you:

Statutory Sick Pay (SSP) provided that you satisfy the relevant requirements [and Employer sick pay in accordance with the provisions of clause 7.6, provided that you comply with our procedures regarding sick leave [and the Employer's sick pay policy].]

7.5 Your qualifying days for SSP purposes are [Monday] to [Friday].

7.6 [Once you have completed [number] month[s] continuous service with the Employer you will be entitled to receive payment for periods of absence during any consecutive 12-month period from the first day of absence on the following basis:

- Your full salary (inclusive of any SSP due) for the first [number] [days OR weeks OR months] in any such absence
- Half your salary (inclusive of any SSP due) for the next [number] [days OR weeks OR months] in any such absence

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50 Broadway, Kettering, Northamptonshire, NN15 6DD

• Up to a maximum of [number] [days OR weeks OR months] in any 12-month period]

7.7 [We reserve the right to withhold payment of Employer sick pay if you fail to comply with the provisions of clause 7.1 and clause 7.2.]

7.8 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 and your employment as an apprentice shall terminate on [date of termination], unless previously terminated in accordance with the terms of this agreement. Mower's Ark CIC shall have no obligation to continue to employ you at the end of such fixed term.

8.2 Either party may terminate this agreement before the end of the fixed term referred to in clause 8.1 by giving to the other party in writing the following notice:

- If you have less than two years' continuous employment: one week's notice; and
- 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:

- You commit a serious breach of your obligations as an employee
- You persistently fail to meet a satisfactory level of conduct or performance relevant to your role as an apprentice
- 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
- 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 Staff Handbook at Mower's Ark CIC. These procedures are not a term of your contract of employment and may be subject to change by Mower's Ark CIC at any time.

9.2 If you wish to raise a grievance you may apply in writing to your line manager or another manager in accordance with our grievance procedure.

9.3 We reserve the right to suspend you with pay for a period of no longer than [number] [days OR weeks] for the purposes of investigating any allegation of misconduct or poor performance against you [or where we reasonably consider that it may be beneficial to temporarily remove you from the workplace].

10. PENSIONS

10.1 Mower's Ark CIC will comply with the employer pension duties in accordance with Part 1 of the Pensions Act 2008.

11. COLLECTIVE AGREEMENT

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

12. CHANGES TO YOUR TERMS OF EMPLOYMENT

12.1 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.

13. CONFIDENTIAL INFORMATION

13.1 You shall not use or disclose to any person, either during or at any time after your employment with Mower's Ark CIC, any confidential information about the business or affairs of Mower's Ark CIC 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 13, "confidential information" means any information or matter which is not in the public domain and which relates to the affairs of Mower's Ark CIC or any of its business contacts.

The restriction in clause 13.1 does not apply to:

- Prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
- Use or disclosure that has been authorised by Mower's Ark CIC and is required by law or by your employment

14. DATA PROTECTION

14.1 The Employer will collect and process information relating to the Employee [OR Worker] in accordance with the Privacy Notice which [is on the intranet OR annexed to this Agreement OR has been provided to you under separate cover]. You are required to sign and date the Privacy Notice and return it to [HR OR NAME OF MANAGER]. The Employer may update the Privacy Notice at any time and will notify you in writing of any changes. Following any update to the Privacy Notice, you are required to review, sign and return any new version issued.

14.2 You have read and understood and shall comply with the Employer's Data Protection Policy when handling personal data in the course of employment including personal data relating to any employee, worker, customer,

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50 Broadway, Kettering, Northamptonshire, NN15 6DD

client, supplier or agent of Mower's Ark CIC. You will also comply with the Computer, Email and Internet Usage Policy and Procedure and the Social Networking Policy and Procedure at Mower's Ark CIC, along with any other related policy in place from time-to-time. Copies of these policies are available via the QCS Mobile application or via the QCS Desktop application or from Angelica Phillips. The Employer may change policies at any time and will notify you in writing of any changes. Such policies do not form part of the contract of employment.

14.3 Failure to comply with the Data Protection Policy or any of the policies listed above in Clause 1.2 may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

14.4 The Employer shall generally rely on a lawful ground for processing and, should consent be required, the Employer shall adhere to its legal obligations in this regard. Further details can be found in the relevant Privacy Notice.

15. COMPANY PROPERTY

15.1 All documents, manuals, hardware and software provided for your use by Mower's Ark CIC, and any data or documents (including copies) produced, maintained or stored on the computer systems of Mower's Ark CIC or other electronic equipment (including mobile phones), remain the property of Mower's Ark CIC.

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 Mower's Ark CIC at any time on request, and in any event, before the termination of your employment with Mower's Ark CIC.

16. THIRD PARTY RIGHTS

16.1 No person other than you and Mower's Ark CIC may enforce any terms of this agreement.

17. EMPLOYMENT STATUS

17.1 This letter contains the particulars of your employment which Mower's Ark CIC is required to give you in accordance with Section 1 of the Employment Rights Act 1996.

17.2 We intend the contents of this letter to be an Apprenticeship Agreement In line with 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 Mower's Ark CIC and shall owe the same duties to Mower's Ark CIC as its other employees.

18.GOVERNING LAW

18.1 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 Mower's Ark CIC

I agree to the above terms.

.....
[apprentice name]

.....
Date:

APPENDIX 1
[Enclose a copy of the Approved Apprenticeship Standard]



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[ON EMPLOYER'S LETTERHEADED NOTEPAPER]

[Name]

[Date]

Dear [Name],

APPRENTICESHIP AGREEMENT

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 Mower's Ark CIC ("Mower's Ark CIC" or "we"). Your employment with Mower's Ark CIC commenced on OR [will commence on] [date]. No employment with a previous employer counts towards your period of continuous employment with Mower's Ark CIC.

1.2 The first [number] months 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.

2. YOUR ROLE AS AN APPRENTICE

2.1 You are employed as an apprentice and report to [name of line manager]. [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 for the sector in which you will be working. This standard is the one that will apply in relation to work done under this agreement. A copy of the Approved Apprenticeship Standard is attached at Appendix 1 and Mower's Ark CIC will ensure that you receive training to help you to achieve this standard.

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 Mower's Ark CIC immediately if you cease to be so entitled at any time during your employment with Mower's Ark CIC.

2.7 You shall not work for anyone else while you are employed by Mower's Ark CIC.

3. PLACE OF WORK

3.1 Your normal place of work is [location], or such other place within a 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 [insert apprenticeship rate] which shall accrue from day to day and be payable monthly in arrears on or about the last day of each month directly into your bank or building society account.

4.2 Your salary will be reviewed annually and may be increased from time to time at the discretion of Mower's Ark CIC without affecting the other terms of your employment. However, there is no obligation on Mower's Ark CIC to award an increase and there will be no review of the salary after notice has been given by either party to terminate your employment.

4.3 We shall be entitled to deduct from your salary or other payments due to you any money which you may owe to Mower's Ark CIC at any time.

5. HOURS OF WORK, TRAINING AND RULES

5.1 Your normal hours of work are between [hours of work] on [days of work] 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 You are required to attend a training course run by [insert details of course providers]. We will release you from your duties to attend such training as is reasonably required to complete your apprenticeship and attain [relevant qualification]. It is envisaged that this external training will be [number or hours/days spent training] each week. Please ensure that you provide [name of line manager] 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.

5.3 You are required at all times to comply with our rules, policies and procedures in force from time to time, including those contained in the Staff Handbook at Mower's Ark CIC, a copy of which is available from [insert relevant contact].

6. HOLIDAYS

6.1 You are entitled to 28 days 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]. You will be paid your normal remuneration during such holidays [calculated as an average of your remuneration over the previous 12-

Mower's Ark CIC

50 Broadway, Kettering, Northamptonshire, NN15 6DD

week period – for employees whose remuneration varies]. The Employer's holiday year runs between 01 April to 31 March . 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 You shall give at least [number] weeks' notice of any proposed holiday dates and these must be agreed by Angelica Phillips in writing in advance. [No more than [number] days' holiday may be taken at any one time unless prior consent is obtained from [position].] We may require you to take holiday on specific days as notified to you [insert any mandatory holiday dates to be taken.]

6.3 You cannot carry [more than [number] days of] untaken holiday entitlement forward from one holiday year to the following holiday year [unless a period of sickness absence or statutory maternity, paternity, parental, shared parental or adoption leave has prevented you from taking it in the relevant year. In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen 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 OR calculated as an average of your remuneration over the 12-month period preceding termination] for each untaken day of your [entitlement under clause 7.1] OR [statutory entitlement only] for the holiday year in which termination takes place and any untaken days permitted to be carried forward from the preceding holiday year. [However, if we have dismissed you or would be entitled to dismiss you under clause 8.4 or you have resigned without giving the required notice, such payment in lieu shall be limited to your statutory entitlement under the Working Time Regulations 1998, and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory 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 from any payments due to you, one day's pay [calculated at 1/260th of your [full-time equivalent] salary OR calculated as an average of your remuneration over the 12-month period preceding termination] for each excess day. If you have taken more holiday than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct from any payments due to you, at the rate of one day's pay for each excess day.

6.6 During any continuous period of absence due to incapacity [of one month or more], you shall not accrue holiday under this contract. Your entitlement under clause 7.1 for the holiday year in which such absence takes place shall be reduced pro rata but shall not fall below your entitlement under the Working Time Regulations 1998.

7. SICKNESS ABSENCE

7.1 If you are absent from work for any reason, you must notify your [position] of the reason for your absence as soon as possible but no later than 3 hours on the first day of absence.

7.2 In all cases of absence a self-certification form, which is available from your line manager, must be completed on your return to work and supplied to [insert relevant individual]. For any period of incapacity which lasts for seven consecutive days or more, a doctor's certificate (a "statement of fitness for work") stating the reason for absence must be obtained at your own cost and supplied to [insert relevant individual]. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.

7.3 You agree to consent to a medical examination (at our expense) by a doctor nominated by Mower's Ark CIC, should Mower's Ark CIC so require. You agree that any report produced in connection with any such examination may be disclosed to Mower's Ark CIC and Mower's Ark CIC may discuss the contents of the report with the relevant doctor.

7.4 If you are absent from work, we shall pay you:

Statutory Sick Pay (SSP) provided that you satisfy the relevant requirements [and Employer sick pay in accordance with the provisions of clause 7.6, provided that you comply with our procedures regarding sick leave [and the Employer's sick pay policy].]

7.5 Your qualifying days for SSP purposes are [Monday] to [Friday].

7.6 [Once you have completed [number] month[s] continuous service with the Employer you will be entitled to receive payment for periods of absence during any consecutive 12-month period from the first day of absence on the following basis:

- Your full salary (inclusive of any SSP due) for the first [number] [days OR weeks OR months] in any such absence
- Half your salary (inclusive of any SSP due) for the next [number] [days OR weeks OR months] in any such absence
- Up to a maximum of [number] [days OR weeks OR months] in any 12-month period]

7.7 [We reserve the right to withhold payment of Employer sick pay if you fail to comply with the provisions of clause 7.1 and clause 7.2.]

7.8 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 and your employment as an apprentice shall terminate on [date of termination], unless previously terminated in accordance with the terms of this agreement. Mower's Ark CIC shall have no obligation to continue to employ you at the end of such fixed term.

8.2 Either party may terminate this agreement before the end of the fixed term referred to in clause 8.1 by giving to the other party in writing the following notice:

- If you have less than two years' continuous employment: one week's notice; and
- 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

Mower's Ark CIC
50 Broadway, Kettering, Northamptonshire, NN15 6DD

notice.

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

- You commit a serious breach of your obligations as an employee
- You persistently fail to meet a satisfactory level of conduct or performance relevant to your role as an apprentice
- 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
- 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 Staff Handbook at Mower's Ark CIC. These procedures are not a term of your contract of employment and may be subject to change by Mower's Ark CIC at any time.

9.2 If you wish to raise a grievance, you may apply in writing to your line manager or another manager in accordance with our grievance procedure.

9.3 We reserve the right to suspend you with pay for a period of no longer than [number] [days OR weeks] for the purposes of investigating any allegation of misconduct or poor performance against you [or where we reasonably consider that it may be beneficial to temporarily remove you from the workplace].

10. PENSIONS

10.1 Mower's Ark CIC will comply with the employer pension duties in accordance with Part 1 of the Pensions Act 2008.

11. COLLECTIVE AGREEMENT

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

12. CHANGES TO YOUR TERMS OF EMPLOYMENT

12.1 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.

13. CONFIDENTIAL INFORMATION

13.1 You shall not use or disclose to any person, either during or at any time after your employment with Mower's Ark CIC, any confidential information about the business or affairs of Mower's Ark CIC 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 13, "confidential information" means any information or matter which is not in the public domain and which relates to the affairs of Mower's Ark CIC or any of its business contacts.

The restriction in clause 13.1 does not apply to:

- Prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
- Use or disclosure that has been authorised by Mower's Ark CIC and is required by law or by your employment

14. DATA PROTECTION

14.1 The Employer will collect and process information relating to the Employee [OR Worker] in accordance with the Privacy Notice which [is on the intranet OR annexed to this Agreement OR has been provided to you under separate cover]. You are required to sign and date the Privacy Notice and return it to [HR OR NAME OF MANAGER]. The Employer may update the Privacy Notice at any time and will notify you in writing of any changes. Following any update to the Privacy Notice, you are required to review, sign and return any new version issued.

14.2 You have read and understood and shall comply with the Employer's Data Protection Policy when handling personal data in the course of employment including personal data relating to any employee, worker, customer, client, supplier or agent of Mower's Ark CIC. You will also comply with the Computer, Email and Internet Usage Policy and Procedure and the Social Networking Policy and Procedure at Mower's Ark CIC, along with any other related policy in place from time-to-time. Copies of these policies are available via the QCS Mobile Application or via the QCS Desktop Application or from Angelica Phillips. The Employer may change policies at any time and will notify you in writing of any changes. Such policies do not form part of the contract of employment.

14.3 Failure to comply with the Data Protection Policy or any of the policies listed above in Clause 1.2 may be dealt with under our disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

14.4 The Employer shall generally rely on a lawful ground for processing and, should consent be required, the Employer shall adhere to its legal obligations in this regard. Further details can be found in the relevant Privacy Notice.

15. COMPANY PROPERTY

15.1 All documents, manuals, hardware and software provided for your use by Mower's Ark CIC, and any data or documents (including copies) produced, maintained or stored on the computer systems of Mower's Ark CIC or other electronic equipment (including mobile phones), remain the property of Mower's Ark CIC.

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 Mower's Ark CIC at any time on request, and in any event, before the termination of your employment with Mower's Ark CIC.

16. THIRD PARTY RIGHTS

16.1 No person other than you and Mower's Ark CIC may enforce any terms of this agreement.

17. EMPLOYMENT STATUS

17.1 This letter contains the particulars of your employment which Mower's Ark CIC is required to give you in accordance with section 1 of the Employment Rights Act 1996.

Mower's Ark CIC
50 Broadway, Kettering, Northamptonshire, NN15 6DD

17.2 We intend the contents of this letter to be an Apprenticeship Agreement in line with 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 Mower's Ark CIC and shall owe the same duties to Mower's Ark CIC as its other employees.

18.GOVERNING LAW

18.1 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 Mower's Ark CIC

I agree to the above terms.

.....
[apprentice name]

.....
Date:

APPENDIX 1
[Enclose a copy of the Approved Apprenticeship Standard]