

UNIVERSITY ACADEMY
HOLBEACH



APPRENTICESHIP CONTRACT OF SERVICE

University Academy Holbeach

STANDARD TERMS AND CONDITIONS

APPRENTICESHIP TRAINING SERVICES

AND

[ADD EMPLOYER NAME]

CONTRACT NUMBER:

Background

This agreement is dated:

This agreement is formed by the below parties:

Training provider	Employer
University Academy Holbeach	Enter NAME
Park Road Holbeach Lincs PE12 7PU	Enter ADDRESS
01406 423042	Enter telephone number

The training provider has been selected by the employer, seeking the provision of apprenticeship training services, to provide these services the training provider is willing and able to provide the services in accordance with the terms and conditions of this agreement.

A request for services signed by the employer constitutes an offer by the employer to purchase services subject to and in accordance with the terms and conditions of this agreement but confers no exclusivity or commitment that any future particular level of services will be commissioned by the Employer.

These terms and conditions apply to and form part of the agreement between the training provider and the employer. They supersede any previously issued terms and conditions of purchase or supply relating to the services. The contract of service will be retained as part of the apprentice evidence pack for the Education Skills Funding Agency (ESFA).

Definitions

“Agreement” means the Contract between the above-named parties consisting of these Terms and Conditions and corresponding schedules A and B, and any variations to the Contract agreed in writing and signed by both parties.

“Apprenticeship” means the training (and where applicable) end point assessment for an employee as part of a job with an accompanying skills development programme.

“Apprentice” means any employee of the Employer who meets the Education and Skills Funding Agency (ESFA) eligibility requirements and is registered or will be registered onto an apprenticeship.

“Apprenticeship Completion Certificate” means the completion certificate issued in accordance with the Funding Agency guidelines.

“ASCL Act 2009” means Apprenticeships, Skills, Children and Learning Act 2009.

“Assessments” means any assessments, tests, and online or paper based examinations.

“Commitment Statement” means a statement of intent between an Apprentice, the Employer, The Lead Provider and if applicable the sub-contractor, which sets out each parties obligations in the delivery of a given Apprenticeship.

“Employer Contribution” means the fees paid by the Employer for the training and assessment services only required for delivery of an Apprenticeship.

“Employer Incentive Claim Form” means the form, provided by University Academy Holbeach by which the Employer confirms eligibility of their apprentice and their organisation for the incentive payments.

“End Point Assessment” means the assessment activities carried out by a third party provider to assess the Apprentice’s final competence and grade, as defined by the Apprenticeship Standard.

“Fees” means all fees referenced in this document, to include Employer Contribution and any other fees.

“Funding Agency” means both the Education and Skills Funding Agency (ESFA) and/or the Digital Apprenticeship Service (DAS).

“Individual Learning Plan (ILP)” means an individual learning agreement that outlines the content and delivery of the Apprenticeship and is jointly agreed by the Apprentice, the Employer and The Training Provider at the commencement of the Apprenticeship.

“Intellectual Property Rights” means all patents, petty patents, utility models, trademarks, design rights, applications for any of the foregoing, copyright, moral rights, database rights, trade or business names, domain names, websites addresses whether registerable or otherwise (including applications for and the right to apply for registration of any such rights), and any similar rights in any country whether currently existing or created in the future, in each case for their full term together with any renewals or extension.

Lead Provider means the ESFA Contract holder University Academy Holbeach.

“Safeguarding Legislation” means the Safeguarding Vulnerable Groups Act 2006, the Children’s Act 1989, Protection of Children Act 1999, the Education Act 2002 and all other legislation on the protection of children or vulnerable adults.

Sub-contractor means a sub-contractor, mutually agreed between the Lead Provider and the Employer.

Training Provider means the Training Provider – either University Academy Holbeach or sub-contractor who delivers the training.

Supply of services

Each request for services by the employer to the training provider shall be an offer to purchase services subject to these terms and conditions. If the training provider positively confirms that it is willing and able to supply the services to the employer by counter signing the request for services and returning it to the employer, a binding commitment comes into effect subject to the terms and conditions of this agreement.

In supplying the services, the training provider shall:

- Co-operate with the employer in all matters relating to the services and comply with all reasonable employer instructions;

- Perform the services with all reasonable care, skill and diligence in accordance with good industry practice;
- Use staff who are suitably skilled and experienced to perform tasks assigned to them;
- Comply with all applicable laws, its obligations and requirements under the technical funding guidance for providers and the ESFA rules.

Fees and payments

The fees for the Services shall be as set out in a signed request for services which itself shall be consistent with the Fees quoted in this agreement and shall be the full and exclusive remuneration of the training provider in respect of the supply of the services.

The ESFA shall pay the funding (fees) to the training provider on behalf of the employer for the services on receipt of the correctly invoiced amounts and such reasonable evidence of satisfactory service delivery that the employer may require from time to time.

In the event the employer does not have sufficient funds in their DAS account to meet the fees for the services it has requested in a particular month, the employer co-investment shall occur, and the employer shall pay the training provider 5% for that month. The ESFA will pay the remaining 95% up to the funding band maximum for that month and may first require the training provider to demonstrate to them that

they have received the employer's contribution in order to justify the ESFA contribution. If the costs go over the maximum, the difference must be paid out of the employer's own budget.

Compliance with ESFA rules

The training provider, shall at all times perform its obligations under this agreement in compliance with the ESFA Rules.

The training provider shall at all times remain an approved provider of training services under the ESFA Rules.

The training provider shall:

- prepare and distribute the Individual Learning Plan (ILP) and commitment statement at the outset of an apprenticeship; and;
- Obtain approval for, and have a written contract in place with any sub-contractor in the form prescribed by the ESFA Rules.

The employer shall comply with all requirements imposed on an employer under the ESFA Rules. In particular the employer is responsible for ensuring that all employment criteria prescribed by the ESFA Rules relating to the apprentice are met.

The employer shall:

- work with the training provider and each apprentice to agree an apprenticeship Standard or Framework, commitment statement and ILP for each apprentice; and
- Enter a written apprenticeship agreement and commitment statement in relation to each apprentice at the start of and for the entire length of the apprenticeship.
- Each party shall indemnify, and keep indemnified, the other from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the other party as a result of or in connection with the first party's breach of the ESFA Rules.

Safeguarding

The parties acknowledge that the training provider has ultimate responsibility for the management and control of the Regulated Activity provided under this agreement, including subcontractors, and for the purposes of the Safeguarding Vulnerable Groups Act 2006. The training provider shall ensure that all individuals engaged in the provision of the Services are:

- subject to a valid Standard disclosure check undertaken through the Disclosure and Barring Service (DBS) including a check against the adults' barred list or the children's barred list, as appropriate; and

The training provider shall refer information about any person carrying out the Services to the Disclosure and Barring Service where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to any service users/children/vulnerable adults.

The training provider shall not employ or use the services of any person, who will have contact with apprentices or access to their records, who is barred from or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.

Health and safety

The training provider shall promptly notify the employer of any health and safety hazards which may arise or of which it becomes aware in connection with the performance of its obligations under this agreement. The employer shall promptly notify the training provider of any health and safety hazards which may exist or arise at the employer's premises and which may affect the training provider in the performance of its obligations under this agreement, its obligations in relation to health and safety under its contract with ESFA and to ensure compliance with RIDDOR regulations.

The training provider shall:

- comply with all the employer's health and safety measures while on the employer's premises; and
- Notify the employer immediately in the event of any incident occurring in the performance of its obligations under this agreement where that incident causes any personal injury or damage to property.

The training provider shall perform its obligations under this agreement in accordance with all applicable equality laws and the employer's equality and diversity policy as provided to the Provider from time to time.

Apprenticeship programme

For new recruits and for the existing workforce, the training provider will endeavour, where practical, to provide support to the employer to promote opportunities at organisational learning events arranged by the employer.

The responsibility for enrolling apprentices into the apprenticeship programme will be with the training provider. The employer will grant permission for the apprentices to undertake the training and will provide appropriate support to the apprentice to complete the programme of learning. The programme as detailed below forms the agreement of the apprenticeship programme.

The Employer and Training provider have agreed the following:

Apprenticeship	Fee	Additional Costs
<i>Apprenticeship Standard-</i> <i>End-Point Assessment</i> <i>Organisation-</i> <i>Duration-</i>	<i>£X,XXX per apprentice.</i>	

The programme breakdown should be completed by the training provider and the employer for each apprenticeship programme:

Employer Name and Location	
Employer contact (Name)	
Apprenticeship standard agreed	

Agreed cost of apprenticeship per apprentice	£X,XXX						
Identify breakdown of negotiated price including evidence to demonstrate only covers eligible costs.	<table border="1"> <tr> <td>Face to face workshops</td><td>£X,XXX</td></tr> <tr> <td>E-learning</td><td>£XXX</td></tr> <tr> <td>EPA</td><td>£XXX</td></tr> </table>	Face to face workshops	£X,XXX	E-learning	£XXX	EPA	£XXX
Face to face workshops	£X,XXX						
E-learning	£XXX						
EPA	£XXX						
Agreed EPA organisation							
Agreed cost of individual EPA							
Estimated number of apprentices to enrol							
Apprenticeship duration							
Functional Skills (where required within a standard)							
Total 20% off the job training/learning required							

Specific arrangements agreed with Employer e.g. additional qualifications and learning products	
Outline any subcontract organisations and the aims they will be delivering:	
Confirmed content that is paid via the digital apprenticeship service	

Training provider responsibilities

The Lead Provider shall:

Administer the funding for each Apprentice;

Provide or procure the training provision;

If any sub-contractor is used by the Lead Provider to provide any of the Agreed Services the Lead Provider warrants that:

- it has the knowledge, skills and experience of contracting with, and managing the delivery sub-contractors;
- it has not assessed that sub-contractor as unsuitable, and;
- it will directly deliver some of the Apprenticeship training and/or on-programme assessment associated with each Employer's Apprenticeship programme in accordance with the ESFA Rules; if the Employer is a Levy paying employer.

- it will not use a sub-contractor for the delivery of the Agreed Services unless that sub-contractor satisfies the criteria for using delivery sub-contractors specified in the ESFA Rules;
- it will manage, monitor and regularly assess for quality its delivery sub-contractors through visits and face-to-face interviews to ensure high-quality delivery in accordance with the ESFA Rules;
- it will obtain an annual report from an external auditor if the total Apprenticeship contracts with delivery sub-contractors exceeds £100,000 in any one financial year; and
- it will not permit any sub-contractor to sub-contract the performance of its obligations.
- the contract with the sub-contractor will specify the matters required to be specified in that sub-contract by the ESFA Rules.

The Training Provider/Sub-Contractor shall:

Identify suitable Apprentice candidate(s) for the Employer, if required;

Carry out appropriate initial assessment to assess suitability;

Agree the ILP with the Employer and Apprentice(s);

Oversee the on-the-job skills development as detailed in the ILP;

Ensure that health and safety inductions are carried out with the Apprentice(s) for any off-the-job training;

Advise the Employer of any concerns regarding non-attendance, performance or conduct of the Apprentice(s) whilst attending off-the-job training;

Provide additional learning support to any Apprentice(s) with learning difficulties or disabilities, in accordance with Funding Agency funding rules;

Make or arrange for all relevant assessments required for the Apprenticeship;

Provide relevant feedback to the Apprentice(s) based on the assessments undertaken;

Advise of any concerns affecting non-achievement or delay in meeting targets;

If required, update the ILP in consultation with the Employer and Apprentice(s);

Attend a formal progress review with the Apprentice and Employer every 12 weeks at a maximum;

Provide, on successful completion of the Apprenticeship, an Apprenticeship Completion Certificate or such other certification and evidence of academic attainment to which the Apprentice(s) is entitled;

Make no guarantee that the Apprentice(s) will successfully complete the Apprenticeship or that third party certification will be achieved during the course of the Apprenticeship;

Make reasonable endeavours to find a replacement at no extra cost to the Employer, where the Training provider places an Apprentice(s) with the Employer who subsequently resigns from their employment or has their employment terminated for misconduct;

Carry out its responsibilities under all relevant legislation, regulations and formal guidance for the protection and vulnerable adults;

Work in partnership with the Employer, advising of any new developments within the industry which could enhance the Apprenticeship.

Employer responsibilities

The Employer shall:

Commit to employ each Apprentice for the duration of the Apprenticeship and for a minimum of 30 hours per week, under either:

- an Apprenticeship Agreement between the Employer and the Apprentice, as defined by the Employment Rights Act 1996 and the ASCL Act 2009,
- Or
- A document in writing in the form of a contract of employment / a letter of engagement where the Employer's duty under the Employment Rights Act 1996 are fulfilled.

Which, in each case must include a statement (which may be an annex) explicitly stating the skill, trade or occupation for which the Apprentice is being trained corresponding to a relevant apprenticeship framework or standard, issued by the appropriate issuing authority. A copy of the relevant document must be provided to both the Apprentice and the Training Provider;

Enter into a Commitment Statement with each Apprentice, and perform the Employer's obligations set out therein.

Ensure that the Apprentice(s) enters into an ILP/Commitment Statement for their Apprenticeship, and facilitate the Apprentice(s) to perform the Apprentice's obligations set out therein including:

- their attendance at workplace assessment visits, formal progress reviews, assessments and training sessions, and
- their performance of any self-study elements of the Apprenticeship;

Deliver any on-the-job skills development as detailed within the ILP/Commitment statement;

Provide a mentor for the Apprentice(s) and a key contact point for the Training Provider and the Apprentice(s);

Pay the Apprentice(s) during the Apprenticeship in accordance with the Apprentice Minimum Wage, (<https://www.gov.uk/national-minimum-wage>), and provide sufficient expenses to each Apprentice to allow them to attend any training set out in the ILP. The Employer acknowledges that if the Apprentice(s) is employed after completion of the Apprenticeship, the Apprentice(s) must be paid at least the National Minimum Wage;

Obtain the Apprentice's express written consent that data relating to them (held by the Employer) may be transferred to the Training Provider and/or Lead Provider for the purposes of registration and in connection with the Apprenticeship and such consent to include the right for Lead Provider to transfer data and information relating to the Apprentice(s) or the Employer to third parties as required to fulfil its obligations;

Provide suitable opportunity for the Apprentice(s) to develop and learn in the workplace including role-related training, mentoring and support;

In accordance with ESFA rules, allow the Apprentice(s) to spend at least 20% of their time on off-the-job training, recognising that Apprentices may need more than 20% off-the-job training. This time must be part of their normal working hours;

Enable the Apprentice(s) to attend any additional training or education, agreed during workplace assessment visits or formal progress reviews;

Attend and contribute to the Apprentice's formal progress reviews and to provide the Employer's views on progress and performance in order to ensure that the targets and objectives agreed accurately reflect the Apprentice(s) and Employer needs;

Use reasonable efforts to provide at least 10 working days' notice to the Training Provider of any cancellation or postponement of workplace assessment visits, formal progress reviews or training sessions;

Provide such information in relation to each Apprentice as the Training Provider may reasonably request and to fully support the completion of all registration documentation required by the Funding Agency to register the Apprentice(s) on the Apprenticeship;

Throughout the Apprenticeship to fully co-operate with the Training Provider/Lead Provider staff in the completion of all documentation necessary to provide ongoing evidence of progression and completion as required by the Funding Agency;

Provide feedback to the Training Provider/Lead Provider on the Apprentice's experience, including surveys provided by Funding Agencies and OFSTED of quality control and services evaluation;

Allow the Training Provider to perform a health and safety assessment of the Employer's premises in line with the Management of Health and Safety at Work Regulations 1999 and implement any changes requested by the Training Provider in order to ensure safeguarding of Apprentice(s);

Notify the Training Provider immediately of any accident involving an Apprentice(s) and provide all information required to support investigation of the accident:

Ensure that any Apprentice(s), especially below the age of 18, are protected at work from any risks to their health and safety and a risk assessment has been carried out in line with the Management of Health and Safety at Work Regulations 1999;

Comply with all UK, Diversity, Employment, Anti-Bribery, Safeguarding, Equality & Health & Safety laws;

The Employer will maintain appropriate public and employer's liability insurance and will ensure that the Apprentice(s) is/are covered by such policies during the Apprenticeship. The Employer will provide the Training Provider with copies of the certificates in relation to such policies prior to commencement of the Apprenticeship as well as any subsequent renewal certificates whilst the Apprentice(s) remains on the Apprenticeship;

The Employer hereby acknowledges that the Apprentice(s) and Employer are required to comply with any rules and regulations, laid down by the Funding Agency in relation to the Apprenticeship and its funding thereof. In particular the Employer agrees to comply with the Funding Agency guidelines as updated from time to time and detailed on the Funding Agency's website.

Additional Requirements

The training provider must obtain the agreement of the employer before any delivery subcontractors can be used. The training provider must have a written agreement in place with the employer.

Where the employer or training provider sees a need to change this agreement, either party may at any time request a change to contract.

Intellectual Property Rights and Data Protection GDPR

All materials created by or on behalf of the Training Provider for the training and assessment of Apprentices shall remain the property of the Training Provider.

The information that you provide will be passed to the Funding Agency. The Funding Agency is responsible for funding, planning and encouraging education and training for young people and adults in England, and is registered under the Data Protection Act 1998. The information you provide will be shared with other organisations for the purpose of administration, careers and other guidance, and statistical and research purposes. At no time will any personal information be passed onto organisations for marketing or sales purposes.

The Employer, Lead provider and Subcontractor are Data Controllers in their own capacity and must be fully compliant to the GDPR

Prohibited Activities

The Employer shall not offer or give, or agree to give, to any member, employee or representative of the Lead Provider or Training Provider any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, any act in relation to the obtaining or execution of this or any other Agreement with the Lead Provider or Training Provider or for showing or refraining from showing favour or disfavour to any person in relation to this or any such Agreement. The Employer's attention is drawn to the criminal offences created by the Bribery Act 2010. Any offence by The Employer or its employees or by anyone acting on its behalf under the Bribery Act 2010 in relation to this or any Agreement with the Lead Provider or Training Provider shall entitle University Academy Holbeach to terminate the Agreement and recover from The Employer the amount of any loss resulting from such termination and/or to recover from The Employer the amount of value of any gift, consideration or commission.

Force Majeure

Neither party shall be liable for any delay or failure to meet its obligations under this Agreement due to any cause outside its reasonable control, including (without limitation), inclement weather, Acts of God, war, riot, malicious acts of damage, civil commotion, strike, lockout, industrial dispute, refusal of licence, power failure or fire. If performance of the service is substantially prevented for a continuous period of six months by virtue of any of the aforesaid events, then either party may terminate this Agreement by written notice to the other.

Termination

The employer may terminate this agreement at any time by notice in writing to the training provider to take effect on any date falling at least 3 months later than the date of the service of the relevant notice.

The training provider may terminate this agreement by written notice to the employer if the employer has not paid any undisputed amounts within 90 days of them falling due.

Schedule 1 – Commitment Statement

The Employer Guide and Individual Learning Plan shall include in accordance with the ESFA rules:

The planned content and schedule for eligible training (and must also include end-point assessment if they are undertaking a standard):

What is expected and offered by the Employer, Provider (and any subcontractors) and the Apprentice to achieve the Apprenticeship);

A summary of:

Details of the Apprenticeship being followed, including start and end-dates for the apprenticeship training and (where applicable) end-point assessment and key milestones for mandatory or other qualification achievements;

details on which elements are eligible for funding from the ESFA and necessary to meet any end-point assessment, those which are extra and not eligible for co-investment but will be fully funded by the employer, and those fully funded by the ESFA including English and maths, and;

The list of all organisations delivering the training including English and maths.

Roles and responsibilities of University Academy Holbeach and Apprentice and arrangements for how the three parties will work together; this must include contact details and the expected commitment from each party to ensure the smooth running and day-to-day delivery of the Apprenticeship, including:

Employer: commitment to wages and time off to study in the working day; and

Training Provider: support and guidance available and how to access this.

The process for resolving any queries or complaints regarding the Apprenticeship, including quality; this must include details of the escalation route within University Academy Holbeach own organisation and the escalation process to the ESFA through the apprenticeship helpline.

Schedule 2 – Request for Services

Services: Training and support services will be provided as recorded within the ILP, Commitment Statement and schedule B1 B2 or B3 at the end of this contract.

Start date and term: XXXX

Agreed Subcontractor (if applicable) -

Awarding Organisation: XXXX

End Point Assessment Organisation: EPA will be specified in Schedule B1 B2 or B3 at the end of this contract

Employer Materials: The employer is expected to supply all equipment as reasonably required to the Apprentice to carry out their daily job.

Timetable: XXXX.

Charges: Please see schedule B1 B2 or B3 at the end of this contract

The name of the Contract Manager and the Services Manager: is Tasmin-Chapman-Malkin

The services to be provided by University Academy Holbeach as the Lead Provider University Academy Holbeach will ensure all services will be provided either by themselves or the sub-contracting provider as recorded within the ILP, Commitment Statement and schedule B1 B2 or B3 at the end of this contract.

The Charges: University Academy Holbeach shall be entitled to invoice, either quarterly or in total, the Employer for 5% of the maximum funding band. Or other fees as agreed in schedule B1 B2 or B3 at the end of this contract

Whether the Requested Services are Government-Employer Co-investment Funded: Please see schedule B1 B2 or B3 at the end of this contract.

Recording of data for the ESFA: University Academy Holbeach shall be responsible for recording the required details of the Apprenticeship with the ESFA.

If University Academy Holbeach intends to sub-contract all or part of the Requested Services: This will be recorded in. schedule B1 B2 or B3 at the end of this contract

The Apprenticeship training and/or on-programme assessment that will be directly delivered by University Academy Holbeach This will be recorded in. schedule B1 B2 or B3 at the end of this contract

The amount of funding to be retained for direct delivery of the Apprenticeship training and/or on-programme assessment that each subcontractor will contribute to the Employer's Apprenticeship programme: This will be recorded in. schedule B1 B2 or B3 at the end of this contract

The amount of funding payable by University Academy Holbeach to each subcontractor for their contribution: This will be recorded in. schedule B1 B2 or B3 at the end of this contract.

The amount of funding to be retained by University Academy Holbeach to manage and monitor each subcontractor: This will be recorded in. schedule B1 B2 or B3 at the end of this contract

Agreement

University Academy Holbeach

and

ENTER EMPLOYER NAME

SIGNED:

.....

(On behalf of **ENTER TRAINING PROVIDER** - TRAINING PROVIDER)

DATE: ENTER DATE

SIGNED:

.....

(On behalf of **ENTER EMPLOYER** – EMPLOYER)

DATE: ENTER DATE

Schedule A.1 – Invoice procedure

On completion of this agreement University Academy Holbeach will raise an invoice to you for your required 5% employer contribution for the agreed training. You are required to pay in full within 30 days of receipt of our invoice.

If you have difficulty in meeting this payment in full, please contact tasmin.chapman-malkin@uah.org.uk

Levy paying Employers

Payments will be made as agreed through the Apprenticeship Service Portal

To University Academy Holbeach please send invoices to:

Name	
Address	
Email	
Phone	

Schedule A.2 – Instructions for your bank REF - **Type Apprentice name here**

If using this mandate please email a copy to tasmin.chapman-malkin@uah.org.uk and **send the original to your own bank.** (Note: University Academy Holbeach cannot set this up with your bank on your behalf)

Please use the Apprentice name as the reference to and from your bank

Name of Bank.....

Address.....

.....

Please tick relevant box:

☐

New Instruction

☐

Please amend previous instruction quoting reference/beneficiary

ACCOUNT TO BE DEBITED

BANK

ACCOUNT NAME

ACCOUNT No

--	--	--	--	--	--	--	--

SORT CODE

--	--	--	--	--	--

BENEFICIARY DETAILS (University Academy Holbeach)

BANK

Lloyds

ACCOUNT NAME

University Academy Holbeach

ACCOUNT No

2	4	3	8	6	8	6	0
---	---	---	---	---	---	---	---

SORT CODE

3	0	9	7	9	5
---	---	---	---	---	---

AMOUNT OF PAYMENT

£

DATE OF PAYMENT

--	--	--

Customer signature_____ **Date**_____ **Phone contact**_____

Schedule B.1 – Financial Agreement Employers (Levy paying)

Employer details			
Organisation name		Contact name	
Employer phone		Employer Email	
Apprentice details			
Insert name here XXXX			
Date of birth		Age at start	
Start date		End date	

Delivery details				
Delivery	By whom	Breakdown	University Academy Holbeach fee	Subcontract fee
Direct	University Academy Holbeach			
Sub contracted				
		End Point Assessment		
EPA (if applicable)				
Maximum funding band value		£	Total agreed delivery price	
			£	

Incentive payments 16-18 year old Apprentices							
Below are the two trigger dates and values that the ESFA will release for a 16-18 year old Apprentice							
Point 1	@ 90 days	£			Point 2	@365 days	£

Payment terms
<ul style="list-style-type: none"> 100% of the agreed price up to the maximum of the funding band will be paid from your organisation's Levy pot 80% of this investment will be paid to University Academy Holbeach in agreed monthly instalments for planned duration of the Apprenticeship. 20% of this investment will be paid to University Academy Holbeach upon completion of all learning activity relevant to the Apprenticeship from your Levy pot.

- Note: If the agreed price is above the maximum funding band allowance or if you have agreed any additional services not covered by Government / Levy pot funding, University Academy Holbeach will invoice separately for these fees.
- The agreed price for End Point Assessment (EPA) is shown in the table above
- Please refer to University Academy Holbeach Levy guide for further information

No training can take place until the first payment has been received.

Employer contribution			
Total fees payable by the employer		£ 0	

Signed on behalf of the employer

Name _____

Signature _____

Position _____

Date _____

Schedule B.2 – Financial Agreement Employers with under 50 employees (Eligible for Small Employer Support – 16-18 year old Apprentices)

Employer details			
Organisation name		Contact name	
Employer phone		Employer Email	
Apprentice details			
Insert name here XXXX			
Date of birth		Age at start	
Start date		End date	

Delivery details				
Delivery	By whom	Breakdown	University Academy Holbeach fee	Subcontract fee
Direct	University Academy Holbeach			
Sub contracted				
End Point Assessment				
EPA (if applicable)				
Maximum funding band value	£	Total agreed delivery price	£	

Incentive payments 16-18 year old Apprentices							
Below are the two trigger dates and values that the ESFA will release for a 16-18 year old Apprentice							
Point 1	@ 90 days	£			Point 2	@365 days	£

Payment terms			
<ul style="list-style-type: none"> 100% of the agreed price up to the maximum of the funding band will be paid by Government investment via the Education and Skills Funding Agency if you are eligible (i.e. if the Apprentice is 16-18 years old on their start date or 19-24 years old with an EHC Plan or has been in care). 80% of this investment will be paid by the ESFA to University Academy Holbeach in monthly instalments for planned duration of the Apprenticeship. 20% of this investment will be paid by the ESFA to University Academy Holbeach upon completion of all learning activity relevant to the Apprenticeship. Note: If the agreed price is above the maximum funding band allowance or if you have agreed any additional services not covered by Government funding, University Academy Holbeach will invoice separately for these fees. <p>No training can take place until the first payment has been received.</p>			
Employer contribution			
Total fees payable by the employer		£ 0	

Signed on behalf of the employer

Name _____

Signature _____

Position _____

Date _____

Schedule B.3 – Financial Agreement Non Levy paying Employer required to make a 5% contribution

Employer details			
Organisation name		Contact name	
Employer phone		Employer Email	
Apprentice details			
XXXX			
Date of birth		Age at start	
Start date		End date	

Delivery details				
Delivery	By whom	Breakdown	University Academy Holbeach fee	Subcontract fee

Direct	University Academy Holbeach			
Sub contracted	XXXX			
		End Point Assessment		
EPA (if applicable)				
Maximum funding band value		£	Total agreed delivery price	

Payment terms			
<ul style="list-style-type: none"> 95% of the agreed price up to the maximum of the funding band will be paid by Government Co-investment via the Education and Skills Funding Agency if you are eligible (i.e. if the Apprentice is 16-18 years old on their start date or 19-24 years old with an EHC Plan or has been in care). 20% of this investment will be paid by the ESFA to University Academy Holbeach upon completion of all learning activity relevant to the Apprenticeship. Note: If the agreed price is above the maximum funding band allowance or if you have agreed any additional services not covered by Government funding, University Academy Holbeach will invoice separately for these fees. 			
No training can take place until the first payment has been received.			
Employer contribution			
5% of total agreed price up to max funding value		£	
Fees above max funding band		£	
Total fees payable		£	

Signed on behalf of the employer

Name_____

Signature_____

Position_____

Date_____