



**AGREEMENT Relating to**

..... (*apprenticeship*)

**Between**

**Welcome Skills Limited**

**And**

..... (*apprentice*)

**And**

..... (*employer*)

**Welcome Skills Limited  
Sovereign House  
29-31 Limpsfield Rd  
South Croydon  
CR2 9LA**



Education & Skills  
Funding Agency



**European Union**  
European  
Social Fund

## Apprentice's Training Agreement.

### 1.0 TERMS OF AGREEMENT:

- 1.1 Welcome Skills Limited (WS) has contracted with the Education Skills Funding Agency (ESFA) to enable local companies to develop their workforce through participation in Apprenticeship programmes and gain nationally recognised certificates.
- 1.2 This Agreement informs you the Apprentice about your rights and responsibilities whilst you are training with us. It is an important document, which you should keep and refer to during your time with WS. (Please note that this document is for your information only and that nothing in it is intended to form the basis of any legal contract between WS and yourself and therefore the agreement is not legally binding between WS and you.)
- 1.3 This Agreement is made between WS, the Apprentice and the Employer

Apprentice's Name: \_\_\_\_\_

(the Apprentice)

Employer's Name: \_\_\_\_\_

(the Employer)

Agreement Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

- 1.4 This Agreement and the Health and Safety Assessment will be reviewed in accordance with ESFA requirements.

### 2.0 THE EMPLOYER:

- 2.1 Will provide a planned programme of training that encompasses a wide range of competencies in specific job skills, transferable skills, core skills and personal skills, applicable to the learning objective
- 2.2 Will designate a suitable member of staff as a Supervisor, who will participate in reviews, with WS staff and the Apprentice to facilitate the Apprentice's progress.
- 2.3 Will allow access with WS staff for training and assessment purposes and an annual health and safety check. In addition, will allow for appropriate parties such as the ESFA, the OFSTED Inspectorate and awarding bodies as necessary.
- 2.4 **Agrees to pay WS the 5% contribution for non-levy paying employers for any Apprentice aged 19 or over at the start of their programme. For further details the current WS Apprenticeship Charges and Employers Pricing Policy is available on request. Failure to pay contributions as agreed might result in the Apprentice being withdrawn from the course until all outstanding balances have been cleared. An Apprentice withdrawing voluntarily does not remove the Employer's obligation to pay in full.**

- 2.5 Should the Employer disregard these Terms and Conditions, WS reserves the right to impose a charge to cover its expenses where funding has to be repaid to the ESFA, or to recoup charges already paid out for the Apprentice's training. Any charges imposed will be in line with the Employers Pricing Policy.
- 2.6 Will agree, with WS, a Training Programme based on the Apprentice's Individual Learning Plan (ILP) for an approved apprenticeship, details of which will form a part of the agreement between the Apprentice and the Employer. The Employer shall ensure that the Apprentice is released, as agreed for any day-release, further training and / or assessments as required, as part of the 20% off-the-job training, to achieve a successful outcome.
- 2.7 Shall encourage the Apprentice to attend all aspects of any additional learning needs that are necessary for them to achieve their framework.

### HEALTH AND SAFETY:

- 2.8 Will take necessary steps for ensuring the health, safety and welfare of any Apprentice on placement with them in the same manner as an Employer is required to do in relation to other Employees.
- 2.9 Complies with the Health and Safety Act 1974 and the Management of Health and Safety at Work Regulation 1999 and any other relevant legislation.
- 2.10 Will report any accident or near misses involving the Apprentice to WS,
- 2.11 Must conduct an investigation into, and provide information about, any such accident or occurrence WS. Risk assessment must be completed as required by the Management of Work Regulations 1999, and where required specifically address the needs of young people. Adequate control measures must be implemented and communicated in accordance with the regulations and where required, to the Health and Safety Executive under Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR).
- 2.12 Agrees to maintain valid Employer's Liability and Public Liability Insurance and ensure Apprentice is covered such policies must cover all risks against liabilities, claims proceedings, expenses and loss in respect of personal injury to or death of any person, or damage to any property, caused by or arising out of anything done or omitted by this agreement.
- 2.13 Will make the Apprentice aware of any prohibitions that may exist in the workplace.
- 2.14 Will give the Apprentice adequate training and information for all eventualities in the workplace, for both work-related tasks and emergency procedures.
- 2.15 Will supply correct protective clothing and appropriate equipment for any specific task or hazard that may exist in the workplace.

- 2.16 Ensure, where necessary, that the Apprentice receives any pre-employment medical examination or health screening required by law.
- 2.17 Will ensure that each Apprentice required to drive or operate a vehicle or plant machinery owned, hired or leased has appropriate vehicle insurance cover and a valid driving licence.

**EQUALITY AND DIVERSITY:**

- 2.18 Will be responsible that all Apprentices are treated in accordance with the rules of The Equality Act 2010 and any subsequent legislation.
- 2.19 Has a duty to make reasonable adjustments to accommodate any Apprentice with disabilities in order to help overcome the practical effect of their disability.

**CONDITIONS OF WORK:**

- 2.20 Is aware that the combined hours of off-the-job training and the hours which the Apprentice works must be in accordance with the Working Time Regulations updated 2018. Details are on [www.direct.gov.uk](http://www.direct.gov.uk)
- 2.21 Will not impede an Apprentice's membership of any recognised Trade Union.
- 2.22 Will ensure that an accurate record of the Apprentice's punctuality and attendance is maintained and that WS is notified if this is unsatisfactory. WS should be notified immediately if any unauthorised absences occur as well as absences lasting longer than 3 weeks.

**EMPLOYED STATUS:**

- 2.23 **Will issue the Apprentice with a formal Contract of Employment stating hours, salary, holiday and Employer's Terms and Conditions of Work** setting out a statement of the skill trade or occupation for which the Apprentice is being trained under the relevant apprenticeship recognised Standard or Framework.
- 2.23 a) Agrees to pay the legal minimum wage of at least **£3.90 per hour for Apprentices aged 16-18**
  - b) Agrees to pay the legal minimum wage of at least **£3.90 per hour** for Apprentices aged 19 and over, who are still within the first year of the Apprenticeship programme.
  - c) Agrees to pay the national minimum wage, details of which are on [www.direct.gov.uk](http://www.direct.gov.uk) **for Apprentices aged 19 and over, who have completed their first year of the Apprenticeship programme.**
- 2.24 Agrees to pay the Apprentice their contracted rate of pay whilst he/she is undertaking the 20% off-the-job training, sitting examinations, assessments or relevant training for the Apprenticeship.

**ANNUAL LEAVE:**

- 2.25 The Apprentice must receive a minimum of 20 days annual leave plus time off for Bank and Public Holidays. The time off, equal to the attendance on that day, is to be granted. Holiday dates must be agreed in advance with Employer and Welcome Skills
- 2.26 Agrees to ensure, where reasonable, that holidays are taken enabling the Apprentice to keep up with course work. Welcome Skills must be notified of all holidays taken.

**TERMINATION OF THE AGREEMENT:**

Any party (giving the other a minimum of 28 days' notice in writing) may terminate the agreement. However, the agreement can be terminated with immediate effect if:

- a) The Education Skills Funding Agency withdraws its funding for whatever reason, or;
- b) Any party breaches any of the terms of the agreement;
- c) There is mutual agreement between the parties to do so.

Apprentice's Name: \_\_\_\_\_

Commencement of Employment: \_\_\_\_/\_\_\_\_/\_\_\_\_

Apprenticeship Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Expected End Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

I agree to an Apprenticeship with the above Company for the duration specified and I will abide by the terms and conditions of the Employer as set out in this agreement.

Apprentice's Signature \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Employer's Authorised Signatory \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Welcome Skills Limited Authorised Signatory \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_