



Shared Apprenticeships

This programme is part funded by



SWSA Ltd trading as
Shared Apprenticeships South West (SASW)

Host Company Apprentice Agreement

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This agreement is made between:

1. South West Shared Apprenticeship Company Ltd trading as "Shared Apprenticeships South West" (SASW)
2. **Host Contractor Name** (Host Company)

This contract shall cover the placement of **Apprentice Name**

This contract shall commence on **Start Date of placement** and shall terminate automatically on **End Date of placement**

1. Purpose of the Agreement

This Agreement is entered into in connection with a qualifying apprenticeship framework under which an apprentice is being placed with the Host Company for the purpose of workplace training.

2. Provision of Work

- 2.1. The Apprentice is employed by SASW and placed with the Host Company to attain the necessary practical 'on the job' experience to achieve a recognised qualification. The duration of the placement will be a minimum of the time specified above, and may be extended by agreement depending on workload and suitable conditions for training being available, any such extension being agreed at least 2 weeks prior to the termination of this contract.
- 2.2. The Host Company shall provide on-the-job training, guidance and support for the apprentice and teach him/her good and safe working practices, in line with the requirements of legislation and in accordance with the apprentice's Training Activity Plan. This Plan is agreed by the apprentice and SASW, and reflects required steps to achievement of qualification. The Host Company will have full sight of this plan, which will be reviewed on a quarterly basis and may be modified by agreement of all parties at any stage during the placement.
- 2.3. The Host Company shall appoint a Supervisor who will complete the appropriate sections in each apprentice's Training Activity Plan, as required. The Supervisor will also ensure that the apprentice has access to any evidence needed to confirm their experience; this is to be kept up to date throughout the training programme.
- 2.4. SASW will provide basic PPE (including boots), and if necessary the apprentice will supply their own basic set of tools. The Host Company is required to ensure apprentices have the appropriate further tools to undertake site training. The Host Company shall accept liability for apprentice's tools up to a maximum amount of £150 for any loss caused by fire or theft of tools which have been properly secured by an apprentice in such lock-up facilities or lock-up boxes which shall be provided by the Host Company.

3. Fees

- 3.1. The charge to the Host Company shall be invoiced as appropriate (see below) for 40 hours per week, with overtime payments agreed separately as appropriate. (Please note apprentices under the age of 18 cannot undertake overtime). VAT will be added to the charge.
- 3.2. The fees will be invoiced 4 weekly and payment is to be made within 14 days.
- 3.3. The Host Company is responsible for paying fees for the apprentice for the full term above even if the placement term is reduced (subject to clause 13 – Termination – below).

3.4. The minimum placement with a Host Company is usually 13 weeks unless agreed otherwise and is in line with the dates in the first section of this Apprentice Agreement.

3.5. Summary of charges per hour and week to which VAT will be added

Trade Apprentices

Level of Apprentice	to Host (per/wk.)
Level 2	£275.00
Level 3	£300.00

The Host Company will be charged for time on site and at college.

4. Working Conditions and Time Off (including holidays)

- 4.1. For the duration of the contract the Host Company is required to comply with all employment legislation, including the Agency Workers Regulations 2010 (AWR) and shall cooperate regarding employment procedures with SASW. Copies of these procedures are available on request.
- 4.2. In accordance with the AWR the apprentice is entitled to at least the same terms and conditions as those of other similar employees of the Host Company. The Host Company must assist SASW in identifying areas of disparity, and must notify SASW within 12 weeks of commencement of this contract, and in writing, of any such disparities identified.
- 4.3. The Host Company shall ensure that apprentices work for no more than 40 hours per week; however, those over 18 can work overtime if reasonably required. Any overtime payments will be in accordance with the Host Company’s standard terms and conditions. Overtime and its rate of payment shall be agreed in advance with SASW, with additional costs invoiced to the Host Company.
- 4.4. The Host Company shall ensure that the apprentice is permitted time off with pay to attend training at their specified college/training centre.
- 4.5. Any work that apprentices undertake for the Host Company, including on-the-job training is deemed to be wholly under the direction of the Host who is designated as the responsible company. SASW and CITB will not be responsible for any injury, loss, costs, damages or expenses incurred by the Host Company, apprentice or any third party for the duration of this contract, and the Host Company will indemnify SASW in respect of all such any claims, correspondence, liabilities or expenses.
- 4.6. SASW will work with the Host Company to ensure that apprentices receive a minimum of 28 days paid annual leave (inclusive of statutory public and bank holidays) in accordance with the Working Time Regulations 1998. Apprentices are recommended to take 10 days’ winter holiday to include Christmas Day, Boxing Day and New Year’s Day; 10 days in the summer period; 5 individual public holidays; and 3 days at another time. The Host Company will have joint approval with SASW over any requests for annual leave.

5. Attendance Records/Absences

- 5.1. The Host Company shall ensure that apprentices will be allowed reasonable time off with pay to sit examinations or assessments of competence. SASW will notify the Host Company at least 2 weeks in advance of any such examination dates.

- 5.2. The Host Company shall inform SASW immediately if on-the-job training is disrupted by industrial action. Should such industrial action be prolonged, SASW may be obliged to move the apprentice in order to maintain their training. This shall only be in full knowledge of the Host Company.
- 5.3. The Host Company shall maintain accurate records of attendance (timesheets) and shall provide copies of the records of attendance of apprentices on a weekly basis. SASW will be ultimately responsible for dealing with all matters of absence management, and will advise the Host Company if an apprentice has advised that they will be absent.
- 5.4. If an apprentice has an unauthorised absence or is absent for more than 3 consecutive days the Host Company must inform SASW immediately, and cooperate with any necessary formal procedures which may arise.
- 5.5. The Host Company will inform SASW immediately, should any situation arise where SASW or the Host Company policies have been breached, or where disciplinary action may be necessary. Informal disciplinary action may be taken by the Host Company in accordance with their own disciplinary procedures. However, SASW shall be responsible for formally disciplining the apprentice or dealing with any grievance of the apprentice, which will involve discussion with the Host Company as appropriate.
- 5.6. Sick Pay (SSP) will be paid by SASW and is not rechargeable.

6. Equality of Opportunity

- 6.1. The Host Company shall work in accordance with SASW's Equality and Diversity Policy Statement (attached as schedule A). No apprentice should receive less favourable treatment than any other on the grounds of age, disability, sex, gender reassignment, pregnancy or maternity, race (which includes colour, nationality, ethnic or national origins), sexual orientation, religion or belief or because someone is married or in a civil partnership.

7. Health, Safety and Welfare

- 7.1. The Host Company will allow SASW or their nominated representative(s) access to the work site at any time to ensure that the apprentices are safe, and to carry out a pre-placement check, and regular reviews of the site working conditions.
- 7.2. The Host Company will allow SASW or their nominated representative(s) in advance of the start of the placement to complete a check to assess employer's ability to manage Health and Safety (pre-placement check). The Host Company must meet the required standard prior to commencement of a placement.
- 7.3. SASW will carry out a Health and Safety induction; however, a comprehensive Health and Safety induction must be provided by the Host Company for the apprentice(s), covering Host's requirements, and site specific elements on or before commencement of the placement, and before any on-site work is undertaken. These are to be recorded on a Health & Safety checklist and submitted to SASW.
- 7.4. A Health and Safety policy must be in place for the Host Company, and where there are five or more employees, this must be in writing. The Host Company must carry out specific risk assessments where young persons are employed.
- 7.5. Deaths, major injuries and dangerous occurrences (as defined by RIDDOR) must be reported immediately to the enforcing authority (either the Health and Safety Executive, or Local Authority) and SASW.

- 7.6. The Host Company shall ensure that notifications are given to the appropriate person or authority, and must also report to SASW any apprentices who are absent for more than three consecutive working days due to accident or because of injury or occupational disease (whether or not a prescribed industrial disease). All accidents involving apprentices, requiring professional medical attention must be reported to SASW immediately.
- 7.7. The Host Company must provide - free of charge – further appropriate protective equipment (PPE) for any task undertaken and any replacements needed for the general safety of apprentices while on site and ensure proper use of all PPE.
- 7.8. Where any necessary preventive and protective measures are identified as a result of a pre-placement check or other review of site conditions, the Host Company must ensure implementation of corrective actions.
- 7.9. The Host Company will provide where appropriate a programme of induction training to the satisfaction of SASW, to be recorded in the Apprentice Activity Plan produced by CITB
- 7.10. If any unexplained changes in the behaviour of an apprentice are identified that may give cause for concern, the Host Company should notify the SASW Apprentice Mentor or Programme Manager, who will take necessary actions in accordance with SASW policies. (Note: The Children Act 2004 covers young people under the age of 18).
- 7.11. The Host Company shall ensure that appropriate risk assessments and COSHH assessments are carried out, that the information is communicated to the trainee, and recorded in the apprentice's Training Activity Plan.
- 7.12. SASW must be notified immediately if the apprentice is to be exposed to any of the following types of work:
- Nuclear/Offshore/Petrochemical
 - Aviation, Power, Rail, Ports, Asbestos
 - the use of oxyacetylene welding or flame cutting equipment, blow lamps or torches
- 7.13. It is the responsibility of the Host Company to ensure that if there is potential exposure of an apprentice to any harmful substances or materials that the Host Company takes the appropriate precautions to protect the wellbeing of the apprentice

8. Insurance

- 8.1. The Host Company shall take out and maintain, a policy or policies of employer's liability and public liability insurance extending to all apprentices, ensuring that all risks reasonably covered by an employer in respect of employees against any loss or expenses the Host Company or SASW may suffer in respect of personal injury, death or loss or damage to property or any person whether or not caused by an apprentice or arising out of anything done or omitted under the agreement. The insurance policy in respect of employer's liability must be to a minimum cover of £10 million pounds, and in respect of public liability must be to a minimum of £5 million pounds.
- 8.2. The Host Company shall provide insurance cover for:
- 8.2.1. accidental injury benefit for a specified injury (or injuries) sustained as a result of an accident at the place of work, or whilst undertaking work related activities
- 8.3. Before accepting an apprentice, the Host Company shall supply a copy of the insurance policy or policies (including any specialist cover in relation to 7.1 above) for inspection by SASW. Whenever the policy is renewed, The Host Company must send a copy to SASW, and may from time to time be required to provide evidence of premium payment. The Host Company must be compliant with

terms and conditions of the insurance policies at all times. If cover under the insurance policies lapse or not be renewed or be changed in any material way or if the host company is aware of any reason why the cover under insurance policies may lapse or not be renewed or be changed in any material way, the Host Company must notify SASW without any delay.

- 8.4. The Host Company shall ensure that insurers are notified of the placement of the apprentice and its commencement.

9. Unsatisfactory Apprentices

- 9.1. If the Host Company has reasonable grounds that the apprentice had committed an act of misconduct or is otherwise unsatisfactory the Host Company must notify SASW (the relevant Apprentice Mentor). Informal disciplinary action may be taken by the Host Company in accordance with their own disciplinary procedures. SASW will consult with the Host Company regarding any proposed formal disciplinary action, however it shall solely be the responsibility of SASW to carry out formal disciplinary action in accordance with its own procedures, or deal with any grievances by an apprentice.

10. General Requirements:

- 10.1. SASW is responsible for paying the apprentice's wages in accordance with relevant regulations, including the National Minimum Wages Regulations 2013. The Host Company shall pay each invoice submitted by SASW within 14 days of receipt. There are no refunds or rebates payable.
- 10.2. SASW will advise the apprentice in writing of their pay at the start of their employment. The Host Company can request that SASW pay the apprentice a higher wage. This must be in writing and the scheme will recover the additional cost from the Host Company.
- 10.3. The Host Company must not involve apprentices in political or religious activities or conduct site work in a manner likely to bring SASW or CITB into disrepute.
- 10.4. Apprentices will be allowed access, at all reasonable times, to members of the staff or agents of SASW, in particular their Apprentice Mentor. Such staff or agents will be permitted to visit the apprentice (at the Host Company's premises or other places where the apprentice may be working) at all reasonable times and inspect the training providers/Host Company records as necessary.
- 10.5. The Host Company will permit apprentices to join Trade Unions if they wish.
- 10.6. The Host Company confirms that the apprentice will only be required to undertake such work in a manner appropriate to their experience, and that the Host Company takes full responsibility for their actions when under its control.

11. Travel and Subsistence

- 11.1. The Host Company shall have the right to transfer an apprentice to any site within daily travelling distance of where the apprentice is living. A site is within daily travelling distance if:
- a) transport is provided free by the Host Company and the apprentice can normally get from where he is living to the pickup point designated by the Host Company within one hour, using public transport if necessary; or
 - b) in any other case the apprentice, by using the available public transport on the most direct surface route, can normally get to the site within two hours.
- 11.2. An apprentice transferred to another place of work during working hours shall, on the day of the transfer only, be paid any fares incurred in the transfer, and in travelling home from the place where

he finishes work if this differs from the place where he reported for work at starting time. This shall be paid by the Host Company.

- 11.3. Where the Host Company requires the apprentice to work at a distance where lodging away from home is necessary, then the Host Company must obtain written authority and agreement from SASW and the parent or guardian (if the apprentice is under 18), and make adequate arrangements with the training provider for assessments.
- 11.4. The Host Company is responsible for subsistence and travel allowances and all expenses associated with lodgings. Such costs will be agreed in advance, and recovered by SASW via normal invoicing procedures (10.1).
- 11.5. The Host Company is responsible for briefing their apprentice of the good behaviour and conduct expected of them while they are resident in lodgings.
- 11.6. The Host Company will give at least 10 days notice of the need to work at a distance that necessitates lodging.

12. Transfer fee

The scheme welcomes the opportunity for an Apprentice to be recruited on a full-time apprenticeship basis by the Host Company. However, to cover early management and administrative costs a charge of £800 will be levied in the first 6 months of employment with the scheme and £400 thereafter up to 15 months of employment with the scheme.

13. Termination of Agreement

- 13.1. This Contract may be terminated with immediate effect with no liability to make any further payment to one another if either party at any time:
 - Commits any gross misconduct affecting the business of either party;
 - Commits any serious or repeated breach or non-observance of any of the provisions of this Contract;
 - The apprentice(s) cease to be employed by SASW.
- 13.2. The commencement of liquidation or bankruptcy proceedings against any party if they become insolvent, comes to any arrangement with its creditors or has a receiver appointed over its assets may be treated as an irredeemable breach of this Agreement.

14. Employment Conditions 2012

These conditions may change to suit regulations as appropriate

15. Entire agreement

- 15.1. This agreement constitutes the entire agreement between the parties and supersedes all previous agreements (written or oral) between the parties in relation to its subject-matter.
- 15.2. Each party acknowledges that in entering into this agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.
- 15.3. Nothing in this clause shall limit or exclude any liability for fraud.

16. Variation

This agreement may only be changed in writing signed by all parties

17. Third Party Rights

This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

18. Governing Law

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.

The Host Company upon receipt of this contract will be required to sign this document – either once electronically or two hard copies – these will need to be returned to SASW. Upon receipt at SASW, SASW will countersign the document and return a copy to the Host Company.

The parties agree that this agreement sets out the parties' responsibilities for **Apprentice Name** under SASW policies, and the Acts listed below.

Agreement Signatures:

Signature of the Host Company representative

Signed:

Date:

Name: _____

Company: _____

Address:

Signature of SASW representative

Signed: _____

Date: _____

Name:

Company:

Address:

SCHEDULE A

SASW EQUALITY AND DIVERSITY STATEMENT

EQUAL OPPORTUNITY POLICY

PROMOTING EQUALITY

SASW is committed to promoting equality and tackling discrimination to ensure that as an employer and provider of services we do not directly or indirectly discriminate on the grounds of age, disability, sex, gender reassignment, pregnancy or maternity, race, (which includes colour, nationality, ethnic, or national origins), sexual orientation, religion or belief or because someone is married or in a civil partnership.

EQUALITY AND SOCIAL JUSTICE

To enable all sections of the community to exercise their economic, social and cultural rights as citizens is one of the SASW's core values.

This means that in our commitment to promoting equality we must recognise and meet the needs of both our workforce and our diverse communities. We will take an active role in tackling discrimination by bringing about change in peoples' attitude prejudices and behaviour.

In addition to complying with national legislation including the Race Relations Act 1976 and the Race Relations Amendment Act 2000, the Sex Discrimination Act 1975 and Equalities Act 2010 .The Disability Discrimination Act 1995 and 2005 relating to race, gender and disability, we strive to achieve the following objectives to ensure our training programme reflects the regions diverse communities and ensure that learners feel valued:

- Develop good training practices, including a fair recruitment and selection process
- Promote to learners their ability to undertake training opportunities
- Work towards creating a welcoming, friendly and accessible environment
- Provide training for our learners on policies and procedures
- Treat all employees and learners with dignity, respect and recognition
- Every employee, learner, employer and host company has a responsibility to act in a manner that upholds and follows the spirit and intention of equality and diversity
- Review with any host company the quality of service delivered

MONITORING

We collect and analyse lots of different facts and figures. These help us to see if there have been any changes – both good and bad – and where there are gaps in our training programme. That is why we examine the make-up of our learners according to sex, ethnic origin and disability.

SASW have a detailed Equal Opportunity and Diversity Policy which can be provided on request. The Policy has information in it about how we will make sure that people are treated fairly in employment and training. The policies and plan are reviewed every year and are updated if the law changes or if there is any change in general guidance.

WHAT IS HARASSMENT AND BULLYING

Workplace harassment is regarded as any conduct related to age, disability, sex, gender reassignment, pregnancy or maternity, race (which includes colour, nationality, ethnic or national origins), sexual orientation, religion, belief or because someone is married or in a civil partnership or any other personal characteristic that is unwanted by the recipient.

Harassment can include unwelcome physical, verbal or non verbal conduct and may be persistent or an isolated incident and may be directed towards one or more individuals. The source of harassment may be a single work colleague or several people.

SASW Position Statement for Safeguarding

- SASW believes that it is always unacceptable for a learner to experience abuse of any kind and recognises its' responsibility to safeguard the welfare of all learners by commitment to practice that protects them.

We recognise that:

- The safety and welfare of the learner is paramount
- All learners, regardless of age, disability, sex, gender reassignment, pregnancy or maternity, race (which includes colour, nationality, ethnic or national origins), sexual orientation, religion, belief or because someone is married or in a civil partnership, have the right to equal protection from all types of harm or abuse.
- Working in partnership with learners and with other agencies is essential in promoting a safe learning environment

The purpose of this policy is to:

- Provide protection for all learners
- Provide staff and volunteers with guidance on procedures they should adopt if they suspect a learner may be experiencing, or be at risk of, harm

This statement applies to all staff, including managers, volunteers, sessional worker and learners.

We will seek to safeguard all learners by:

- Valuing them, listening to them and respecting them
- Adopting safeguarding guidelines through procedures and a code of conduct for staff and volunteers
- Recruiting staff safely
- Sharing information about concerns with agencies who need it, and involving learners and their parents/carers appropriately

We are also committed to reviewing our policy and practice annually.