

ENGLISH APPRENTICESHIP AGREEMENT

Notes for employers: This template apprenticeship agreement applies to apprenticeships in England. Since 1 August 2020, to be able to access levy funding for the apprenticeship, all employers in England must use an approved apprenticeship standard, as provided for in this template agreement.

Appendix 4 contains a Commitment Statement. Under the Government's apprenticeship funding rules, a commitment statement must be signed by the employer, the apprentice and the main training provider. If the employer fails to provide a commitment statement, it risks not being able to get access to funding or having its funding withdrawn. The commitment statement requires the input of both the employer and the training provider.

You will also need to complete the Training Plan at Appendix 1.

Please note you will need to remove/amend all highlighted text in this document.

Between **NAME OF COMPANY** Limited and **NAME OF EMPLOYEE** meeting the requirements of section 1 of the Employment Rights Act 1996 (as amended) and section A1(3) of the Apprenticeships, Skills, Children and Learning Act 2009 (as amended by the Deregulation Act 2015).

This Apprenticeship Agreement is made between **NAME OF COMPANY** Limited ('the Company') and you. It supersedes any earlier written or oral arrangement between you and the Company.

The Secretary of State has published an approved apprenticeship standard for the sector in which you will be working under this Apprenticeship Agreement, which is **NAME OF SECTOR**.

The headings in this Agreement are for convenience only and shall not affect its interpretation.

1 JOB TITLE AND PLACE OF WORK

- 1.1 The Company will employ you as an apprentice **JOB TITLE** for reward and under the terms of this English Apprenticeship Agreement you undertake to work for the Company as an apprentice in this job role. In your role as an apprentice, you will carry out a **NUMBER [year/month- *note minimum is 1 year]** Apprenticeship, with training as set out in your Training Plan which is attached as Appendix 1 to this Apprenticeship Agreement. The training provided is in order to assist you to achieve the approved apprenticeship in **CONFIRM THE QUALIFIED STANDARD PATHWAY AND LEVEL THAT IS BEING FOLLOWED** in the work that you do under the terms of this Apprenticeship Agreement. You agree to be trained on the job by the Company in order to complete your Apprenticeship and to carry out your duties in a faithful, honest and diligent manner and to follow reasonable instructions.
- 1.2 Your supervised job duties and responsibilities will include: **DETAIL LIST OF APPRENTICESHIP DUTIES** You will also be required to undertake such duties and responsibilities as may be determined by the Company from time to time. The Company reserves the right to vary your duties and responsibilities at any time and from time to time according to the needs of the Company's business and/or to meet the needs of your Apprenticeship.
- 1.3 Your normal place of work will be **ADDRESS**. If necessary, you will temporarily work at and, if requested, permanently change your normal place of work to any other branch office which the Company has already set up or may set up within a **NUMBER** mile radius of your normal place of work. In addition, where necessary to prepare you for achieving the approved apprenticeship standard, you are also required to attend the **NAME OF COLLEGE OR APPRENTICESHIP TRAINING AGENCY** ('the Training Provider') for approved training on a day release basis.
- 1.4 The Company's business premises are no smoking premises and any other premises that it may establish in the future will also be no smoking premises.

2 START OF APPRENTICESHIP AND EMPLOYMENT

- 2.1 Your **NUMBER YEARS/MONTHS** Apprenticeship started on **DATE**.
- 2.2 Your employment with the Company started on **DATE**. **CHOOSE ONE:** [No period of employment with a previous employer counts towards your period of continuous employment.] **OR** [where the business was acquired as a going concern under the TUPE Regulations or the old employer was an associated employer: Your period of employment with **NAME OF OLD EMPLOYER** which began on **DATE** counts as part of your continuous period of employment with the Company.]

3 NOTICE

- 3.1 Your Apprenticeship is envisaged to be for a fixed period of **NUMBER YEARS/MONTHS**, unless terminated early by you or the Company, or unless otherwise agreed between the parties (the Company, the Training Provider and you) because you have satisfactorily completed your Apprenticeship and attained the approved apprenticeship standard early.
- 3.2 The Company cannot guarantee you a permanent employment position after the end of your Apprenticeship and the Company reserves the right to terminate your employment upon the successful completion of your Apprenticeship. Your employment with the Company is therefore likely to end when your Apprenticeship ends.
- 3.3 At the end of the fixed period of **NUMBER YEARS/MONTHS**, if you have not attained the approved apprenticeship standard necessary for completion of your Apprenticeship and the Company does not believe that you are going to meet that standard within a reasonable period of time, your fixed period of employment will not be extended and the Company reserves the right to terminate your employment in accordance with the notice period set out in clause 3.5 below.
- 3.4 Regardless of the fact that your Apprenticeship is for a fixed term, your employment may still be terminated earlier at any time by the Company giving you or by you giving the Company the notice period set out in clause 3.5 below. Alternatively, your employment may be summarily terminated where you are found guilty of gross misconduct.
- 3.5 Your employment may be ended early by you giving the Company **ONE MONTH'S** written notice. The Company will give you **ONE MONTH'S** written notice and after four years' service a further one week's notice for each additional complete year of service up to a maximum of 12 weeks' notice.

Note: we have suggested the above arrangement, starting with one month's notice. However, you may instead opt to provide that you need only give the statutory minimum periods of notice to an employee, in which case you should substitute the clause below for the above clause. Include one arrangement or the other, not both:

OR:

Your Apprenticeship Agreement is terminable early by written notice as follows:

Notice by the Company

Length of continuous service -----	Minimum period of notice -----
Less than one month	One day
One month to two years	One week
Two years to 12 years employment	One week for each continuous year of
12 or more years	12 weeks

Notice to the Company

Length of continuous service -----	Minimum period of notice -----
Less than one month	One day
One month onwards	One week

- 3.6 The Company will not be obliged to provide you with work at any time after notice of termination shall have been given by either party and the Company may, in its absolute discretion, pay your salary entitlement in lieu of all or any part of the unexpired period of notice (subject to deduction at source of income tax and applicable national insurance contributions). Any such payment will consist solely of basic salary as at the date of termination and, for the avoidance of doubt, the payment in lieu of notice shall not include any element relating to any bonus or commission payments that might otherwise have been due, any payment in respect of benefits which you would have been entitled to receive or any payment in respect of any annual leave entitlement that would have accrued during the period for which the payment in lieu is made. You have no right to receive a payment in lieu of notice instead of working your notice period unless the Company exercises its discretion to pay you in lieu under this clause.
- 3.7 If you leave without giving the proper period of notice or leave during your notice period without permission, in addition to not being paid for any unworked period of notice, the Company shall also be entitled as a result of your agreement to the terms of this contract to deduct up to a day's pay for each day not worked during the notice period, provided always that the Company will not deduct a sum in excess of the actual loss suffered by it as a result of your leaving without notice (for example, to cover the additional cost of recruiting a replacement at short notice) and any sum so deducted will be in full and final settlement of the Company's claim for your breach of contract. This deduction may be made from any final payment of salary which the Company may be due to make to you. The amount to be deducted is a genuine attempt by the Company to assess its loss as a result of your leaving without notice. It is not intended to act as a penalty upon termination.

4 HOURS OF WORK AND OVERTIME

- 4.1 The Company's normal hours of work are from **TIME** until **TIME** on **DAY** to **DAY** with **DURATION** break for lunch. These hours will be your normal hours of work unless otherwise agreed between you and the Company.
- 4.2 You will also be required to attend the Training Provider on a day release basis during your normal hours of work as and when required in order to prepare you for achieving the approved apprenticeship standard in your Apprenticeship. Attendance at the Training Provider will be as arranged and agreed between the Company, the Training Provider and you and may include attending approved training courses, off-the-job training, approved tests and examinations. Outside your Training Provider attendance dates, you are required to spend all of your normal hours of work at work.
- 4.3 You may be required to work such additional hours in excess of your normal hours of work as are reasonably necessary for the proper performance of your duties under your Apprenticeship and to meet the needs of the Company's business. No extra payment will be made for any additional hours worked, unless expressly authorised by your line manager.
- 4.4 The Company reserves the right to require you to work different hours of work according to the needs of the business, whether on a temporary or a permanent basis. This may involve shorter or longer hours of work, or working on different days of the week or at different times of the day in accordance with operational requirements. It is a condition of your employment that you agree to work different hours if requested to do so by the Company.

5 SALARY

- 5.1 Your salary will be £ **INSERT DETAILS** per **HOUR/DAY/WEEK/ANNUUM** (which includes payment during any approved training courses with the Training Provider, including approved tests and examinations) payable in equal **MONTHLY/WEEKLY** instalments in arrears on or before the last working day of each **MONTH/WEEK** for the **MONTH/WEEK** up to and including that day. Payment will be made by direct credit transfer to a bank or building society account nominated by you.
- 5.2 If you fail to attend a scheduled approved training course with the Training Provider without authorisation, you must notify the Company immediately and the Company will not pay you for the hours of your non-attendance.
- 5.3 Entirely at the Company's discretion, your salary will be reviewed annually in **MONTH**. However, a salary review will not necessarily result in a salary increase. There will be no review of your salary after notice has been given by either party to terminate your employment.
- 5.4 In addition to your remuneration, you will be reimbursed all reasonable expenses, properly, wholly and exclusively incurred by you and authorised by your line manager in the discharge of your duties under this Apprenticeship Agreement upon production of receipts or other evidence for them as the Company may reasonably require.

6 REVIEW OF PERFORMANCE

- 6.1 You will be subject to ongoing monitoring and assessment of your training and performance in the workplace. Together with information provided by the Training Provider, this will inform the Company as to your progress and development in your Apprenticeship. You should be aware that the Training Provider also plays a major role in monitoring your training and performance.
- 6.2 The Company will provide you with the means for you to maintain a record of your training under the Training Plan.
- 6.3 In addition, a formal performance review will be carried out in relation to you at least once in each year. The timing of that review will vary depending upon your job and, in any event, is at the discretion of the Company. Details of any review procedures relating to you will be given to you and you are required to comply with them at the time of any review of you in order to assist in making the process worthwhile.

7 HOLIDAY

- 7.1 The Company's holiday year is from **DATE** to **DATE**. **OPTIONAL:** [In addition to paid holiday on all statutory and other public holidays,] **CHOOSE ONE:** you will be entitled to **NUMBER** days' holiday in each holiday year throughout which you are employed by the Company **OR** [which includes statutory and other public holidays **OPTIONAL:** [and any period during which the Company closes down during the summer/for Christmas and the New Year]]. You will accrue holiday at the rate of **NUMBER** days per calendar month from your first day of employment with the Company.
- 7.2 The Company will operate a system that you must follow for obtaining prior approval for holiday plans. Details of that system and of any changes to it from time to time will be made known to you. The Company will try to co-operate with your holiday plans wherever possible subject to the requirements of the Company. However, you must not book holidays until your request has been formally authorised in writing by your line manager.
- 7.3 You must use all of your holiday entitlement by the last day of each holiday year and, unless there are exceptional circumstances, you may not carry your holiday entitlement forward into the next holiday year. Holiday entitlement not used by the correct date will usually be lost and under no circumstances will payment be made for holiday entitlement that is lost through not being exercised by the correct date.

- 7.4 No more than two weeks' holiday may be taken at any one time without the prior written agreement of your line manager. **AMOUNT** notice must be given by you of the proposed date of commencement of any holiday.
- 7.5 In your first and last year of employment, your holiday entitlement will be that proportion of your annual holiday entitlement equivalent to the proportion of the holiday year in question during which you have been employed (to the nearest half-day and assuming that holiday entitlement accrues at an even rate from day to day).
- 7.6 Subject to clause 7.1, on termination of your employment, you will be paid in lieu for any accrued and unused days of holiday entitlement in that holiday year only. Unless required by law, on termination, you have no right to be paid for holiday accrued but not taken in previous holiday years. In addition, during your notice period (whether notice of termination of employment is given by the Company or by you), the Company may require you to take any outstanding accrued days of holiday entitlement that you may have and the Company will not be obliged to give you any minimum notice to take such holiday during your notice period.
- 7.7 If, on termination, you have taken more holiday than you have accrued in that holiday year, you will be required to reimburse the Company in respect of such unearned annual leave and the Company shall be entitled as a result of your agreement to the terms of this Apprenticeship Agreement to deduct the value of the unearned holiday from any final payment of salary made to you.
- 7.8 Should you be incapacitated for work during any period of pre-booked holiday (whether in whole or in part) the Company may in its absolute discretion reimburse the period of holiday entitlement lost due to incapacity and instead pay you Statutory Sick Pay ('SSP') for your period of sickness absence, provided you meet the qualifying conditions for SSP, you fully comply with your contractual obligations relating to reporting sickness absence and your absence is properly certified.

8 COMPASSIONATE LEAVE AND TIME OFF FOR FAMILY EMERGENCIES

- 8.1 The Company will consider all requests for compassionate leave and time off to deal with family emergencies. If you need to take compassionate leave or time off to deal with a family emergency, you should raise the matter with your line manager and that person will consider your request. There is no contractual entitlement to remuneration for absences relating to compassionate leave or time off to deal with family emergencies. Any payment will be made at the absolute discretion of the Company.

PARENTAL LEAVE PAY

- 9.1 You are entitled to receive statutory maternity or paternity, adoption, shared parental leave and parental bereavement leave pay, where you meet the statutory eligibility criteria for these payments during statutory parental leave.

10 SICK PAY

- 10.1 Subject to meeting qualifying criteria you are entitled to Statutory Sick Pay ('SSP') during periods of sickness absence. Any payment over and above SSP will be made at the absolute discretion of the Company.

11 REPORTING SICKNESS ABSENCE

- 11.1 On the first day of any sickness absence you must ensure that your line manager is informed by telephone of your sickness at the earliest possible opportunity. You should also give details

of the nature of your illness and the day on which you expect to return to work. You must inform the Company as soon as possible of any change in the date of your anticipated return to work.

- 11.2 Sickness absence of up to and including seven consecutive days must be fully supported by a self-certificate and thereafter by one or more doctor's certificates provided to the Company on a regular basis during the period of sickness absence.
- 11.3 You must inform your line manager on the first day of your return to work after a period of sickness absence and complete a self-certificate form if applicable. Self-certification forms are available from **NAME**.

12 MEDICAL EXAMINATIONS

- 12.1 The Company may require you to consent to undergo a medical examination by a medical practitioner nominated by it at any stage of your employment. Where you consent to an examination, you also agree to authorise the medical practitioner responsible for the medical examination to prepare a medical report detailing the results of the examination. The cost of any such examination will be met by the Company and you will co-operate in the disclosure of all results and reports to the Company. The Company will only request such an examination where reasonable to do so and confirms it will process any sensitive personal data in accordance with the General Data Protection Regulation.
- 12.2 There may also be occasions where the Company considers it necessary to request a medical report on your health from your GP or consultant. Where a medical report is necessary, you will be informed of your rights under the Access to Medical Reports Act 1988 and you will be asked to give your written consent for the Company to contact your GP or consultant to obtain a medical report.

13 PENSION

CHOOSE ONE OF THE BELOW:

- 13.1 **Occupational pension scheme:** The Company operates an occupational **FINAL SALARY/ MONEY PURCHASE** pension **IF RELEVANT:** [and life assurance] scheme which you are entitled to join, provided you meet the conditions for eligibility as set out in the scheme rules and subject to HM Revenue & Customs requirements. If you do opt to join the scheme, you will be subject to the trust deed and rules of the scheme as are in force from time to time. The Company reserves the right to vary, amend or withdraw the scheme, or any of its rules or benefits, at any time. The Company is not required to provide a replacement scheme or compensation if the scheme is terminated or amended. Full details of the scheme, including the rules, conditions of eligibility and the rates of contributions and benefits, can be obtained from **NAME**. Your contributions to the scheme will be deducted from your salary and paid into the scheme.

OR

- 13.1 **Automatic enrolment occupational pension scheme:** The Company operates an occupational **FINAL SALARY/ MONEY PURCHASE** pension **IF RELEVANT:** [and life assurance] scheme and, in compliance with the employer pension duties under the Pensions Act 2008, you will be enrolled as an active member of this scheme (or such other registered pension scheme as may be established by the Company to replace the scheme) from the start of your employment. You will be subject to the trust deed and rules of the scheme as are in force from time to time and HM Revenue & Customs requirements. The Company reserves the right to vary, amend or withdraw the scheme, or any of its rules or benefits, at any time. Full details of the scheme, including the rules, conditions of eligibility and the rates of contributions and benefits, will be sent to you **[the employer is required to provide certain information which is**

outlined in our fact sheet on the matter. This can be sent by email, but not as a link to a website containing the information].

- 13.2 If it is the case (due to your age and/or earnings) that you are a non-eligible or entitled worker, you will not automatically be enrolled into the occupational pension scheme. However, your right to opt into a scheme will be provided to you, and if you opt in, at that time full details of the scheme, including the rules, conditions of eligibility and the rates of contributions and benefits, will be sent to you [the employer is required to provide certain information which is outlined in our fact sheet on the matter. This can be sent by email, but not as a link to a website containing the information].
- 13.3 You will pay such contributions to the scheme as may be required by the rules of the scheme from time to time and the Company will also pay such contributions to the scheme as may be required by the rules of the scheme from time to time. Any Company and employee contributions paid, or the minimum rate at which benefits build up, will be sufficient to maintain the scheme's status as a qualifying scheme for the purposes of the Pensions Act 2008. Your contributions to the scheme will be deducted from your salary and paid into the scheme.

OR

- 13.1 **Group personal pension scheme:** The Company operates a group personal pension scheme which you are entitled to join, provided you meet the conditions for eligibility as notified to you and subject to HM Revenue & Customs requirements. If you do opt to join the scheme, you will be subject to the rules of the scheme as are in force from time to time. The Company reserves the right to vary, amend or withdraw the scheme, or any of its rules or benefits, at any time. The Company is not required to provide a replacement scheme or compensation if the scheme is terminated or amended. Full details of the scheme, including conditions of eligibility and the rates of contributions, can be obtained from NAME. Your contributions to the scheme will be deducted from your salary and paid into the scheme.

OR

- 13.1 **Automatic enrolment group personal pension scheme:** The Company operates a group personal pension scheme and, in compliance with the employer pension duties under the Pensions Act 2008, you will be enrolled as an active member of this scheme (or such other registered pension scheme as may be established by the Company to replace the scheme) from the start of your employment. You will be subject to the rules of the scheme as are in force from time to time and HM Revenue & Customs requirements. The Company reserves the right to vary, amend or withdraw the scheme, or any of its rules or benefits, at any time. Full details of the scheme, including conditions of eligibility and the rates of contributions, will be sent to you [the employer is required to provide certain information which is outlined in our fact sheet on the matter. This can be sent by email, but not as a link to a website containing the information].
- 13.2 If it is the case (due to your age and/or earnings) that you are a non-eligible or entitled worker, you will not automatically be enrolled into the occupational pension scheme. However, your right to opt into a scheme will be provided to you, and if you opt in, at that time full details of the scheme, including the rules, conditions of eligibility and the rates of contributions and benefits, will be sent to you [the employer is required to provide certain information which is outlined in our fact sheet on the matter. This can be sent by email, but not as a link to a website containing the information].
- 13.3 You will pay such contributions to the scheme as may be required by the Company from time to time and the Company will also pay such contributions to the scheme as it may designate from time to time. Any Company and employee contributions paid will be sufficient to maintain the scheme's status as a qualifying scheme for the purposes of the Pensions Act 2008. Your contributions to the scheme will be deducted from your salary and paid into the scheme.

OR

- 13.1 **Automatic enrolment NEST scheme:** The Company uses the National Employment Savings Trust (NEST) for pension provision and, in compliance with the employer pension duties under the Pensions Act 2008, you will be enrolled as an active member of this scheme (or such other registered pension scheme as may be established by the Company to replace the NEST scheme) from the start of your employment. You will be subject to the rules of the scheme as are in force from time to time and HM Revenue & Customs requirements. Full details of the NEST scheme, including conditions of eligibility and the rates of contributions, will be sent to you [the employer is required to provide certain information which is outlined in our fact sheet on the matter. This can be sent by email, but not as a link to a website containing the information].
- 13.2 If it is the case (due to your age and/or earnings) that you are a non-eligible or entitled worker, you will not automatically be enrolled into the occupational pension scheme. However, your right to opt into a scheme will be provided to you, and if you opt in, at that time full details of the scheme, including the rules, conditions of eligibility and the rates of contributions and benefits, will be sent to you [the employer is required to provide certain information which is outlined in our fact sheet on the matter. This can be sent by email, but not as a link to a website containing the information].
- 13.3 You will pay at least the minimum contributions to the NEST scheme as may be set by legislation and/or as may be required by the Company from time to time and the Company will also pay the minimum contributions to the NEST scheme as may be set by legislation and/or as it may designate from time to time. Your contributions to the scheme will be deducted from your salary and paid into the scheme.

OR

- 13.1 **Stakeholder pension scheme:** The Company has in place a stakeholder pension scheme and after three months' service you will be invited to make your own personal contributions to that scheme should you so wish, subject to the rules of the scheme as are in force from time to time and HM Revenue & Customs requirements. **IF RELEVANT:** [The Company makes no contributions to the stakeholder pension scheme.] The Company reserves the right to vary, amend or withdraw the scheme at any time. Full details of the scheme can be obtained from **NAME**. Your contributions to the scheme will be deducted from your salary and paid into the scheme.

OR

- 13.1 **No pension provision:** The Company does not operate or participate in any pension scheme applicable to your employment and a contracting-out certificate is not in force in respect of your employment.

14 RETIREMENT

- 14.1 The Company does not operate a normal retirement age and therefore you will not be compulsorily retired on reaching a particular age.

15 COLLECTIVE AGREEMENTS AND PERIODS OUT OF THE UK

- 15.1 There are no collective agreements that directly affect the terms of your employment.
- 15.2 You will not be expected to work outside the United Kingdom for one month or more.

16 DISCIPLINARY RULES

- 16.1 The Company's disciplinary rules and procedures that apply to your employment are set out in Appendix 2 to this Apprenticeship Agreement.

17 GRIEVANCE PROCEDURE

- 17.1 The Company's grievance procedures that apply to your employment are set out in Appendix 3 to this Apprenticeship Agreement.

18 EQUAL OPPORTUNITIES

- 18.1 It is the Company's policy to provide employment, training, promotion, transfer, pay, benefits and other terms and conditions of employment without regard to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality and ethnic or national origins), religion or belief, sex and/or sexual orientation unrelated to an individual's ability to perform essential job functions. It is also the Company's policy to conform to all employment standards required by law.

19 LAY-OFFS

- 19.1 The Company reserves the right to lay you off or put you on short time working where the needs of the Company's business make this necessary, for example because there is a temporary cessation of or reduction in work or a temporary closure of the workplace.
- 19.2 In the event that you are laid off or put on short time working, your entitlement to pay on workless days in that period of lay-off or short time working will cease and instead, if you qualify, you will be paid guarantee payments at the prevailing statutory rate during that period in accordance with statutory requirements.

20 RESTRICTIONS

- 20.1 During your normal hours of work you may not, without the prior written consent of the Company, devote any time to any business other than the business of the Company or to any public or charitable duty or endeavour.
- 20.2 During the period of your employment you will not, without the prior written consent of the Company, undertake any work or other activity which may prejudicially affect your ability properly and efficiently to discharge your duties and responsibilities or which might interfere with your Apprenticeship training. The decision as to whether or not an activity would have a prejudicial effect shall be in the absolute discretion of the Company.
- 20.3 You will not at any time either during your employment or afterwards, to the detriment or prejudice of the Company or the Company's customers, use or divulge to any person, firm or company, except in the proper course of your duties during your employment by the Company, any confidential information identifying or relating to the Company, details of which are not in the public domain, or such confidential information or trade secrets relating to the business of any customer of the Company which have come to your knowledge during your employment.

21 DELIVERY UP OF DOCUMENTS

- 21.1 Upon the termination of your employment under this Apprenticeship Agreement for whatsoever cause, you shall forthwith deliver up to the Company all keys and any swipe cards, credit cards, computer hardware or software, books, documents, account records and any other papers which may be in your possession, custody or control and which are the property of the Company or which otherwise relate in any way to the business or affairs of the Company and no copies of the same or any part thereof shall be retained by you. You shall then (if required by the Company) make a declaration that the whole of the provisions of this clause have been complied with.

22 DEBTS AND OVERPAYMENTS

- 22.1 If, on the termination of your employment, you owe the Company money as a result of any loan, overpayment, default on your part or any other reason whatsoever, the Company shall be entitled as a result of your agreement to the terms of this Apprenticeship Agreement to deduct the amount of your indebtedness to it from any final payment of salary which it may be due to make to you.

23 DATA PROTECTION

- 23.1 The Company will collect and process personal data relating to you in accordance with the privacy notice which is attached to this agreement. You are required to sign and date the privacy notice and return the notice to the person indicated on the notice.
- 23.2 During the course of your employment you are likely to process personal data relating to other employees **CHOOSE:** [customers] [clients] [suppliers] [agents] [sub-contractors]. It is a condition of your employment that you must process any personal data in accordance with the Company's data protection policy **[and] LIST ANY OTHER POLICIES.**
- 23.3 Failure to comply with the data protection policy **AND LIST ANY OTHER POLICIES** may lead to the instigation of formal disciplinary proceedings and, where a breach of the policy is found to be significantly serious, this may be treated as gross misconduct and the eventual consequence of this may result in summary dismissal.

24 MONITORING

- 24.1 In order to perform our legal obligations and for the purposes of other legitimate business reasons as set out in the attached privacy notice the Company may periodically monitor telephone, mobile phone, email, voicemail, internet and other communication systems. The Company may monitor use of any of its communications or computer systems and assess any personal or work related use of these by using automated software or other means. Monitoring will only be carried out as permitted or required by law and will only be for a period that is both necessary and justifiable.

25 GOVERNING LAW

- 25.1 This Apprenticeship Agreement is governed by, and shall be construed in accordance with, the law of England.

I hereby confirm that I have read, understood and accept the above Apprenticeship Agreement. I undertake to observe the terms and conditions of employment contained therein.

.....
NAME OF EMPLOYEE

.....
For and on behalf of the Company

Date:

Date:

APPENDIX 1 – TRAINING PLAN

Training supervisor

The Company has appointed **NAME** as your training supervisor and they will be responsible for the Company's obligations under this Training Plan. They will also be your first point of contact for guidance on your Apprenticeship and on this Training Plan on a day-to-day basis.

Your training supervisor may delegate their responsibilities to others but where this is done, you will be given the name of the persons or persons so appointed.

Training Plan

The Company undertakes to provide you with the following **NUMBER** year Training Plan in order to assist you to achieve the approved apprenticeship standard in the work that you do under the terms of this Apprenticeship Agreement:

- **SET OUT DETAILS OF THE ON-THE-JOB TRAINING PLAN, INCLUDING THE SPECIFIC AREAS OF WORK IN WHICH TRAINING WILL BE GIVEN AND WHAT LEVEL OF SKILL, EXPERTISE OR COMPETENCY THAT TRAINING IS DESIGNED TO ACHIEVE.**

The Company will ensure you receive adequate work-based training to the approved apprenticeship standard in order to complete your Apprenticeship. You will be taught or instructed in the trade or occupation of (apprenticeship trade or occupation) and the Company will ensure that you are given sufficient practical training and appropriate work experience in order to enable you to acquire the necessary skills, knowledge and expertise to practise this trade or profession.

Training courses

This Training Plan shall exist and work in conjunction with any training course contract and commitment statement that you, the Company and the Training Provider are required to enter into to formally register and commence your Apprenticeship.

The Company works alongside the Training Provider to deliver approved training to you and you will be required to abide by the terms and conditions laid down by the Training Provider in order to achieve the approved apprenticeship standard. Failure to meet those terms and/or attendance requirements of the Training Provider will result in this Apprenticeship Agreement being terminated early by the Company in accordance with clause 3.5. This will include a situation where the Training Provider refuses to deliver any further approved training to you because of your own conduct (whether in failing to meet attendance requirements, failing to complete required course work, failing to pass required examinations or otherwise) and therefore terminates your course attendance arrangement.

Attendance at the Training Provider will be as arranged and agreed between the Company, the Training Provider and you. You are required to attend all agreed and scheduled training courses, off-the-job training, tests and examinations provided by the Training Provider and you shall, at the request of the Company or the Training Provider, produce for inspection all such certificates, reports and records of attendance, course work and examination results as are issued in respect of your attendance. You also hereby authorise the Company to apply to the Training Provider or other proper authority for copies of all or any of those matters and any other information it may reasonably require in respect of them.

You agree to apply yourself diligently to the acquisition of the knowledge and skills taught by the Training Provider and to use your best endeavours to attain the approved apprenticeship standard.

Completion of Apprenticeship

You are expected to achieve the approved apprenticeship standard required for completion of your Apprenticeship within the fixed term period of **NUMBER YEARS/MONTHS**.

APPENDIX 2 – DISCIPLINARY PROCEDURE

Whilst the Company does not wish to impose unreasonable rules of conduct on its employees, certain standards of behaviour are necessary to maintain good employment relations and discipline in the interest of all employees. The Company prefers that discipline be voluntary and self-imposed and in the great majority of cases this is how it works. However, from time to time, it may be necessary for the Company to take action towards individuals whose level of behaviour or performance is unacceptable.

With the exception of the section entitled 'alternative disciplinary sanction', this disciplinary procedure is entirely non-contractual and does not form part of an employee's contract of employment.

Minor faults will be dealt with informally through counselling and training. However, in cases where informal discussion with the employee does not lead to an improvement in conduct or performance or where the matter is considered to be too serious to be classed as minor, for example, unauthorised absences, persistent poor timekeeping, sub-standard work performance, etc. the following disciplinary procedure will be used. At all stages of the procedure, an investigation will be carried out.

The Company will notify the employee in writing of the allegations against him or her and will invite the employee to a disciplinary hearing to discuss the matter. The Company will provide sufficient information about the alleged misconduct or poor performance and its possible consequences to enable the employee to prepare to answer the case. This will include the provision of copies of written evidence, including witness statements, where appropriate.

Having given the employee reasonable time to prepare their case, a formal disciplinary hearing will then take place, conducted by a manager, at which the employee will be given the chance to state his or her case, accompanied if requested by a trade union official, a trade union representative or another of the employer's workers of his or her choice. The employee must make every effort to attend the hearing. At the hearing, the employee will be allowed to set out their case and answer any allegations and will also be given a reasonable opportunity to ask questions, present evidence, call relevant witnesses and raise points about any information provided by witnesses.

Please note that it is prohibited for employees to record (whether covertly or otherwise) the proceedings at the disciplinary hearing, and at any appeal hearing, without the express permission of the Company. If the Company discovers that an employee has done this covertly, he or she could be subject to further disciplinary action.

Following the hearing, the Company will decide whether or not disciplinary action is justified and, if so, the employee will be informed in writing of the Company's decision in accordance with the stages set out below and notified of his or her right to appeal against that decision. It should be noted that an employee's behaviour is not looked at in isolation but each incident of misconduct is regarded cumulatively with any previous occurrences.

Stage 1: Written warning

The employee will be given a formal WRITTEN WARNING. He or she will be advised of the reason for the warning, how they need to improve their conduct or performance, the timescale over which the improvement is to be achieved, that the warning is the first stage of the formal disciplinary procedure and the likely consequences if the terms of the warning are not complied with. The written warning will be recorded and remain on your file but will be disregarded for future disciplinary purposes i.e. will be inactive after six months, subject to satisfactory conduct and performance.

Stage 2: Final written warning

Failure to improve performance in response to the procedure so far, a repeat of misconduct for which a warning has previously been issued, or a first instance of serious misconduct or serious poor performance, will result in a FINAL WRITTEN WARNING being issued. This will set out the nature of the misconduct or poor performance, how he or she needs to improve their conduct or performance,

the timescale over which the improvement is to be achieved and warn that dismissal will probably result if the terms of the warning are not complied with. This final written warning will be recorded and remain on your file but will be disregarded for future disciplinary purposes i.e. will be inactive after twelve months, subject to satisfactory conduct and performance. [OPTIONAL: However, the Company reserves the right to issue a final written warning to a maximum of three years in cases of very serious misconduct or where the employee has a history of misconduct issues].

Stage 3: Dismissal

Failure to meet the requirements set out in the final written warning will normally lead to DISMISSAL with appropriate notice. A decision of this kind will only be made after the fullest possible investigation. Dismissal can be authorised only by a senior manager or a Director. The employee will be informed of the reasons for dismissal, the appropriate period of notice, the date on which his or her employment will terminate and how the employee can appeal against the dismissal decision.

Gross misconduct

Offences under this heading are so serious that an employee who commits them will normally be summarily dismissed. In such cases, the Company reserves the right to dismiss without notice of termination or payment in lieu of notice. Examples of gross misconduct include:

- Any breach of the criminal law, such as theft.
- Any unauthorised possession or removal of Company products or property, or property belonging to another employee, client, customer or visitor, fraud (including making fraudulent or false expense claims), deliberate falsification of records, false declarations in connection with employment or applications for employment or any other form of dishonesty.
- Using the Company's property, materials or equipment to carry out work for third parties on a personal basis without permission.
- Misuse of Company benefits, such as improper use of a staff discount card.
- Offering, promising or giving a bribe or requesting, agreeing to receive or accepting a bribe or bribing a foreign public official in connection with employment.
- Wilfully or negligently causing harm or injury to another employee, client, customer or visitor, physical violence, assault, fighting, bullying or grossly offensive, abusive or aggressive behaviour or language.
- Deliberately or negligently causing damage to the Company's property, or to property belonging to another employee, client, customer or visitor.
- Vandalism of, or otherwise intentionally interfering with, the Company's computers or computer or telephone network.
- Serious carelessness or gross negligence that causes loss, damage or injury.
- Dereliction of duty, including sleeping whilst at work and undertaking unauthorised activities during normal working hours.
- Wilful refusal to obey a reasonable management instruction or serious insubordination.
- Serious incapacity at work through an excess of alcohol or illegal drugs, whether consumed on or off Company premises but which affects the employee's ability to carry out their job duties whilst at work.
- Bringing illegal drugs or other illegal substances or items or weapons on to Company premises.
- Smoking on Company premises, other than in designated outside smoking areas.
- Logging on to sexually explicit websites, downloading or circulating pornographic or other offensive, illegal or obscene material or using the internet or e-mail for gambling, illegal activities or the sending of offensive e-mails to work colleagues (in the latter case, including from the employee's home computer in their own time).
- Engaging in sexual activity on Company premises at any time.
- Posting derogatory, offensive, discriminatory or defamatory comments online (for example, on social media websites) about the Company, its employees, clients or customers or otherwise conducting themselves online in a way that is detrimental to the Company or brings the Company into serious disrepute.

- A serious breach of health and safety rules, including acts or omissions which endanger the safety of another employee, client, customer or visitor.
- A serious breach of security rules.
- Discriminating against, harassing, bullying or victimising another employee, client, customer or visitor because of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (including colour, nationality and ethnic or national origins), religion or belief, sex and/or sexual orientation.
- A serious breach of confidentiality, including unauthorised access of computer and personnel records and communicating or leaking trade secrets or confidential information about the Company or its employees, clients or customers to third parties.
- Working for a competitor without permission.
- Engaging in an unauthorised activity which conflicts with the interests of the Company or its clients or customers.
- Breaching copyright or any other proprietary interest belonging to the Company.
- Knowingly breaking a legal requirement in connection with employment.
- Bringing the Company into serious disrepute, even if done in the employee's own time.
- Unauthorised absence, including failure to return from a period of annual leave or other approved leave of absence.

The above is intended as a guide and is not an exhaustive list.

Alternative disciplinary sanction

As an alternative to issuing a final written warning or as an alternative to dismissal, the Company reserves the right to demote an employee for a fixed period, but for no longer than **THREE** months. This will be done by notice in writing to the employee. The Company also reserves the right to impose a reduction in the employee's salary for the period of demotion and the written notice will detail any changes to the employee's terms and conditions of employment arising from such demotion. In particular, the notice will give details of any reduction to salary and/or loss of benefits arising from the demotion.

Where demotion is used as an alternative to summary dismissal for gross misconduct, the Company may also issue the employee with a final written warning.

This section of the disciplinary procedure is contractual.

Suspension

In the event of serious or gross misconduct, an employee may be suspended while a full investigation is carried out. Such suspension will be on full basic pay. Suspension may occur only after very careful consideration of the circumstances and where an alternative to suspension is unavailable. The rationale of why the suspension is considered appropriate will be explained to the employee in writing. Suspension does not imply guilt or blame, and will be for as short a period as possible." Suspension is not considered a disciplinary action.

Appeals

An employee may appeal against any disciplinary decision, including dismissal, to a Director of the Company within five working days of the decision. Appeals should be made in writing and state the grounds for appeal. The employee will be invited to attend an appeal hearing chaired by a senior manager or a Director.

At the appeal hearing, the employee will again be given the chance to state his or her case and will have the right to be accompanied by a trade union official, a trade union representative or a fellow employee of his or her choice.

Following the appeal hearing, the employee will be informed in writing of the results of the hearing. The Company's decision on an appeal will be final.

Employees with short service

This disciplinary procedure does not apply to any employee who has been employed by the Company for less than two years.

Data protection and Confidentiality

When processing information in connection with any investigation or subsequent stages of a disciplinary procedure the Company will process any personal data in accordance with its data protection policy and any internal privacy notices in force at the relevant time. Inappropriate access or disclosure of this data will constitute a data breach and should be reported immediately to the Company's Data Protection Officer [Data representative] in accordance with the Company's data protection policy. All employees must treat as confidential any information communicated to them in connection with a disciplinary investigation or disciplinary matter. Any data breach or breach of confidentiality may also lead to an investigation and potential sanctions under the Company's disciplinary procedure.

APPENDIX 3 – GRIEVANCE PROCEDURE

Object

The object of the procedure is to provide an employee who considers that he or she has a grievance with an opportunity to have it examined quickly and effectively, and where a grievance is deemed to exist, to have it resolved, if possible, at the earliest practicable opportunity.

Most issues or grievances can be solved on an informal basis with line managers, and employees should aim to settle their grievances in this way if possible. This procedure is designed to deal with those issues that need to be approached on a more formal basis.

This grievance procedure is entirely non-contractual and does not form part of an employee's contract of employment.

Procedure

If a grievance cannot be settled informally with the relevant line manager, the employee should raise it formally. This procedure has been drawn up to establish the appropriate steps to be followed when pursuing and dealing with a formal grievance.

Stage 1

In the event of the employee having a formal grievance relating to his or her employment he or she should, in the first instance, put their grievance in writing and address it to their line manager, making it clear that they wish to raise a formal grievance under the terms of this procedure. Where the grievance is against the line manager, the complaint should be addressed to an alternative manager. This grievance procedure will not be invoked unless the employee raises their grievance in accordance with these requirements.

A manager (who may not be the manager to whom the grievance was addressed) will then invite the employee to a grievance meeting to discuss the grievance and the employee has the right to be accompanied at this meeting by a trade union official, a trade union representative or a fellow worker of their choice. The employee must make every effort to attend the meeting. At the meeting, the employee will be permitted to explain their grievance and how they think it should be resolved.

Please note that it is prohibited for employees to record (whether covertly or otherwise) the proceedings at the grievance meeting, and at any appeal meeting, without the express permission of the Company. If the Company discovers that an employee has done this covertly, he or she could be subject to disciplinary action.

Following the meeting, the Company will endeavour to respond to the grievance as soon as possible and, in any case, within five working days of the grievance meeting. If it is not possible to respond within this time period, the employee will be given an explanation for the delay and be told when a response can be expected. The employee will be informed in writing of the Company's decision on the grievance and notified of their right to appeal against that decision if they are not satisfied with it.

Stage 2

In the event that the employee feels his or her grievance has not been satisfactorily resolved, the employee may then appeal in writing to a more senior manager or to a Director of the Company within five working days of the grievance decision. The employee should also set out the grounds for their appeal.

On receipt of such a request, a more senior manager or a Director (who again may not be the person to whom the appeal was addressed) shall make arrangements to hear the grievance at an appeal meeting and at this meeting the employee may again, if they wish, be accompanied by a trade union official, a trade union representative or a fellow employee of their choice.

Following the meeting, the senior manager or Director will endeavour to respond to the grievance as soon as possible and, in any case, within five working days of the appeal hearing. If it is not possible to respond within this time period, the employee will be given an explanation for the delay and be told when a response can be expected. The employee will be informed in writing of the Company's decision on their grievance appeal.

This is the final stage of the grievance procedure and the Company's decision shall be final.

Disciplinary issues

If an employee's complaint relates to his or her dissatisfaction with a disciplinary, performance review or dismissal decision, they should not invoke the grievance procedure but should instead appeal against that decision in accordance with the appeal procedure with which they will have been provided.

Data protection and Confidentiality

When processing information in connection with any investigation or subsequent stages of a grievance procedure the Company will process any personal data in accordance with its data protection policy and any internal privacy notices in force at the relevant time. Inappropriate access or disclosure of this data will constitute a data breach and should be reported immediately to the Company's Data Protection Officer [Data representative] in accordance with the Company's data protection policy. All employees must treat as confidential any information communicated to them in connection with a grievance investigation or grievance matter. Any data breach or breach of confidentiality may also lead to an investigation and potential sanctions under the Company's disciplinary procedure.

APPENDIX 4 – COMMITMENT STATEMENT

This commitment statement is provided in accordance with the Education and Skills Funding Agency [ESFA] apprenticeship funding rules. The following commitment statement is entered into by:

1. **STATE THE NAME OF EMPLOYER**, whose main place of business is **ADDRESS OF EMPLOYER** (The Employer),
2. **STATE THE NAME OF APPRENTICE** who place of residence is (The Apprentice),
3. **STATE THE NAME OF TRAINING PROVIDER** whose main place of training provision is (The Training Provider)

The commitment statement relates to the Apprenticeship which will start on **DATE** and end on **DATE**. The training provided under the Apprenticeship is in order to assist you to achieve the approved apprenticeship in **CONFIRM THE QUALIFIED STANDARD PATHWAY AND LEVEL THAT IS BEING FOLLOWED** in the work that you do under the terms of this Apprenticeship Agreement.

The purpose of the commitment statement is to set out a schedule of the planned training which will be provided to the Apprentice. The statement sets down what input is expected by each of the undersigned parties to ensure that the standard is successfully accomplished at the end point of assessment of the apprenticeship.

Roles and responsibilities of the Employer

The Employer undertakes to provide the Apprentice the support and commitment set out in the Training Plan; in order to assist them achieve the Apprenticeship standard in the work that the apprentice does under the terms of this Agreement.

The Employer will ensure that the Apprentice receives appropriate remuneration during the Apprenticeship.

The Employer will permit the Apprentice to take paid time off work to attend the training course provided by the Training Provider. The Employer will release the Apprentice from their normal workplace duties to enable the apprentice to undertake off-the-job training. Release shall be for a minimum of 20% of normal working hours across the duration of the apprenticeship.

The Employer will provide the Apprentice with an inclusive and safe environment in which to learn.

Roles and responsibilities of the Training Provider

The Training Provider commits to deliver the training in accordance with the chosen standard to a reasonable expected standard with the purpose of enabling the Apprentice to successfully complete the training.

The Training Provider will provide the Employer and Apprentice with a detailed plan of the training content and schedule of training. The expected pattern of training will be **INSERT DETAILS, ONCE CONFIRMED BY THE TRAINING PROVIDER, OF THE DAY/BLOCK RELEASE PATTERN FOR ATTENDING TRAINING AND ASSESSMENTS. THE APPRENTICE MUST SPEND A MINIMUM OF 20% OF THEIR WORKING HOURS ATTENDING OFF-THE-JOB TRAINING, WHICH CAN BE COMPLETED EITHER AT THEIR WORK PLACE OR AT COLLEGE/WITH A TRAINING PROVIDER.**

The Training Provider will provide details of the end point assessment criteria and key milestones which need to be achieved by the Apprentice in order to successfully complete the apprenticeship.

If the Training Provider subcontracts its training provision to another party the Training Provider will ensure that all the training commitments set out in this statement are maintained by the subcontractor.

The training provider will ensure that the Apprentice is provided with appropriate resources and training materials in order to successfully complete the apprenticeship.

The training provider will provide the apprentice with feedback and actions plans throughout the apprenticeship.

OUTLINE ANY OTHER EXPECTATIONS OF COMMITMENTS OF THE TRAINING PROVIDER HERE

Roles and responsibilities of the Apprentice

The Apprentice undertakes that they will (unless they have a satisfactory reason for absence, such as sickness) attend the training provided by the Training Provider and attend work with the Employer.

The Apprentice will participate with any training provided in a constructive and positive manner. The Apprentice will maintain an off-the-job learning diary to evidence the minimum 20% off-the-job training requirement stated in the apprenticeship funding rules.

The Apprentice will dedicate their study time to the purpose of study.

The Apprentice undertakes that they will follow all health and safety rules, data protection rules and equality and diversity rules of the Employer and Training Provider.

OUTLINE ANY OTHER EXPECTATIONS OF COMMITMENTS OF THE APPRENTICE PROVIDER HERE

Organisations delivering the training and assessment for the Apprenticeship

Below is a list of all the training organisations who will deliver the Apprenticeship training provided by the Training Provider and the end point assessment for the Apprenticeship. **WHEN THIS IS CONFIRMED TO YOU BY THE TRAINING PROVIDER, SPECIFY HERE A LIST OF ALL ORGANISATIONS WHO WILL BE DELIVERING THE TRAINING ON BEHALF OF THE TRAINING PROVIDER, AND THE NAME OF THE ORGANISATION WHO WILL BE DELIVERING THE END-POINT ASSESSMENT.**

Queries or complaints

Complaints regarding the quality of the training or any other issues should in the first instance be raised internally. During the course of the apprenticeship if the apprentice has any complaints relating to the Employer these should be raised directly with the Employer using the grievance procedure referred to in Appendix 3.

If the apprentice has a query or complaint in relation to the Training Provider this should be raised in accordance with the Training Providers' complaint procedures.

1. **OUTLINE HER ANY ADDITIONAL INFORMATION ON HOW YOU WOULD DEAL WITH ANY COMPLAINTS**

If the internal procedure is exhausted but fails to resolve the concerns the matter may then be escalated externally to the Education and Skills Fund Agency (ESFA).

Complaints adjudicator

Legal and Information Compliance
Education and Skills Funding Agency
Cheylesmore House
Quinton Road
Coventry
CV1 2WT

The ESFA will investigate issues relating to:

- the quality, management or experience of education and training,
- undue delay or non-compliance with published procedures,
- poor administration by the provider,
- equality and diversity issues.

Signed for and on behalf of
The Employer

Printed Name:.....

Signature:

Date:.....

Signed:
(15-17 year olds)
The Apprentice

or signed for and on behalf of the Apprentice
(Name of parent or legal guardian)

Printed Name:.....

Printed name.....

Signature:

Signature:.....

Date:.....

Date:.....

Signed for and on behalf of
The Training Provider

Printed Name:.....

Signature:

Date:.....

GDPR: DATA PRIVACY NOTICE FOR EMPLOYEES, WORKERS OR CONTRACTORS

Please note you will need to remove all highlighted/Amend text in this document.

*The Information Commissioner's Office (ICO) regularly provides updates to their guidance around the data protection rules. We will update our documents accordingly, so please ensure that you are using the most up-to-date version of our documents.

**Throughout this document you must either insert or delete information where you see square brackets [].

***This document must be read in conjunction with the guidance notes on completing the Data Privacy Notice for employees or workers.

1. Why have you been given this privacy notice?

EMPLOYER is a "data controller". This means that we are required under data protection legislation to notify you of how we will process your personal data both during the employment relationship and post termination. This notice will explain how we collect your personal data, its use, storage, transfer and security. We will also explain what rights you have in relation to how we process your personal data. It is important that you read this notice, together with any other privacy notice we may provide during your employment, so that you are aware of how and why we are processing your personal data. This notice does not form part of any contract of employment or other contract to provide services. We may update this notice at any time.

2. What are our obligations to you in relation to how we process your personal data?

We are required by law to ensure that when processing any of your personal data that it is:

- Used lawfully, fairly and in a transparent way.
- Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
- Relevant to the purposes we have told you about and limited only to those purposes.
- Accurate and kept up to date.
- Kept in a form which permits you to be identified for only as long as necessary for the purposes we have told you about.
- Kept securely.

3. What personal data will we collect, use and store about you?

CHOOSE FROM BELOW:

- [Your name, salutation, addresses, contact numbers, and personal email addresses.]
- [Date of birth.]
- [Gender.]
- [Next of kin and emergency contact information.]
- [National Insurance number.]
- [Bank account details, payroll records and tax status information.]
- [Salary, annual leave, pension and benefits information.]
- [Start date.]
- [Location of employment or workplace.]

- [Copy of driving licence.]
- [Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process).]
- [Employment records (including job titles, work history, working hours, training records and professional memberships).]
- [Compensation history.]
- [Performance information.]
- [Disciplinary and grievance information.]
- [CCTV footage and other information obtained through electronic means such as swipe card records.]
- [Information about your use of our information and communications systems.]
- [Photographs.]

We may also collect, store and use the following “special categories” of more sensitive personal information:

CHOOSE FROM BELOW:

- [Information about your race or ethnicity, religious beliefs, sexual orientation and political opinions.]
- [Trade union membership.]
- [Information about your health, including any medical condition, health and sickness records.]
- [Genetic information and biometric data.]
- [Information about criminal convictions and offences.]

4. How do we collect your personal data?

We collect your personal data by a variety of means. At recruitment stage we have already collected data through the application process **CHOOSE ONE:** [directly from you] **OR** [an employment agency] **OR** [background check provider]. We may sometimes collect additional information from third parties including former employers, credit reference agencies **DATE AND LIST OTHERS, WHERE APPLICABLE.**

Whilst you are working with us periodically we may need to collect additional personal information from you not identified on the above list but before doing so we will provide you with a written notice setting out details of the purpose and the lawful basis of why we are collecting that data, its use, storage and your rights.

5. How will we use your personal data?

For the most part we will use your personal data for one of the following lawful bases:

- a) Where we need to perform the contract we have entered into with you.
- b) Where we need to comply with a legal obligation.
- c) Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests. **[You must identify and list the legitimate interests.]**

There are other rare occasions where we may use your personal data, which are:

- d) Where we need to protect your interests (or someone else’s interests).
- e) Where it is needed in the public interest **[or for official purposes]**.

6. When will we use your personal data?

During your employment and for a short period after the relationship has ended, we will use your personal information for specific purposes. The list below describes the purpose of our processing, the personal data involved (from clause 3 above) and the lawful basis for our processing (from clause 5 above):

CHOOSE FROM BELOW:

- [Determining the terms on which you work for us.]
- [Checking your right to work in the UK.]
- [When making payments to you to also include any necessary tax and NI deductions.]
- [Providing the following benefits to you [list benefits]
- [Liaising with your pension provider and making payments.]
- [Administration related to the performance of a contract of employment.]
- [Business management and work force planning, including accounting and auditing.]
- [Conducting and managing reviews of performance and determining performance requirements.]
- [Making decisions regarding remuneration, bonus, commission and compensation.]
- [Making decisions regarding promotions to include assessing qualifications for a particular role]
- [Gathering evidence for a possible disciplinary or gathering evidence in respect of an informal complaint or grievance.]
- [Making decisions about your continued employment or engagement.]
- [Making arrangements for the termination of our working relationship.]
- [Education, training and development requirements.]
- [Dealing with legal disputes involving you or other employees, workers and contractors, including accidents at work.]
- [Managing sickness absence, ascertaining your fitness to work.]
- [Complying with health and safety obligations, completion of accident book and RIDDOR reporting]
- [Prevention of fraud through CCTV monitoring]
- [Monitoring use of our information and communication systems to ensure compliance with our internal procedures and prevention of security lapses and breach of data protection laws.]
- [Preventing malicious software distribution]
- Gathering data analytics to assess retention and attrition rates]
- [Equal opportunities monitoring]
- It's possible that some of the grounds for processing will overlap.

7. Your failure to provide information

We will only ask you to provide information which we believe is necessary for the performance of the contractual employment relationship (for example bank account details to pay you) or our associated legal obligations (for example giving salary information to HMRC). If you fail to provide certain information when requested we may not be able to meet our contractual obligations to you or we may not be able to fulfil our legal obligations.

8. What happens if we need to use your personal data for a new purpose?

We will only use your personal data for the stated purposes, unless we consider that there is a need to use it for another reason and that reason is compatible with the original purpose. However, if we consider that it is necessary and reasonable to use your personal data for an unrelated purpose, we will notify you and explain the legal basis which allows us to do so.

There may be circumstances where we have to process your personal data without your knowledge or consent, where this is required by law and in compliance with the above rules.

9. How do we use your sensitive personal information data?

Any personal data which reveals your, ethnic origin, political opinions, religious and philosophical beliefs, trade union membership, genetic, biometric or health data, sex life and sexual orientations will be regarded as special categories of personal data. We will only use this data in the following ways:

- In order to comply with employment and other laws when processing and managing situations connected with absences arising in relation to your sickness or family/ dependant related leave.
- To ensure we meet our health and safety obligations towards you and other employment related obligations we will use information about your physical or mental health or disability status to assess your capability to perform your role, monitor and manage your sickness absence, provide appropriate workplace adjustments and administer health related benefits.
- Where it is needed in the public interest, for example for equal opportunity monitoring and reporting.
- **IF RELEVANT:** [We will use trade union membership information to pay trade union premiums, register the status of a protected employee and to comply with employment law obligations.]

There may be circumstances where we need to process this type of information for legal claims or to protect your interests (or someone else's) and you are not able capable of giving your consent or where the relevant information has already been made public.

[List any other sensitive data that will be used and the purpose for processing it, the lawful basis and the additional condition for processing.]

10. Do we need your consent to use sensitive personal data?

If we are using your personal sensitive data in accordance with our written policy to perform our legal obligations or exercise specific rights connected to your employment, in these circumstances we do not need your written consent to use sensitive personal data.

However, in limited circumstances, we may request your written consent to allow us to process your sensitive personal data. For example, your written consent will be required before we instruct a medical practitioner to prepare a medical report. If, it becomes necessary to request your consent to process your sensitive personal data, we will provide you with details of the information that we require and why we need it, so that you can decide whether you wish to provide your consent. It is not a condition of your contract of employment with us that you must agree to any request for consent. Giving consent

will always be a decision made by your freewill/choice.

11. Criminal convictions

CHOOSE FROM THE LIST BELOW:

- We [envisage] **OR** [do not envisage] that we will hold information about criminal convictions.
- [We will only collect information about criminal convictions if it is appropriate given the nature of the role and duties you will perform and where we are legally entitled to do so.]
- [We will use information about criminal convictions and offences in the following ways:
- [List the uses and the lawful basis on which you are using the information]
- [We are allowed to use your personal information in this way [to carry out our obligations [SPECIFY] **OR** [SET OUT OTHER LAWFUL BASIS]]
- [We have in place policy and safeguards which we are required by law to maintain when processing this data.]

12. Automated decision making

CHOOSE ONE OF THE BELOW:

It is our intention that you will not be subject to automated decision making which will have a significant impact on you, unless we have a lawful reason for doing so and we have notified you.

OR

[We do not envisage that any decisions will be taken about you using automated means, however we will notify you in writing if this position changes.]

13. Will we share your personal data with third parties?

In order to meet our legal obligations connected with your employment relationship it is necessary to share your personal information with certain third parties (see below). We also need to share your data when we have legitimate business reasons for doing so and also where it is necessary in order to perform your contract.

14. Which third party service providers will we share your personal data with?

The following third-party service providers process personal information about you for the following purposes:

- [List the third party providers and the activity they carry out, for example payroll, pension administration, IT services etc.]

We may share your personal information with other third parties, for example in the context of the possible sale or restructuring of the business. We may also need to share your personal information with a regulator or to otherwise comply with the law.

15. Third party service providers and data security

Third party service providers are only permitted to process your personal data in accordance with our specified instructions. They are also required to take appropriate measures to protect your privacy and personal information. We do not allow your information to be used by the third parties for its own purposes and business activities.

16. **IF RELEVANT:** [Will we share your personal data with other entities within our business group?

As a consequence of the need to report on business performance, accounting, internal business transformations and IT activity **DESCRIBE OTHER ACTIVITIES** your personal data will be shared with other entities within the business group.]

17. Will we transfer your personal data outside of the European Economic Area (EEA)?

CHOOSE ONE OF THE BELOW:

[We do not transfer personal data outside the EEA.]

OR

[If personal data is to be transferred outside the EEA, include details of the countries and of the relevant safeguards that you have implemented.]

18. How do we ensure your personal data is secure?

We take your privacy and protection of data very seriously. Consequently, we have put in place appropriate security measures to prevent unauthorised use of your personal data. Details of the measures which are in place can be obtained from **NAME OF PERSON**. We will notify you and any applicable regulator of any suspected unauthorised use of your personal data.

19. How long will we keep your personal data?

We will retain your personal data for as long as is necessary to fulfil the purposes for which it was collected for. Details of retention periods for specific purposes are available in our data retention policy which is available from **NAME**. When your employment relationship comes to an end with our business we will either retain or securely destroy your personal data in accordance with our data retention policy or other applicable laws and regulations.

20. Your duty to inform us of any changes

In order that we can ensure that the personal data we hold in relation to you is accurate, it is important that you keep us informed of any changes to that data.

21. What rights do you have in respect of how we use your personal data?

Subject to legal limitations you have the right to:

- **Request access to your data:** You can ask us to provide a copy of the personal data we hold about you.
- **Request corrections to be made to your data:** If you think that your personal data is incomplete, inaccurate you can ask us to correct it.
- **Request erasure of your data:** If you consider there is no lawful basis for us to continue processing your data you can ask for that data to be deleted or removed.

- **Object to the processing of your data:** If our lawful basis for processing your data relates to a legitimate business interest (or third party interest) you can raise an objection to that interest. You can also object to us using your information for direct marketing purposes.
- **Request that processing restrictions be put in place:** If you believe that your information is being processed without a lawful reason or that the information is incorrect you can request that a freeze/restricting is placed on the processing of the information until your concerns are addressed.
- **Request a transfer of your personal data:** You can ask us to transfer your personal data to a third party.

If you wish to exercise any of the above rights please contact **NAME CONTACT DETAILS**.

22. Will I have to pay a fee?

You will not be expected to pay a fee to obtain your personal data unless we consider that your request for access to data is unfounded or excessive. In these circumstances we may charge you a reasonable fee or refuse to comply with your request.

23. Confirmation of identity

Whenever you make a request for access to personal data, we may request specific information to confirm your identity. This is usually done to ensure that we are releasing personal data to the correct person.

24. Right to withdraw your consent

If we have asked for your written consent to obtain information, you have the right to withdraw your consent at any time. To withdraw your consent please contact [Name][Contact details]. Once we receive your notice of withdrawal we will cease processing your data unless we have any other lawful basis on which to continue processing that data.

25. Important information about this privacy notice

We reserve the right to amend or update this privacy notice at any time. We will provide you with a new notice when we make any updates.

26. How to make a complaint

To exercise all relevant rights, queries or complaints please in the first instance contact our **DATA PROTECTION OFFICER/OUR DATA REPRESENTATIVE** on **INSERT CONTACT DETAILS**. If this does not resolve your complaint to your satisfaction, you have the right to lodge a complaint with the [Information Commissioners Office](https://ico.org.uk/global/contact-us/email/) on 03031231113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, England.

I acknowledge that on **DATE**, I received a copy of **INSERT EMPLOYER'S NAME** Privacy Notice for employees, workers and contractors and that I have read and understood it.

Printed Name of employee, worker, contractor:

.....

Signature:

.....

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