



Apprenticeship Agreement – Contract of Employment

Between **(Employer)**:

Baltic Apprenticeships (Baltic Training Services Ltd)
Baltic House, Hilton Road, Newton Aycliffe, DL5 6EN

AND **(Employee)**:

INSERT EMPLOYEE NAME & ADDRESS

Statement of Particulars

This Apprenticeship Agreement ('the Agreement') is entered into in connection with an approved apprenticeship standard in the discipline stated below, complying with the Specification of Apprenticeship Standards for England 2018 further to the Apprenticeship Skills, Children and Learning Act 2009. The Agreement amounts to a contract of employment and not a contract of apprenticeship at common law.

The Agreement, together with the Employee Handbook, forms your Contract of Employment (except where the contrary is expressly stated) and sets out your terms and conditions of employment as required by Section 1 of the Employment Rights Acts 1996. The particulars are as follows:

1. POSITION:

INSERT (FTC / PERM)

Your job title does not limit your duties, and we may require you from time to time to do any work within your abilities, irrespective of grade or skill set.

2. EMPLOYMENT START DATE:

INSERT

Your period of continuous employment for the purposes of your statutory employment rights will also commence on the above date OR (for existing employees changing role) began on: **INSERT DATE**. No employment with any previous employer counts as part of your continuous employment with the company.

3. CONTRACT TYPE:

INSERT

IF FIXED-TERM: Your employment with the company is on a fixed-term basis, subject to the duration of your Apprenticeship. Your employment (should it be confirmed on completion of the probationary period and not terminated earlier by notice) will automatically end on the date stated below, which is when it is anticipated that you will complete your Apprenticeship. This appointment carries with it no commitment to a subsequent career appointment or continuity of employment with the company.

4. ANNUAL SALARY:

INSERT

Your salary will accrue day to day and will be paid monthly in arrears by credit transfer into your bank or building society account on the last working day of each month.



We normally review salaries at least once every year, but the Company is under no obligation to award an increase following a salary review.

We reserve the right to deduct any sums owed by you to the Company from your salary or any other sums due to you. More information can be found in the relevant section of the Employee Handbook or as detailed in separate terms & conditions (such as training or equipment cost agreements).

6. CONTRACTUAL HOURS (AND PATTERN)

INSERT

You may be required to work additional hours as necessitated by the needs of the business and in the proper performance of your duties.

You are entitled to an unpaid **30 minute** lunch break each day (this will be pro-rata for part-time workers). This should be taken at a time agreed with your Line Manager. Further information can be found in the Employee Handbook as regards to non-contractual comfort breaks.

Your employment is covered by regulations on working time, as conferred by the Working Time Directive 2003 and Working Time Regulations 1998, which limit working to an average of 48 hours per week over a stated period. If you wish to opt out, you can complete an 'opt-out' form which is available from the HR page of the Intranet.

7. PLACE OF WORK:

INSERT

This is your 'usual place of work'. However, subject to business need, we may require you to work at other locations on a temporary or permanent basis as directed by the business and subject to reasonable notice. We may also need you to work away from home or travel from time to time in fulfilment of your role (to attend meetings, training, etc) subject to reasonable notice and with appropriate financial support. More information can be found in the relevant section of the Employee Handbook.

8. ANNUAL LEAVE:

INSERT

The company's holiday year runs from 1st January to 31st December each year. You will receive a paid entitlement of 25 working days per year. With incremental increases, subject to length of service, up to 30 days per year (more information can be found in our Employee Handbook).

If you are employed on a part-time contract, your entitlement will be the pro-rata equivalent. If your employment starts or ends part way through the holiday year, your holiday entitlement will be the pro-rata equivalent of the total complete weeks available to work or worked.

9. PUBLIC BANK HOLIDAYS:

INSERT

In addition to your **25** days annual leave entitlement, you also have the right to **8** days public bank holidays. Ordinarily you will not be required to work these, however in the event business needs necessitate you to work one of more of these days we will give you reasonable notice. You will also be awarded a day off in lieu as a result of any worked bank holidays.

More information can be found in the relevant section of the Employee Handbook.

10. ONBOARDING & INTEGRATION PERIOD

All roles are subject to a bespoke 6 month onboarding, training and integration plan. The status of your employment is conditional subject to your successful completion of this and is reviewed at regular intervals (month 1, 3 and 6). During this time, you will be provided all relevant role and



Company training in addition to ongoing coaching and support from your Line Manager and other key stakeholders.

The Company reserves the right to terminate early or extend this period in instances of poor attendance, performance and/or conduct. More information can be found in the relevant section of the Employee Handbook.

11. TRAINING

Your employment is conditional subject to your following of an agreed schedule of training (and associated commitments), completing your work in the workplace to the satisfaction of the business, leading to achievement of a recognised qualification(s) and in fulfilment of this Apprenticeship Agreement. Details of your schedule of training will be set out in a separate Apprenticeship Learner Agreement as provided by the nominated training provider.

The practical period of your apprenticeship will be around 18 months from the start date of your employment. You will spend at least 20% of your time over the course of your apprenticeship on “off-the-job” training. This will take place during normal working hours as directed by your Line Manager. You shall not engage in any other occupation, business or additional training that may interfere with your training throughout the duration of your apprenticeship programme with Baltic Apprenticeships.

12. ADDITIONAL BENEFITS:

DELETE AS APPROPRIATE

12.1 You will also benefit from your birthday off where it falls on a normal working day, and where in the 3 months prior you have had 100% attendance.

13. BONUS

DELETE AS APPROPRIATE

All company bonus schemes (whether recurring or one off) are discretionary and do not form part of your contract of employment. Each bonus scheme will be accompanied by and subject to separate terms and conditions and qualifying criteria. We reserve the right to suspend and/or vary temporarily or indefinitely any bonus scheme (whether recurring or one off) at any time and without notice. Payment of bonus on a one-off basis shall not create an obligation upon us to make any subsequent bonus payment. All bonuses are payable through the corresponding payroll period and subject to relevant deductions.

14. EXPENSES

You will be reimbursed for authorised expenses subject to compliance with the Company Travel & Expenses Policy. All expenses must be claimed using the appropriate forms, signed by your Line Manager/ Director, and submitted to the Finance Department along with supporting VAT receipts or relevant evidence. Further information can be found in the relevant section of the Employee Handbook or from the Finance Department.

15. PENSION SCHEME:

There is an auto-enrolment, occupational pension scheme applicable to your employment. Subject to qualifying criteria, you will be auto enrolled onto this scheme with additional information supplied by the scheme provider: **The People’s Pension**. Further information can be found in the relevant section of the Employee Handbook or from the HR & Payroll Department.



16. COLLECTIVE AGREEMENTS:

There is no Collective Agreement which directly affects your terms and conditions of employment.

17. SICK PAY & CONDITIONS:

There is no contractual sickness / injury payments scheme in addition to SSP. Further information can be found in the relevant section of the Employee Handbook.

In the event of sickness absence, you must follow the employee responsibilities as set out in the Employee Handbook and Attendance Management Policy & Procedure.

Sickness absence is subject to monitoring and review as set out in the Company Absence Procedure and we reserve the right to terminate your employment for any reason, including on the grounds of poor absence or ill health, notwithstanding your statutory rights.

18. DISCIPLINARY, CAPABILITY, ABSENCE & GRIEVANCE PROCEDURES:

The Company operates separate Disciplinary, Capability, Absence and Grievance Procedures. These are outlined in the Employee Handbook and accessible on the policy section of the Intranet and are non-contractual. We review these and all other People Policies annually with all changes communicated in advance of their implementation date.

19. DISMISSAL AND APPEALS PROCEDURES:

The Company dismissal and appeals procedures are consistent with statute and relevant codes of practice and are set out in each of the above procedures and are non-contractual.

20. DATA PROTECTION:

We will process personal data about you in accordance with the Company Employee Data Privacy notice, which can be accessed via the Employee Handbook and policy section of the Intranet.

You have a duty to comply with the Company Data Privacy Policy & Notices, along with accompanying instruction, processes and procedures issued in connection when handling personal data in the course of your employment. This includes any personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the Company. You must also comply with corresponding Company policies including but not limited to the Staff Communications & Social Media policies.

Failure to comply with any of the above may be dealt with under the Company Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

21. CONFIDENTIALITY:

During your employment, you may have access to confidential information about our business. Confidential information is valuable and our business could be damaged if such information were to fall into the hands of a competitor. Therefore, you agree that you shall not use or disclose any confidential information to any person either during or at any time after your employment with the Company.

The above restriction does not apply to:



- A protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.
- Use or disclosure that has been authorised by the Company, is required by law or by your employment.

Confidential information means any information or matter about the business or affairs of the Company or any of its business contacts or about any other matters which may come to your knowledge in the course of your employment, and which is not in the public domain or which is in the public domain as a result of your breach of this agreement. It includes but is not limited to information about the design, specification, process of manufacturing, cost of manufacturing and pricing of our products; our technical data and know how; information about arrangements (including pricing arrangements) with our suppliers and customers; our customer list; information about our financial affairs; information about our business methods; our rates of pay; our business development plans, including plans relating to new products, designs or markets and plans relating to the structure of our business; and any other confidential information within the business and anything else which you are told is confidential.

22. INTELLECTUAL PROPERTY:

You agree to give the Company full written details of all inventions or intellectual property rights made wholly or partly by you at any time during your employment which relate to, or are reasonably capable of being used in, the business of the Company. You acknowledge that all intellectual property rights subsisting (or which may in the future subsist) in all such inventions and works shall automatically, on creation, belong to the Company absolutely. To the extent that they do not belong automatically, you will hold them on trust for the Company. You agree to promptly execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this clause.

23. VARIATIONS AND CHANGES:

We reserve the right to make reasonable changes to any of your terms of employment. You will be notified both verbally, to allow opportunity for necessary consultation, and in writing to confirm any changes as soon as possible and in any event within one month of the proposed change.

24. JURISDICTION:

The Company and you irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

25. TERMINATION OF EMPLOYMENT:

25.1 EMPLOYER OBLIGATIONS:

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|---|--------------------------------------|
| During 6 month training & integration period: | 1 weeks' notice to be given |
| More than 6 months service but less than 5 years: | 1 months' notice to be given |
| More than 5 years' service: complete year of service up to 12 weeks after 12 years | 1 weeks' notice to be given for each |



25.2 EMPLOYEE OBLIGATIONS:

Less than 6 months service: 1 weeks' notice to be given
More than 6 months service: 1 months' notice to be given

You are required to submit your notice in writing should you wish to resign.

26. PAYMENT IN LIEU OF NOTICE

The Company may, in its absolute discretion, terminate your employment without notice and make a payment in lieu of notice. The payment in lieu of notice will be equal to your basic salary (as at the termination date) which you would have been entitled to receive during the notice period (or, if notice has already been given, during the remainder of the notice period) less deductions for income tax and National Insurance contributions.

27. GARDEN LEAVE

During your notice period, we may ask you not to perform some or all of your normal duties and/or you may be asked to stay at home on 'garden leave' for the whole or part of your notice. In these circumstances, we will continue to pay you your contractual pay and benefits as normal until the date on which you leave the Company.

During any period of garden leave: (a) we will be under no obligation to provide any work to you; (b) you may be required to carry out alternative duties; (c) you must not contact or deal with (or attempt to contact or deal with) any of the Company's officers, employees, consultants, clients, customers, agents, distributors, shareholders, advisers, suppliers or external organisations without the [written] permission of your manager on each occasion; (d) you shall remain an employee of the Company and remain bound by all the terms of your employment, both express and implied, including in particular your obligations of good faith and fidelity, confidentiality and avoidance of conflicts of interest; and (e) you must ensure that your Line Manager knows where you are and how you can be contacted during each working day (except for holidays taken in the normal way).

28. OBLIGATIONS FOLLOWING TERMINATION (RESTRICTIVE COVENANTS):

In this clause the expressions following bear the meanings ascribed to them respectively below, namely:

"Prohibited area" means the area geographically

"Restricted period" means the period of 6 months commencing with the termination date.

"Termination date" means the date on which your employment ends.

(B) Since you are likely to obtain during your employment confidential information and personal knowledge of and influence over customers, clients and employees of the company you hereby agree that in addition to the other terms and conditions of your employment and without prejudice to other restrictions imposed upon you by law, you will be bound by the following covenants, that you will not:

(i) during the period of 6 months commencing on the termination date and within the prohibited area directly or indirectly carry on or be employed by any business which is of the same or similar type to the business carried on at the termination date by the company which is or is likely to be in competition with the business of the company as carried on at the termination date;



(ii) during the restricted period and within the prohibited area, in competition with the business carried on at the termination date by the company, canvass or solicit the custom of any person, firm or company, with whom you have had dealings in the course of your employment, who has within the 6 months immediately prior to the termination date been a customer of the company;

(iii) During the restricted period or at any time beforehand, induce or seek to induce or entice or seek to entice away from the company, any employee of the company employed at or above the senior level of senior manager and with whom you have worked in the last months of your employment.

(C) You agree that each of the paragraphs contained in sub-clause (B) above constitutes an entirely separate and independent covenant on your part and the validity of one paragraph shall not be affected by the validity or unenforceability of another.

(D) While the restrictions imposed in this clause are considered by the parties to be reasonable in all the circumstances, it is agreed that if any one or more of such restrictions shall either, taken by itself or themselves together, be adjudged to go beyond what is reasonable in all the circumstances for the protection of the legitimate interests of the company but would be adjudged reasonable if any particular restriction or restrictions were deleted or if any part or parts of the wording thereof were deleted, restricted or limited in a particular manner, then the said restrictions shall apply with such deletions, restrictions or limitations as the case may be.

(E) You agree that having regard to the facts and matters set out above, the restrictive covenants contained in this clause are reasonable and necessary for the protection of the business and confidential information of the company.

(F) For the avoidance of doubt, the restrictions imposed in this clause shall not apply if you have been dismissed in breach of the provisions of this service agreement.

(G) You shall not, following the termination date represent yourself or hold yourself out as being in any way connected with the business of the company or any other group company.

29. CLAUSE WORDING:

You agree that for a period of 6 months after the termination of your employment you shall not solicit custom, directly, or indirectly, from any customer of the Employer with whom you had contact and to whom you provided services during the 6 months prior to the termination of your employment. For the purposes of this clause, such a customer is defined as the business your work relates to on a daily basis.

30. ENTIRE AGREEMENT:

This agreement and, unless otherwise stated, any documents referred to in it constitutes the entire agreement between you and the Company with respect to its subject matter and supersedes all prior agreements, understandings, and negotiations.



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|---|-------|
| For and on behalf of the Company: SIGNATURE & TITLE | Date: |
| Signed by you: | Date: |