

**Contract of Services Non-Levy
Employers**



**EASTERN REGION ROOF TRAINING
GROUP LTD**

*“Education is the most powerful
weapon which you can use to
change the world”*

NELSON MANDELA

XXXXXXXXXX



Eastern Region Roof Training Group Ltd

and

Eastern Roofing Contractor

**Apprenticeship Training
Services Agreement**

01/09/2019

EMPLOYER DETAILS		
Employer:	XXXXXXXXXX	
Company Number:		
Employer's address:		
[Employer's Representative:]	Name: Title: Email: Telephone: Postal Address:	
TRAINING PROVIDER DETAILS		
Training Provider:	Eastern Region Roof Training Group Ltd	
Training Provider's address:	Unit 6 Lower Street Ipswich Suffolk IP6 0DL	
Training Providers UKPRN	10002140	
Training Provider's Representative:	Name: Clive Coote Title: Director Email: clive.coote@btconnect.com Telephone: 01473 744412 Postal Address: As above	
SPECIFIC TERMS		
Expiry Date 17/10/2020	Duration of Apprenticeship being requested by employer Two years	
Fixed or Multiple Apprenticeship Programmes	Cross the required option: Fixed: This agreement is for one Apprenticeship Programme(s)	X
	Multiple: This agreement is for multiple Apprenticeship Programmes	

SCHEDULES		
Schedule 1:	Commitment Statement	
Schedule 2:	Training Provider's Complaints Procedure	

This agreement is entered into on the date set out above and is made up of these Contract Particulars, the Contract Terms and the Schedules stated above.

SIGNED on behalf of the **TRAINING PROVIDER:**

..... **Name Clive Coote**
Signature

SIGNED on behalf of the **EMPLOYER:**

..... **NAME**
Signature

Contract Terms

1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this clause apply to this agreement:

Apprentice means a person who works under an Apprenticeship Agreement entered into with the Employer

Apprentice Assessment Organisation means any organisation on the Register of Apprentice Assessment Organisations which is selected by an Employer and contracted by a Training Provider to carry out End-Point Assessment (see EPA)

Apprenticeship means the training and where applicable end-point assessment for an employee as part of a job with an accompanying skills development programme

Apprenticeship Agreement means (a) an approved English apprenticeship agreement; or (b) an apprenticeship agreement within the meaning given in section 32 of the Apprenticeship, Skills, Children and Learning Act 2009 as it applies in relation to England by virtue of provision made under section 115(9) of the Deregulation Act 2015

Apprenticeship Programme means a programme of Training set out in the Commitment Statement (Schedule 1)

Apprenticeship Programme Completion Date means the date on which the last Apprentice successfully completes the relevant End-Point Assessment (including following any resits necessary for such successful completion)

Apprenticeship Standard has the meaning given in Section A1 of the Apprenticeships, Skills, Children and Learning Act 2009

Charges means the full cost of the Services provided in accordance with the Apprenticeship Programme(s) as set out the relevant Apprenticeship Programme including the cost of any resits. The Government will fund part or all of the training for the Apprenticeship, this depends on the size of the employer and age of the learner.

End-Point Assessment (EPA) means the independent assessment of the Apprentice's knowledge, skills and behaviours carried out by an Apprentice Assessment Organisation at the end of the Training to confirm that the Apprentice has met the requirements of any relevant Approved Apprenticeship Standard

ESFA means the Secretary of State for Education, acting through the Education and Skills Funding Agency, an executive agency of the Department for Education, whose principal address is at Cheylesmore House, Quinton Road, Coventry, CV1 2WT

Funding the funding paid to the Training Provider on behalf of the Employer by the ESFA towards the cost of Training and End-Point Assessment in accordance with this agreement.

Funding Rules the Apprenticeship Funding and Performance Management Rules for Training Providers <https://www.gov.uk/government/publications/apprenticeship-funding-and-performance-management-rules-2017-to-2018>

Incentive Payment means an incentive payment made available to employers and paid to training providers on employers' behalf by the ESFA such as the apprenticeship grant for employers (AGE) and 16-18 incentive payment.

Training means the delivery of training and on-programme assessment by the Training Provider to one or more Apprentices

Training Provider's Representative means the person stated as the Training Provider's representative in the Contract Particulars or notified to the Employer from time to time

2. Commencement and Duration

- 2.1 This agreement shall commence on the date stated in the start of the contract and shall continue until the later of:
- 2.1.1 the Expiry Date;
 - 2.1.2 the latest Apprenticeship Programme Completion Date to occur provided that the relevant Apprenticeship Programme giving rise to such date has commenced prior to the Expiry Date.

3. Training Provider Obligations

- 3.1 The Training Provider shall deliver the Services to the Employer:
- 3.1.1 in accordance with and for the duration of the relevant Apprenticeship Programme;
 - 3.1.2 using reasonable skill and care;
 - 3.1.3 in compliance with the Funding Rules;
 - 3.1.4 in compliance with the Law and associated codes and guidance from time to time in force.
- 3.2 The Training Provider shall enter into written agreements with all relevant:
- 3.2.1 Subcontractors; and
 - 3.2.2 Apprentice Assessment Organisations;
- 3.3 The Training Provider shall monitor the quality of training delivered through such means as it considers appropriate including regular meetings, audits and observations of teaching, learning and assessment. Feedback can be obtained by request from the employer.
- 3.4 Subject to the Employer fulfilling the obligations set out in clause 4, the Training Provider shall use its reasonable endeavours to recover sums in respect of the Charges from the ESFA.

4. Employer Obligations

- 4.1 The Employer shall:
- 4.1.1 from the commencement of the relevant Apprenticeship Programme, employ and pay the Apprentice in accordance with the Law, agreed employment terms and conditions for the duration of the relevant Apprenticeship Programme which shall be not less than the period set out in the relevant Apprenticeship Programme (subject to earlier termination of this agreement in accordance with its terms and/or the Apprentice's employment contract);

4.1.2 promptly do all acts and not omit to do anything reasonably requested of the Employer by the Training Provider for the purposes of the Training Provider's:

- (a) compliance with the Funding Rules; and
- (b) obtaining any payment to which it may be entitled under the Funding Rules;

4.1.3 enter into and procure that each Apprentice enters into:

- (a) an Apprenticeship Agreement; and
- (b) a commitment statement as required by the Funding Rules,

Each of which must be in place for the entire length of the Apprenticeship and meet the requirements of the Funding Rules and made available to the training provider on request;

4.1.4 provide such training and/or carry out such actions as are assigned to the Employer in the Apprenticeship Programme and in any event, support each Apprentice in their learning and development to the reasonable satisfaction of the Training Provider;

4.1.5 notify in writing the training Provider of any changes in circumstance to the Apprentice i.e. break in learning, pregnancy, accident etc.;

4.1.6 confirm promptly on request by providing signed declarations to the Training Provider:

- (a) each Apprentice's eligibility for apprenticeship funding;
- (b) any eligibility for 16-18 year old incentive payments (if applicable);
- (c) the average number of employees employed by the Employer in the three years immediately preceding the first day of an Apprenticeship and (if applicable) the Employer's eligibility for small employer incentive payment;
- (d) any other matters on which the Training Provider requires written evidence that is in the possession of the Employer in order for the Training Provider to comply with the Funding Rules;
- (e) the address or addresses where the Apprentice shall be carrying out their working hours; and
- (f) whether learning support is available to support Apprentices with additional learning needs,

4.1.7 ensure, and on request confirm, that:

- (a) the Apprentice is employed for a minimum of 30 hours per week and that training both on and off the job is included in those hours of employment;
- (b) the funding for the Apprenticeship is not used to pay the apprentice's wages;
- (c) There is a mandatory requirement for all apprentices to undertake and be paid for off-the-job training. 20% on an apprentice's time at work (during working hours) must be dedicated to this activity. Working towards achieving English and Math's as part of the apprenticeship cannot be

included in this 20% of time and additional time at work must be given off-the-job to each apprentice.

Off-the-job training is defined as learning which is undertaken outside of the normal day-to-day working environment and leads towards the achievement of an apprenticeship. This can include training that is delivered at the apprentice's normal place of work but must not be delivered as part of their normal working duties.

- (d) the Apprentice is enabled to complete the Apprenticeship within their working hours and make available time for the Apprentice to be able to complete the Apprenticeship Programme including:
 - (i) permitting 20% of each Apprentice's employed hours to be used for off-the-job training;
 - (ii) releasing the Apprentice to the Training Provider for undertaking such training and courses with the Training Provider as set out in the Apprentice Proposal;
 - (iii) providing the Apprentice, the use of equipment necessary to enable the Apprentice to fulfil training objectives;
 - (iv) cooperating with the Training Provider to arrange for any necessary End-Point Assessment and allowing the Apprentice to attend the same

4.1.8 comply with the terms of any agreement between the Employer and the ESFA;

4.1.9 provide payment for resits for qualifications or End-Point Assessment required by the Approved Apprenticeship Standard where no extra learning takes place before the re-take;

4.1.10 comply with the Mandatory Policies of Eastern Region Roof Training Group Ltd

4.2 To secure an efficient working relationship between the Training Provider and the Employer and to protect the interests of the Apprentice, the Employer shall:

4.2.1 cooperate in good faith with the Training Provider and any Subcontractor and/or Apprentice Assessment Organisation to enable the successful delivery and completion of each Apprenticeship;

4.2.2 allow the Training Provider, its staff, auditors, contractors or agents, including the Training Provider's Representative, access to the Apprentice, the Employer's premises and any relevant records or documents, including health and safety records, to allow the Training Provider to comply with the Training Provider's obligations under this agreement. Such access shall be as reasonably agreed between the parties or on reasonable notice from the Training Provider;

4.2.3 promptly notify the Training Provider in writing when it becomes aware or develops a reasonable suspicion that the Apprentice wishes to withdraw from the Apprenticeship;

4.2.4 immediately notify the Training Provider if the Apprentice informs the Employer that they no longer wish to continue with the Apprenticeship; and

4.2.5 appoint an Employer's Representative and promptly notify the Training Provider of any change of the Employer's Representative from time to time.

5. Charges and Payments

- 5.1 The Employer shall pay the Charges to the Training Provider to the extent that the Charges have not been recovered by the Training Provider from the ESFA.
- 5.2 The Training Provider shall send invoices in respect of the Unfunded Charges to the Employer at the frequency set out in the relevant Apprenticeship Programme (or if the Apprenticeship Programme does not so specify, on a monthly basis). The Employer shall pay such invoices within thirty (30) days of receipt or such longer period as may be agreed.
- 5.3 Subject to the Employer providing the bank account details of the company or other legal person that employs the relevant Apprentice, the Training Provider shall pay to the Employer any Incentive Payments received from the ESFA on behalf of the Employer within thirty (30) days of receipt or such other timescale as may be specified in the Funding Rules.
- 5.4 Where for any reason the ESFA requires the Training Provider to return any Incentive Payments or any other payment, the Employer shall pay to the Training Provider an amount equal to the sum required to be returned. The Training Provider shall notify the Employer of any requirement to return payments to the ESFA and the Employer shall pay such amount to the Training Provider within thirty (30) days of such notice.
- 5.5 All fees will be listed within the proposal issued to the employer and also held on the commitment statement for each Apprentice.

6. Termination

- 6.1 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, either party may at any time terminate this agreement or any part of it with immediate effect by giving written notice to the other party if:
 - 6.1.1 the other party commits a material breach of any term of this agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - 6.1.2 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - 6.1.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 6.1.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 6.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party;
 - 6.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;

- 6.1.7 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
 - 6.1.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 6.1.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - 6.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 6.1.3 to clause 6.1.9 (inclusive);
 - 6.1.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
 - 6.1.12 the other party's funding agreement with the ESFA is terminated.
- 6.2 If the Training Provider ceases to be an ESFA approved training provider (so indicated at the date of this agreement by being listed on the Register of Apprenticeship Training Providers) then the ESFA will make provisions to ensure learning is continued.

7. Force Majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for one ninety (90) days or more, the party not affected may terminate this agreement by giving thirty (30) days' written notice to the other party.

8. Liabilities and Insurance

- 8.1 Neither party excludes or limits liability to the other party for:
- 8.1.1 fraud or fraudulent misrepresentation;
 - 8.1.2 death or personal injury caused by negligence;
 - 8.1.3 a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 8.1.4 any matter for which it would be unlawful for the parties to exclude liability.
- 8.2 Subject to clause 8.1, neither party shall in any circumstances be liable to the other whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- 8.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - 8.2.2 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
 - 8.2.3 any loss or liability (whether direct or indirect) under or in relation to any other contract.

8.3 Insurance

Each party shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by that party, arising out of the its performance of the agreement, including death or personal injury, loss of or damage to property or any other loss.

8.4 The terms of any insurance or the amount of cover shall not relieve the insured party of any liabilities under this agreement.

9. Safeguarding

9.1 The Employer acknowledges that the Training Provider has a statutory duty to safeguard and promote the welfare of individuals under the age of 18 years old and vulnerable adults over the age of eighteen (18) years old pursuant to the Children Act 2004 and the Safeguarding Vulnerable Groups Act 2006.

9.2 The Employer shall and shall ensure that the Employer's employees, contractors and agents:

9.2.1 comply with the requirements of the Children Act 2004 and the Safeguarding Vulnerable Groups Act 2006 to the extent that they apply to the Employer; and

9.2.2 confidentially report to the Training Provider's designated senior person from time to time, any concerns relating to an Apprentice or other learner enrolled with the Training Provider, employee, agent or contractor of the Training Provider.

9.3 The Employer shall by signing this agreement, be deemed to have read the Training Provider's policy and guidance relating to safeguarding and will comply with its contents at all times.

10. Health and Safety

10.1 The parties shall perform their obligations under this agreement (including those in relation to the Services) in accordance with:

10.1.1 all applicable Law regarding health and safety; and

10.1.2 the health and safety policy of the other party whilst at the other party's premises (to the extent it has been made known by one party to the other party).

10.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at either party's premises of which it becomes aware and which relate to or arise in connection with the performance of this agreement. Each party shall adopt any necessary associated safety measures in order to manage any such material health and safety hazards. A H&S check will be carried out by Eastern Region Roof Training Group Ltd prior to the commencement of any learning. The employer must action any points deemed unsatisfactory to ensure the safety of the Apprentice.

11. Data Protection and Freedom of Information

11.1 The Employer acknowledges that the Training Provider is subject to the requirements of the Data Protection Act 1998, the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and, from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679), all as amended from time to time. The Training Provider acknowledges that the Employer is subject to the requirements of the Data Protection Act 1998 and, from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679), as amended from time to time.

- 11.2 The Employer shall offer such prompt and reasonable assistance to the Training Provider as the Training Provider may request from time to time, to assist it in complying with its information disclosure obligations under the legislation.
- 11.3 Where the Training Provider or the Employer handle any personal or sensitive personal data (within the meaning of the Data Protection Act 1998 and/or the General Data Protection Regulation (Regulation (EU) 2016/679)), including in relation to the Apprentices or Apprentices, they undertake to comply with their respective obligations under that legislation.
- 11.4 Where the Employer receives a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 relating to the operation of this agreement, the Employer shall promptly pass the request to the Training Provider and shall not respond directly to any such request without the Training Provider's prior written consent.

12. Equality Legislation

- 12.1 Each party shall (and shall procure that its employees, contractors, agents and other personnel shall):
- 12.1.1 perform its obligations under this agreement (including those in relation to the Services) in accordance with all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
- 12.1.2 at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement.

13. Contract Variation

- 13.1 No variation to this agreement other than agreed in writing and signed by both parties.

14. Governing Law

This agreement and any non-contractual obligation arising out of it is subject to the laws of England and the parties agree that any disputes between the parties shall be subject to the exclusive jurisdiction of the courts of England.