

BMS Progress[®]

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Progress Careers

Apprenticeship Employer Agreement

Levy Terms & Conditions

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DEFINITIONS AND INTERPRETATIONS

1 Interpretation

The definitions and rules of interpretation set out in Schedule 1 shall apply in this Agreement.

ORDERING, INVOICING AND PAYMENT

2 Ordering Services

2.1 The Employer may order any of the Training Services by making a request ('a Model Framework Agreement') to the Training Provider pursuant to this clause 2.

2.2 The Training Provider shall provide the Agreed Services from the date specified in the Model Framework Agreement that relates to those services.

2.3 Each Model Framework Agreement shall state the matters listed in the template Model Framework Agreement set out in Schedule 7.

2.4 The Training Provider and the Employer shall negotiate in good faith each Model Framework Agreement and:

2.4.1 the Employer shall provide the Training Provider with such information as it may reasonably require to enable it to assess the prior learning of any Apprentice or prospective Apprentice; and

2.4.2 without any obligation on either Party to agree, both Parties shall sign and date the draft Model Framework Agreement once it is agreed.

2.5 When a Model Framework Agreement has been agreed and signed in accordance with clause 2.4 the services specified in that Model Framework Agreement shall be Agreed Services, and the date of the signed Model Framework Agreement shall be the MFA Agreement Date.

2.6 Each Model Framework Agreement shall form part of this Agreement and shall not form a separate contract.

3 Changes to Services

3.1 If the Employer or the Training Provider wishes to change this Agreement or the Agreed Services, it may at any time request such change in accordance with the Change Procedure set out in Schedule 4.

3.2 Notwithstanding any other provisions of this Agreement, where the Training Provider reasonably considers that a change to the Agreed Services is required in order to comply with any requirement of the DWP taking effect after the MFA Agreement Date including any modification of the Funding Rules the Training Provider shall be entitled by notice in writing to the Employer ('a Mandatory Change Notice') to make such changes as it may reasonably decide are necessary to comply as specified in such Mandatory Change Notice with effect from a time specified in that notice and the Employer shall pay the Training Provider such amount as the Training Provider may reasonably determine to be the

additional cost (if any) of providing the Agreed Services as so varied ('the Mandatory Additional Charge').

4 Charges, Invoicing and Payment

- 4.1 The Employer is responsible for payment of the Charges.
- 4.2 To the extent that the Charges are not actually paid by the DWP from the Apprenticeship Service Account, or the Agreed Services are not Levy Funded, the Training Provider shall be entitled to invoice the Employer for the Charges in accordance with the Payment Schedule and otherwise at any time for services rendered at any time before the end of the most recently ended month and the Employer shall pay such invoices within 30 days of receipt provided however that the Training Provider shall only be entitled to the Completion Payment once the Apprentice has taken their assessment.
- 4.3 The Charges are stated exclusive of applicable VAT.
- 4.4 The Training Provider shall promptly, on request, provide a VAT invoice to the Employer in respect of such of the Charges for the Agreed Services as are subject to VAT.
- 4.5 Without prejudice to the obligation on the Employer to pay the Charges, the Employer shall provide such assistance to the Training Provider as the Training Provider may reasonably require to obtain any payment to which it may be entitled in respect of the Agreed Services or otherwise pursuant to this agreement under the Funding Rules.
- 4.6 If and to the extent that the Training Provider receives a payment from the Levy Funding in respect of services for which the Employer has already paid the Training Provider, the Training Provider shall be entitled to apply that payment first in satisfaction of any other sum which is or may become due owing or incurred by the Employer to the Training Provider on any account and thereafter as to any balance in payment to the Employer,.
- 4.7 Without prejudice to any other rights of the Training Provider, any invoice that is not paid when due shall bear interest at the rate of 4 per cent above the base rate for the time being of Barclays Bank plc.

TRAINING PROVIDER RESPONSIBILITIES

5 Training Provider General Responsibilities

- 5.1 The Training Provider shall:
 - 5.1.1 provide the Agreed Services in all material respects in accordance with the applicable Model Framework Agreement and Good Industry Practice;
 - 5.1.2 use all reasonable endeavours to meet any performance dates specified in a Model Framework Agreement;
 - 5.1.3 specify in the Model Framework Agreement a manager ('the Services Manager'), to act on behalf of the Training Provider in all matters relating to the Agreed Services and use reasonable endeavours to ensure that the same person acts as the Services Manager for the duration of the Agreed Services; and

- 5.1.4 observe all health and safety and security requirements that apply at any of the Employer's premises that have been communicated to it under clause 9.1.5, provided that it shall not be liable under this Agreement if, as a result of such observance, it is in breach of any of its obligations under this Agreement.
- 5.3 The Training Provider shall at all times for the duration of this Agreement have and maintain the following policies (as amended from time to time):
 - 5.3.1 data and privacy policy; and
 - 5.3.2 Training Provider complaints policy.

6 Training Provider DWP Responsibilities

- 6.1 The Training Provider shall in accordance with the Funding Rules:
 - 6.1.1 prepare and distribute to the Employer and the Apprentice a Training Plan for signature by the Employer, and the Employer shall not unreasonably delay or withhold from signing that plan;
 - 6.1.2 check the eligibility of the individual Apprentice at the start of their Apprenticeship programme;
 - 6.1.3 conduct and document an initial assessment ("the Initial Assessment");
 - 6.1.4 unless the Apprentice already holds evidence of their suitable qualification in English and/or maths or the Apprentice is over 19 years of age and the Employer does not agree to include standalone English and/or maths, establish with the Employer and Apprentice whether the Apprentice will study towards a standalone English and/or maths qualification as part of their Apprenticeship and document the decision made;
 - 6.1.5 only use funds in the Employer's Apprenticeship Service Account or the Government Co-investment for those who are eligible;
 - 6.1.6 retain evidence of each Apprentice's eligibility and such other matters as the Funding Rules require, for as long as reasonably necessary;
 - 6.1.7 propose to the Employer for agreement by the Employer the volume of Off-the-job Training hours and the most appropriate timeframe and delivery model, such agreement not to be unreasonably withheld by the Employer;
 - 6.1.8 propose to the Employer for agreement by the Employer all planned Active Learning including when, where and how the training will be delivered, such agreement not to be unreasonably withheld by the Employer;
 - 6.1.9 retain evidence to support the delivery of Off-the-job Training;
 - 6.1.10 carry out a screening exercise to identify any learning difficulty or disability;
 - 6.1.11 at the start of the Apprenticeship contract if required by the Funding Rules enter into an agreement in writing with an Assessment Organisation to assess the Apprentice in accordance with those Rules;

- 6.1.12 ensure that the Apprentice receives at least the published volume of Off-the-job Training hours for the Apprenticeship Standard;
- 6.1.13 update the Training Plan with any material changes throughout the Apprenticeship as identified during progress reviews;
- 6.1.14 if the Training Provider becomes aware that the Employer has exceeded their Minimal Financial Assistance exemption, the Training Provider shall be entitled to bring this to the attention of the DWP;
- 6.1.15 without prejudice to the obligation of the Employer to pay a lawful wage under this Agreement, if the Training Provider becomes aware that the Employer has not paid or will not pay the Apprentice a lawful wage, withdraw the Apprentice from the Apprenticeship;
- 6.1.16 ensure that there is a plan for Active Learning to take place as frequently as the Funding Rules require; and
- 6.1.17 where the Apprentice wishes to change to a new version of an Apprenticeship Standard, make the Employer and Apprentice aware of the differences between the version of the apprenticeship the Apprentice is registered on, in comparison to the one they are transferring to.

7 Subcontracting by the Training Provider

- 7.1 If any subcontractor is used by the Training Provider to provide any of the Agreed Services. the Training Provider warrants that:
 - 7.1.1 it has the knowledge, skills and experience of contracting with and managing delivery subcontractors;
 - 7.1.2 it will comply with applicable procurement regulations;
 - 7.1.3 it has not assessed that subcontractor as unsuitable; or
that the quality of that subcontractor's delivery is not demonstrably inadequate;
 - 7.1.4 it will directly deliver some of the Apprenticeship training associated with each Employer's Apprenticeship programme in accordance with the Funding Rules;
 - 7.1.5 it will only use a subcontractor for the delivery of the Agreed Services if that subcontractor satisfies the criteria in the Funding Rules;
 - 7.1.6 it will not permit any subcontractor to subcontract the performance of its obligations;
 - 7.1.7 it will not enter into an agreement for brokerage contrary to the Funding Rules;
 - 7.1.8 it will comply with the subcontracting rules in the Funding Rules;
 - 7.1.9 it will declare all subcontracting arrangements as required by the Funding Rules;
 - 7.1.10 it will ensure that the Employer and any Apprentice supported through subcontracting arrangements knows about the relationship between the Training Provider and the

subcontractor, including each party's roles and responsibilities in delivering their Apprenticeship; and

- 7.1.11 it will enter into a written agreement that conforms with the requirements of the Funding Rules with the subcontractor before the subcontractor starts delivering the Agreed Services.

8 Training Provider Assurances

8.1 The Training Provider undertakes that it will not:

- 8.1.1 claim funding from any other DfE or DWP funding contrary to the Funding Rules;
- 8.1.2 commence an Apprentice's programme if there is no prospect of the Apprentice completing the programme within the amount of time available;
- 8.1.3 claim funding for individuals who do not meet the eligibility requirements set out in the Funding Rules;
- 8.1.4 claim funding from the Employer Apprenticeship Service Account other than for training or assessment in accordance with the Funding Rules;
- 8.1.5 request the Employer to contribute to the cost of any Apprenticeship contrary to the Funding Rules;
- 8.1.6 except as permitted by the Funding Rules, provide assessment to any Apprentice it has trained; or
- 8.1.7 pay an inducement or any other payment not authorised by the Funding Rules to an Employer or any other training provider or an Assessment Organisation.

8.2 The Training Provider warrants that:

- 8.2.1 Off-the-job Training will be directly relevant to the Apprenticeship Standard and otherwise will comply with the Funding Rules; and
- 8.2.2 it has robust procedures in place to ensure it does not inadvertently fund extremist organisations through the subcontracting of apprenticeship training.

EMPLOYER RESPONSIBILITIES

9 Employer General Responsibilities

9.1 The Employer shall:

- 9.1.1 co-operate with the Training Provider in all matters relating to the Agreed Services;
- 9.1.2 specify in the Model Framework Agreement a manager ("the Contract Manager") to act on behalf of the Employer in all matters relating to the Agreed Services;

- 9.1.3 at no charge, provide the Training Provider with such access to the Employer's premises, data and other facilities as the Training Provider may reasonably require;
- 9.1.4 provide the Training Provider in a timely manner and within no later than 5 Business Days with all such documents, information and materials in any form as the Training Provider may reasonably require;
- 9.1.5 inform the Training Provider of all health and safety and security requirements that apply at the Employer's premises or otherwise for the purposes of this Agreement, such requirements and policies are as set out in Schedule 6;
- 9.1.6 ensure that all the Employer's Equipment is in good working order and suitable for the purposes for which it is used or to be used;
- 9.1.7 obtain and maintain all necessary licences and consents and comply with all applicable laws as may be required to enable the Training Provider to provide the Agreed Services, the installation of the Training Provider's Equipment, the use of all Employer Materials and the use of the Employer's Equipment, in all cases before the date on which the Agreed Services are to start;
- 9.1.8 keep, maintain and insure the Training Provider's Equipment in accordance with the Training Provider's instructions from time to time and not dispose of or use the Training Provider's Equipment other than in accordance with the Training Provider's written instructions or authorisation;
- 9.1.9 make any complaint to the Training Provider only in accordance with the Training Provider's complaints policy provided pursuant to clause 5.2.2;
- 9.1.10 Where Co-investment applies, pay the Employer Co-investment to the Training Provider in equal monthly instalments on the last Business Day of each month or as the Training Provider may otherwise agree in writing and pay all Employer Co-investments in full at least one month prior to the date on which the Completion Payment is due; and
- 9.1.11 The Training Provider shall not be required to return to the Employer, in total or in part, the Employer Co-investment once such co-investment has been paid to the Training Provider except where a return of the Employer Co-investment is required due to a change of circumstances in accordance with the Funding Rules.

10 Employer Apprenticeship Responsibilities

- 10.1 The Employer shall:
 - 10.1.1 enter into an Apprenticeship Agreement that complies with the Funding Rules with each Apprentice in accordance with the Funding Rules;
 - 10.1.2 distribute to the Training Provider and to the Apprentice a copy of the signed Apprenticeship Agreement;
 - 10.1.3 at the Training Provider's request, after the Initial Assessment has been completed, attend a discussion (in person or electronically) with the Training Provider and the Apprentice to

enable all parties to understand the results and how these results will result in an informed Training Plan;

- 10.1.4 not unreasonably delay or withhold from agreeing the following matters and agreeing to evidence in such form as the Training Provider may require of having agreed them:
- (a) that an apprenticeship is the most appropriate training programme for the individual;
 - (b) that all relevant prior learning and experience has been identified and properly accounted for in the design of the Training Plan;
 - (c) that the Training Plan aligns with an approved Apprenticeship Standard, at the most appropriate level;
 - (d) that the individual's job role has a productive purpose and there is a clear and substantial link between the selected Apprenticeship Standard and the individual's duties and purpose of the kind stipulated in the Funding Rules;
 - (e) how all parties will work together to achieve the apprenticeship (i.e. roles and responsibilities of the provider, employer, and apprentice); and
 - (f) the price of the apprenticeship.
- 10.1.5 in accordance with the Funding Rules, pay each Apprentice a lawful wage and comply with the national minimum wage, and provide the Training Provider with written confirmation thereof signed by the Employer;
- 10.1.6 assist the Apprentice with their development as much as possible to the reasonable satisfaction of the Training Provider;
- 10.1.7 compensate the Training Provider for all costs and expenses reasonably incurred by the Training Provider:
- (a) if it is prevented by the Employer from attending and inspecting the Employer's premises; or
 - (b) if the Apprentice fails to keep an appointment with the Training Provider owing to any act or omission of the Employer;
- 10.1.8 where the Apprentice works fewer than 30 hours a week, or the Apprenticeship agreed is a zero-hours contract, extend the duration of the Apprenticeship as the Training Provider may require to comply with the Funding Rules and provide at such time and in such manner as the Training Provider may reasonably require, written confirmation of its agreement to such duration and that it is realistic;
- 10.1.9 promptly notify the Training Provider where there is a Break in Learning (other than a Break in Learning instigated by the Training Provider) and enter such additional agreement with the Apprentice and Training Provider and in relation to any KIT/SPLIT days such further agreement as the Training Provider may require, in each case, in accordance with the Funding Rules;

- 10.1.10 promptly notify the Training Provider where there is a change of circumstance in relation to the working hours of the Apprentice and discuss the change with the Apprentice and Training Provider in accordance with the Funding Rules;
 - 10.1.11 promptly notify the Training Provider where the Apprentice intends to move to a new version of an Apprenticeship Standard and discuss the differences and change, including appointing a new Assessment Organisation and update the Training Plan where required, with the Apprentice and the Training Provider in accordance with Funding Rules;
 - 10.1.12 allow the Apprentice to move to a new version of an Apprenticeship Standard only in accordance with the Funding Rules;
 - 10.1.13 except as set out in this Agreement or the Funding Rules, employ the Apprentice until all elements of the Apprenticeship are completed and the Apprentice has reached gateway to completion; and
 - 10.1.14 provide the Training Provider in writing with details of a separate, identifiable line manager who is undertaking the role of the Employer in accordance with the Funding Rules.
- 10.2 If a learner withdraws or is withdrawn from their apprenticeship by their employer but remains in employment, the Employer is required to pay the Training Provider the following fee commercially, and not via funds in their digital account. This fee is variable based upon the amount of time a learner has been on programme:
- 10.2.1 Learner withdraws 0-6 months from first day of learning – Employer is required to pay 50% of maximum funding band.
 - 10.2.2 Learner withdraws 7-12 months from first day of learning - Employer is required to pay 30% of maximum funding band.
 - 10.2.3 Learner withdraws 13-18 months from first day of learning - Employer is required to pay 20% of maximum funding band.
 - 10.2.4 Prior to withdrawal the Training Provider must have followed all steps outlined in its Learner Retention Policy and kept the Employer informed of lack of learner engagement and potential withdrawal.
- 10.3 If a learner goes beyond their planned end date, and therefore becomes ‘non-timely’ the Employer is required to pay the Training Provider a non-timely completion fee of £250 for each month the learner is still in learning beyond their planned end date. This fee cannot come via funds in the Employer’s digital account.
- 10.4 In accordance with the DWP Funding Rules, apprentices shall be offered the opportunity to undertake maths and/or English qualifications. Apprentices aged 16-18 at the commencement of their apprenticeship who are exempt from undertaking maths and/or English must provide evidence of a Level 2 or equivalent qualification (e.g. GCSE Grade 4/C or above) within 12 weeks of the start of their programme. Where an Apprentice fails to provide the required certificate within the 12-week period and has commenced tuition as a result of their initial assessment in maths and/or English, the Employer shall be liable for a tuition fee of £724 per qualification taken.
- 10.5 Apprentices who are undertaking assessments remotely will be given many opportunities to ensure the Apprentice’s ICT equipment meets the technical requirements specified by Highfield Awarding

Body. BMS Progress shall issue reasonable notifications and support interventions to assist Apprentices in meeting these technical requirements. Notwithstanding the foregoing where a learner fails to attend a scheduled remote assessment without prior notification and valid justification, a non-attendance fee of £50 shall be payable by the Employer.

11 Employer DWP Responsibilities

11.1 The Employer undertakes that in accordance with the Funding Rules, it shall:

- 11.1.1 promptly provide accurate and up-to-date information to the reasonable satisfaction of the Training Provider;
- 11.1.2 provide the Training Provider with all reasonable support and information it requires in relation to the Apprentice and the Apprenticeship;
- 11.1.3 at all times provide the Training Provider with up-to-date information on the Apprentice's employment status or breaks in learning;
- 11.1.4 immediately notify the Training Provider of any changes to the Apprentice's employment status;
- 11.1.5 promptly provide the Training Provider with, and promptly insert or review and approve, such information as it may reasonably require for it to obtain funds from the Employer's Apprenticeship Service Account or the Government Co-investment;
- 11.1.6 release the Apprentice for Active Learning as documented in the Training Plan and take part in or provide input into progress reviews to the reasonable satisfaction of the Training Provider;
- 11.1.7 ensure that those under 19 years old on their Start Date, unless exempt under the Funding Rules, either hold or achieve an approved Level 1 in both English and maths before they complete their Level 2 Apprenticeship, or a Level 2 in both English and maths before they complete their Level 3-6 Apprenticeship, or for foundation Apprenticeships, ensure that the learner studies towards (but for the avoidance of doubt is not required to pass) Level 1 English and maths before they complete their Level 2 Apprenticeship or study towards a Level 2 in English and maths before they complete later Levels of their Apprenticeship;
- 11.1.8 provide the Apprentice with the opportunity and support to embed and consolidate the knowledge, skills and behaviours, gained through Off-the-job Training into the workplace;
- 11.1.9 provide the Apprentice with support and supervision to carry out both their job role and the Apprenticeship including the Assessment, to the reasonable satisfaction of the Training Provider;
- 11.1.10 save as otherwise agreed with the Training Provider, ensure that the Apprentice works a minimum of 30 hours a week, including any Off-the-job Training;
- 11.1.11 permit the Apprentice to complete their Active Learning within their working hours;
- 11.1.12 extend the working hours of the Apprentice or the duration of the Apprenticeship in accordance with the Funding Rules as the Training Provider may reasonably require for

any reason including if the Training Provider determines that the Apprentice has worked below the minimum number of hours required to complete the Apprenticeship or where a part-time working pattern is needed and in that case provide the Training Provider with such evidence as it may reasonably require to show why this working pattern is needed;

- 11.1.13 when required by the Training Provider, provide in such form as the Training Provider may reasonably require, written evidence that the Apprentice has or will satisfy the requirement ('the hours requirement') to have spent at least 50% of their working hours (including hours working as a remote e or hybrid worker) in England over the duration of the Apprenticeship or that the Apprentice is exempt from the hours requirement;
- 11.1.14 ensure that the Apprentice is not already undertaking any other Apprenticeship programme or another DWP funded FE/HE programme contrary to the Funding rules;
- 11.1.15 promptly provide the Training Provider with any information it may reasonably require in relation to previous Apprenticeship training or qualifications that the Apprentice may have received;
- 11.1.16 confirm with the DWP the spending of Transferred Levy Funds;
- 11.1.17 promptly pay all sums owed to the Training Provider in relation to the Apprenticeship, including the full difference between band maximums and agreed prices, and or for any applicable Employer Co-investment;
- 11.1.18 where there is a Break in Learning due to illness, parental leave or any other reason, notify the Training Provider, and do not pause payments otherwise than with the consent of the Training Provider, such consent not to be unreasonably withheld, and extend the practical period as the Training Provider may reasonably require;
- 11.1.19 ensure that the Apprentice is prepared for the assessment process to the reasonable satisfaction of the Training Provider;
- 11.1.20 promptly confirm with the DWP the spending of funds from the Apprenticeship Service Account;
- 11.1.21 (unless the Employer is a public sector employer) complete a Minimal Financial Assistance declaration; and
- 11.1.22 release the Apprentice for Off-the-job Training (and English and maths training if required), as documented in the Training Plan;
- 11.1.23 at the end of the practical period, if the actual volume of Off-the-job Training delivered is less than the original volume planned, if the Employer is satisfied by the training delivered, sign a confirmation ('the Delivery Confirmation'), in such form as the Training Provider may reasonably require that it is so satisfied, such confirmation not to be unreasonably withheld or delayed, and use its reasonable endeavours to procure that the Apprentice signs the Delivery Confirmation; and
- 11.1.24 at the end of the programme, if the Employer agrees that the content of the Training Plan has been delivered, provide confirmation of that agreement as required by the Funding Rules, in such manner as the Training Provider may reasonably require, such agreement not to be unreasonably withheld or delayed, and use its reasonable endeavours to

procure that the Apprentice gives their agreement in such manner as the Training Provider may reasonably require that the content of the Training Plan has been delivered.

- 11.2 Unless otherwise agreed, the Employer hereby appoints the Training Provider to record the required details of the Apprenticeship with the DWP, and if otherwise agreed, the Employer shall promptly record the required details of the Apprenticeship with the DWP through the Apprenticeship Service Account.
- 11.3 The Employer warrants to the Training Provider that each Apprenticeship under this Agreement is a genuine apprenticeship within the meaning of the Funding Rules.
- 11.4 If the Employer receives Transferred Levy Funds, the Employer shall provide the Training Provider with such evidence as it may reasonably require that the Employer has completed a Minimal Financial Assistance declaration and if the Training Provider becomes aware that the Employer has exceeded its Minimal Financial Assistance exemption the Training Provider shall be free to report that fact to the DWP.
- 11.5 Where an electronic or digital signature is being held by the DWP from the Employer, the Employer undertakes to take such steps as the Training Provider may require to satisfy the DWP that the original signature has not been altered.

12 Employer Additional Apprentice Responsibilities

- 12.1 The Employer undertakes that in accordance with the Funding Rules, it shall not:
 - 12.1.1 require Apprentices (including former Apprentices) to make financial contributions towards the cost of the Apprenticeship programme, on programme or assessment (including in relation to their former Apprenticeship programme);
 - 12.1.2 require the Training Provider to seek Additional Funding in relation to Learning Support if in the Training Provider's reasonable opinion the Additional Funding is being used or would be used to support the Apprentice with everyday difficulties not directly related to the Apprenticeship, or to address gaps in the Apprentice's prior knowledge, skills or behaviours that are relevant to the Apprenticeship, or where the Training Provider would incur no cost for putting in place reasonable adjustments for the Apprentice, or where reasonable adjustments are not required to be provided to the Apprentice;
- 12.2 If the Employer receives Transferred Levy Funds:
 - 12.2.1 the Employer shall follow the Funding Rules for employers (as amended from time to time) for all Apprenticeships funded by a transfer;
 - 12.2.2 the Employer shall pay the Training Provider the Employer Co-investment if the full cost of the Apprenticeship cannot be met by the Transferred Levy Funds or from the Employer's Apprenticeship Service Account;
 - 12.2.3 the Employer warrants that it has arranged the transfer to fund the Apprenticeship from the outset; and

- 12.2.4 the Employer agrees, in accordance with Schedule 2 paragraph 5, that the Training Provider shall not be liable to the Employer if the Training Provider is unable to transfer funds as a result of any act or omissions of the Employer.

13 Employer Training Provider Responsibilities

- 13.1 The Employer shall observe and perform any Apprenticeship Agreement for Employers entered into between the Employer and the DWP that applies to any Apprenticeship under this Agreement.
- 13.2 Without prejudice to clause 16.1 the Employer shall:
- 13.2.1 promptly and whenever reasonably required by the Training Provider, provide such information as the DWP may require to pay the Charges out of the Apprenticeship Service Account; and
- 13.2.2 authorise and direct the DWP to make payments to the Training Provider for the Agreed Services and the assessment by the Assessment Organisation,
- in each case to the extent permissible under the Funding Rules.
- 13.3 If the Employer receives Transferred Levy Funds, the Employer shall notify the Training Provider which Apprenticeships are funded by the Transferred Levy Funds before the Apprenticeship starts.
- 13.4 The Employer shall not agree to a commitment on the Apprenticeship Service where the Apprenticeship would be eligible for support for small employers. Funding for these Apprenticeships must be claimed as set out in the "support for small employers" section of the Funding Rules.
- 13.5 The Employer shall not be entitled to stop or suspend payments by the to the Training Provider unless one of the Termination Conditions applies.
- 13.6 The Employer shall indemnify the Training Provider against all loss, damages, costs, claims and expenses suffered or incurred by the Training Provider as a result of:
- 13.6.1 the Employer failing to disclose any information to the Training Provider that was reasonably required by the Training Provider, including but not limited to:
- (a) where a Training Provider is unable to claim Additional Funding due to the employer's failure to provide sufficient information within a reasonable period of time;
- (b) any change of circumstance relating to the Employer, its Apprenticeship Service Account or the Apprentice;
- 13.6.2 any action which the DWP may take if the Employer's recruitment practice is detrimental either to the Apprentice or the apprenticeship brand;
- 13.6.3 as a result of the DWP taking action to recover funding from the Training Provider owing to any breach of the Funding Rules by the Employer or any breach of this Agreement by the Employer which results in a breach of or failure to comply with the Funding Rules.
- 13.7 The Employer shall not require the programme of any Apprentice to start earlier than the last Friday in June of the academic year (September to August) in which they have their 16th birthday.

MUTUAL DWP RESPONSIBILITIES

14 Positive Obligations

- 14.1 If the Agreed Services are Levy Funded, each of the Training Provider and the Employer undertakes with the other that it shall, in accordance with the Funding Rules:
- 14.1.1 enter into a written Apprenticeship Agreement and Training Plan in relation to each Apprentice at the start of and for the entire length of the Apprenticeship (including assessment if applicable) except where the Apprentice is completing an Alternative English Apprenticeship;
 - 14.1.2 provide and keep up to date such evidence as the Training Provider may reasonably require to show that the Apprentice is included in the PAYE scheme declared in the Apprenticeship Service Account and promptly and accurately reply to any request by the DWP to provide evidence about the PAYE scheme that apprentices are declared on in the Apprenticeship Service Account;
 - 14.1.3 agree that the Training Plan has been delivered and agree the time when the Apprentice has achieved the knowledge, skills and behaviours set out in the Apprenticeship Standard applicable to the Apprenticeship of that Apprentice such agreement not to be unreasonably delayed or withheld;
 - 14.1.4 hold regular progress review meetings (a 'progress meeting') with the Apprentice, the Employer and the Training Provider at least once every 3 calendar months (calculated in accordance with the Funding Rules) or if there is an evidenced delivery reason that the progress meeting cannot be held every 3 calendar months, at such alternative frequency (being at least once every 6 months) as the Training Provider and the Employer may agree in advance of the Apprenticeship starting (such agreement not to be unreasonably withheld) to review the matters required to be included in the Training Plan, and if the Employer is unable to attend the progress meeting the Training Provider shall give the Employer a reasonable opportunity to contribute to such review and in any event shall send to the Employer a summary of the meeting containing such information as the Training Provider shall consider appropriate (including at the discretion of the Training Provider that the Employer was given the opportunity to contribute) after such progress meeting which the Employer shall review and sign, and use its reasonable endeavours to procure the Apprentice to sign;
 - 14.1.5 take the Apprentice's prior learning into account when agreeing the Charges, and where applicable, reduce the Charges; and
 - 14.1.6 include the contact details and website for the Training Provider on the written agreement with the Apprentice and on the Training Plan.
- 14.2 Without prejudice to any of the other provisions of this agreement, each of the Employer and the Training Provider undertakes with the other to observe and perform the obligations of an Employer and a Training Provider, respectively, under the Funding Rules.

15 Negative obligations

- 15.1 If the Agreed Services are Levy Funded, each of the Training Provider and the Employer undertakes to the other that in accordance with the Funding Rules, it shall not use funds in the Employer's Apprenticeship Service Account or Government Co-investment directly for Ineligible Costs.

16 Change of circumstances

- 16.1 Where training and/or assessment is no longer being delivered owing to a change in circumstance, the Employer shall pay:
- 16.1.1 the cost of the Charges for the training and any assessment delivered up to and including to the termination date; and
 - 16.1.2 any applicable co-investment due for any training or assessment already delivered as reasonably determined by the Training Provider, and if the Training Provider determines that there has been an over-payment of Charges by the Employer, the Training Provider shall repay to the Employer the amount of the over-payment.
- 16.2 For the purposes of this clause, if an Apprentice leaves without completing their apprenticeship, the termination date shall be the last date of learning in accordance with the Funding Rules.
- 16.3 The Employer shall notify the Training Provider where an Apprentice is dismissed by reason of redundancy.

17 General Terms and Conditions

- 17.1 The general terms and conditions set out in Schedule 2 shall apply.

This Agreement has been entered into as a deed and delivered on the date stated at the beginning of it.

Schedule 1

Definitions and Interpretations

1.1 The definitions and rules of interpretation set out below shall apply in this Agreement.

Active Learning	means active learning as defined in the Funding Rules;
Additional Funding	means either funding for Apprentices in need of Functional Skills or Learning Support;
Agreed Services	means the Training Services and any other services to be provided by the Training Provider pursuant to clause 2, including unless the context otherwise requires services which are incidental or ancillary to the Training Services and 'the Agreed Services' shall mean all Agreed Services agreed pursuant to every Model Framework Agreement under this agreement as varied by any applicable Change Note or Mandatory Change Notice;
Alternative English Apprenticeship	means an Apprenticeship where the Apprentice has been made redundant and on the day of dismissal is within six months of the final day of their Apprenticeship practical period or has completed at least 75% of the Apprenticeship practical period; or an Apprenticeship for particular office holders namely constables of English police forces and ministers or trainee ministers of religious denominations;
APAR	means the DWP Apprenticeship Provider and Assessment Register;
Apprentice	means an individual employed by the Employer or by a connected company or charity as permitted by the Funding Rules under an Apprenticeship Agreement who is an Apprentice under the Funding Rules and in relation to whom the Training Provider is to provide any of the Agreed Services;
Apprenticeship	means the training and employment of an Apprentice in accordance with the Funding Rules;
Apprenticeship Agreement	means a written contract of employment between the Apprentice and the Employer setting out the matters required to be stated in an apprenticeship agreement under the Funding Rules;
Apprenticeship Standard	means a standard published by the Secretary of State, more particularly described in the Funding Rules;
Apprenticeship Service Account	means the Employer's apprenticeship service account under the Funding Rules;
Assessment Organisation	means an approved assessment organisation on the APAR, or an approved assessment organisation by the Office of Qualifications and Examinations Regulation or Office for Students;
Awarding Organisation	means the approved qualification-awarding organisation for the applicable Apprenticeship;

Break in Learning	means break in learning as defined in the Funding Rules;
Business Day	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Business Hours	means the period from 9.00am to 5.00pm on any Business Day;
Change Note	means a Change Note pursuant to clause 3 and Schedule 4;
Charges	means the charges specified in a Model Framework Agreement for the Agreed Services, together with any Mandatory Additional Charge;
Commencement Date	means the date of this Agreement;
Control	shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly;
Completion Payment	means the payment for the 20% of the Charges for each Apprenticeship that, under the Funding Rules, is only paid once an Apprentice completes the Apprenticeship, including, as the case may be, Apprenticeships funded by Transferred Levy Funds;
Confidential Information	means any information that a Party has or acquires before, on or after the date of this Agreement that is confidential in nature concerning the other Party including, without limitation, its business, affairs, customers, clients, suppliers, plans or strategy or that of any member of the group of companies to which the other Party belongs;
DfE	means the Department for Education;
Data Protection Law	means the UK GDPR as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018, and any national laws or regulations implementing or constituting a replacement or successor data protection regime to that governed by UK GDPR (including the Data Protection Act 2018);
DWP	means the Department for Work and Pensions;
Employer Co-investment	means, where co-investment applies to the Apprenticeship of any Apprentice, the amount to be contributed by the Employer to the cost of training and assessing that Apprentice;
Employer's Equipment	means any equipment, including tools, systems, cabling or facilities, provided by the Employer, its agents, subcontractors or consultants, which is used directly or indirectly in the supply of the Agreed Services, including any such items specified in a Model Framework Agreement;
Employer Materials	means all documents, information, items and materials in any form, whether owned by the Employer or a third party, which are provided by the Employer to the Training Provider in connection with the Agreed Services, including the items provided pursuant to clause 9;

Force Majeure Event	means any circumstance not within a Party's reasonable control, including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) terrorist attack, civil commotion or riots, war, threat of or preparation for war; (c) nuclear, chemical or biological contamination; (d) any law or any action taken by a government or public authority; (e) collapse of buildings, fire, explosion or accident; (f) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the Party seeking to rely on this clause, or companies in the same group as that Party); (g) non-performance by suppliers or subcontractors (other than by companies in the same group as the Party seeking to rely on this clause); and (h) interruption or failure of utility service;
Funding Rules	means the DWP's funding rules as contained in: <i>Apprenticeship funding rules August 2026 to July 2027, dated July 2026</i> , as amended from time to time;
Functional Skills	means Functional Skills for the purposes of the Funding Rules;
Good Industry Practice	means standards, practice methods and procedures conforming to applicable legal requirements and that degree of care and skill diligence and prudence which would be reasonably expected of an experienced person engaged in providing services similar in nature to the Training Services in a similar type and size of undertaking and under the same or similar circumstances as anticipated by this Agreement;
Government Co-investment	means, where co-investment applies to the Apprenticeship of any Apprentice, the amount to be contributed by the government to the cost of training and assessing that Apprentice;
Ineligible Costs	means ineligible costs as specified in the Funding Rules and any other costs that are not eligible costs as so specified;
ILR	means the individualised learner record which the Training Provider submits to the DWP in relation to the Apprentice;
Intellectual Property Rights (IPRs)	means patents, rights to inventions, copyright and moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade

	secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Learning Support	means support available for Apprentices with learning difficulties or disabilities;
Levy Funded	means intended by the Employer to be funded in whole or in part with Levy Funding;
Levy Funding	means funding provided by the DWP through either the Employer's Apprenticeship Service Account with the Apprenticeship Service, or through Government Co-investment;
Mandatory Additional Charge	shall have the meaning given in clause 3.2;
Mandatory Change Notice	shall have the meaning given in clause 3.2;
Mandatory Policies	means the Employer's business policies listed in Schedule 6, as amended by notice to the Training Provider from time to time;
Off-the-job Training	means off-the-job training as defined in the Funding Rules;
Payment Schedule	means the schedule for payment agreed between the Parties as stated at Schedule 9;
Recruit an Apprentice Service	means the government provided service which allows training providers to post and manage apprenticeship vacancies on behalf of employers eligible to make use of the service;
Model Framework Agreement	means a Model Framework Agreement made in accordance with clause 5;
MFA Agreement Date	means the date which is the MFA Agreement Date pursuant to clause 5.5;
Start Date	means the start date stated in the ILR;
Termination Conditions	means the conditions specified in Schedule 2 paragraphs 6.1.1, 6.1.2 and 6.1.3;
Training Provider's Equipment	means any equipment, including tools, systems, cabling or facilities, provided by the Training Provider to the Employer and used directly or indirectly in the supply of the Agreed Services, including any such items specified in a Model Framework Agreement but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Employer;
Training Materials	means all documents, information, items and materials in any form, whether owned by the Training Provider or a third party, which are used by the Training Provider in connection with the Agreed Services;

Training Plan	means in relation to each Apprentice a plan agreed between the Employer, the Training Provider and the Apprentice setting out how the Apprentice will develop the skills required under the Apprenticeship Standard in such form as the Training Provider may specify to comply with the Funding Rules;
Training Services	means the services set out in Schedule 8;
Transferred Levy Funds	means Levy Funding transferred from one employer to another employer as permitted under the Funding Rules; and
VAT	means value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 1.8 This Agreement shall be binding on, and ensure to the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to writing or written includes email, but not fax.
- 1.12 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this Agreement, and references to paragraphs are to paragraphs of the relevant Schedule.

- 1.15 Any words following the terms including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 Words or phrases defined in the Funding Rules shall have the same meaning in this document.
- 1.17 A reference to a Rule is a reference to a rule of the Funding Rules.
- 1.18 The provisions of this Agreement shall be construed consistently with the Funding Rules.

Schedule 2

General Terms and Conditions

1 Intellectual Property Rights

- 1.1 In this paragraph 1 'its Materials' means in relation to the Training Provider the Training Materials and in relation to the Employer the Employer Materials.
- 1.2 Each Party (or its licensors, as applicable) shall retain ownership of all IPRs in its Materials.
- 1.3 Each Party hereby grants to the other a non-exclusive, non-transferable, royalty-free licence to use its Materials to the extent reasonably necessary for the Training Provider to provide the Agreed Services.
- 1.4 Each Party:
 - 1.4.1 warrants that the receipt and use in the performance of this Agreement by the other, its agents, subcontractors or consultants of its Materials will not infringe the rights, including any Intellectual Property Rights, of any third party; and
 - 1.4.2 shall keep the other indemnified against all damages, costs, claims and expenses suffered or incurred by it as a result of any actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Agreement of its Materials.

2 Data Protection and Data Processing

- 2.1 The Parties shall comply with the Data Protection Wording set out at Schedule 3.

3 Confidentiality

- 3.1 Each Party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination of this Agreement, disclose to any person any Confidential Information of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by paragraphs 3.2 and 3.3.
- 3.2 Each Party may disclose the other Party's Confidential Information:
 - 3.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement provided that such Party shall procure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this paragraph 3; and
 - 3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

3.3 Each Party may disclose the other Party's Confidential Information if, to the extent to which either Party can prove to the other's reasonable satisfaction that the Confidential Information:

- 3.3.1 is, or has become, generally available to the public other than as a direct or indirect result of the information being disclosed by a Party or its representatives in breach of this Agreement;
- 3.3.2 was available on a non-confidential basis to a Party prior to disclosure to it by the other Party;
- 3.3.3 is developed by or for a Party independently of the information disclosed by the other Party; or
- 3.3.4 the Parties agree in writing that the information is not confidential.

4 **Anti-bribery and anti-corruption**

4.1 Each party undertakes that it shall:

- 4.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010; and
- 4.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

5 **Limitation of Liability**

5.1 Nothing in this Agreement shall limit or exclude either Party's liability for:

- 5.1.1 death or personal injury caused by its negligence;
- 5.1.2 fraud or fraudulent misrepresentation; or
- 5.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

5.2 Subject to paragraph 5.1, the Training Provider shall not be liable to the Employer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- 5.2.1 loss of profits; sales or business; anticipated savings; goodwill;
- 5.2.2 loss of use or corruption of software, data or information; or
- 5.2.3 any indirect or consequential loss.

5.3 Subject to paragraph 5.1, the Training Provider's total liability to the Employer, whether in contract, tort (including negligence), for breach of statutory duty, misrepresentation or otherwise, arising under or in connection with the performance or contemplated performance of this Agreement shall be

limited to the total Charges paid during the 12 months immediately preceding the date on which the claim arose.

- 5.4 The terms implied by sections 3, 4 and 13 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

6 Termination

- 6.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement in its entirety or only in relation to the Agreed Services agreed pursuant to any Model Framework Agreement with immediate effect by giving written notice to the other Party if:

6.1.1 the other Party commits a material breach of any term of this Agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

6.1.2 the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

6.1.3 the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.

- 6.2 Without affecting any other right or remedy available to it, the Training Provider may terminate this Agreement with immediate effect by giving written notice to the Employer if:

6.2.1 the Employer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or

6.2.2 there is a change of Control of the Employer.

7 Consequences of Termination

- 7.1 On termination or expiry of this Agreement:

7.1.1 unless expressly stated otherwise in the termination notice, this Agreement shall continue in relation to any uncompleted Agreed Services agreed pursuant to every Model Framework Agreement until those services are completed, provided that the Training Provider shall be entitled to cease to perform these Agreed Services on notice in writing;

7.1.2 the Employer shall immediately pay to the Training Provider all Charges due in respect of the Agreed Services or otherwise, and whether or not the Training Provider is entitled to be paid any of those charges out of the Levy Funding;

7.1.3 the Employer shall promptly return all of the Training Provider's Equipment, and if the Employer fails to do so, the Training Provider may enter the Employer's premises and take possession of the Training Provider's Equipment;

- 7.1.4 until the Training Provider's Equipment has been returned or repossessed, the Employer shall be solely responsible for its safekeeping; and
 - 7.1.5 the Training Provider shall, on request, return any of the Employer Materials not used up in the provision of the Agreed Services.
- 7.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 8 Employer Delay and Force Majeure**
 - 8.1 If a Party ('the Affected Party') is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. Without prejudice to paragraph 8.3 the time for performance of such obligations shall be extended while the effects of Force Majeure Event prevails.
 - 8.2 The corresponding obligations of the other Party shall be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
 - 8.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 3 months, the Party not affected by the Force Majeure Event may terminate this Agreement by giving 1 month's written notice to the Affected Party and paragraph 7 shall apply.
 - 8.4 Notwithstanding the other provisions of this paragraph 8.4 if the Training Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Employer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, the Training Provider shall be allowed an extension of time to perform its obligations equal to the delay caused by the Employer or further if reasonably required by the Training Provider.
- 9 Assignment and Other Dealings**
 - 9.1 Subject to paragraph 9.2, neither Party may assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the consent of the other Party.
 - 9.2 The Training Provider may in accordance with the other provisions of this Agreement subcontract performance of the Agreed Services to any subcontractor with the consent of the Employer such consent not to be unreasonably withheld and provided for the avoidance of doubt that the Training Provider shall remain responsible for performance of the Agreed Services by that subcontractor and if the Apprenticeship is Levy Funded the Training Provider shall remain responsible for complying with its responsibilities under this agreement.
 - 9.3 If any subcontractor undergoes a change of circumstances that affects its ability to continue to deliver any of the Agreed Services, the Training Provider shall be entitled to make such alternative delivery arrangements for each affected Apprentice as it may reasonably decide.

10 Variation

Subject to clause 6, no variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

11 Waiver

11.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

11.2 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12 Severance

If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13 Entire Agreement

13.1 This Agreement constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

14 Partnership and Agency

14.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between either of the Parties, constitute either Party the agent of the other, or save as otherwise expressly provided authorise either Party to make or enter into any commitments for or on behalf of the other.

14.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

14.3 For the purpose of obtaining any payment to which the Training Provider may be entitled in respect of the Agreed Services or otherwise pursuant to this Agreement under the Funding Rules and by way of security the Employer hereby irrevocably appoints the Training Provider to be its attorney in its name and on its behalf to do anything necessary or desirable to obtain such payment.

15 Third Party Rights

No one other than a Party their successors, and permitted assignees, shall have any right to enforce any of its terms.

16 Notices

- 16.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class recorded or other next Business Day signed for delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 16.2 Any notice shall be deemed to have been received: on the signature of a delivery receipt.
- 16.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17 Counterparts

- 17.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 17.2 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

18 Disputes

If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it, the Parties shall follow the procedure set out in Schedule 5.

19 Governing Law and Jurisdiction

- 19.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 19.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Schedule 3

Data Protection Wording

- 1 The definitions set out at Schedule 1 of this Agreement shall apply to this Schedule 3. In addition, the following definitions shall also apply:

Agreed Purposes: means the purposes set out in parts A and B of Appendix 1 to this Schedule and such other purpose as the Parties may agree in writing from time to time.

Apprentice Personal Data: means Personal Data about apprentices of the Employer;

Data Controller: means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union or Member State law, the Data Controller or the specific criteria for its nomination may be provided for by Union or Member State law;

Data Discloser: a Party that discloses Personal Data to the other under or in connection with this Agreement.

Data Processor: means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller;

Data Receiver: a Party that receives Personal Data from the other under or in connection with this Agreement.

Data Subject: means an identified or identifiable natural person about whom Personal Data is processed; an identifiable natural person is one who can be identified, directly or indirectly, by reference to the Personal Data;

Personal Data: means information relating to a Data Subject such as a name, an identification number, location data, online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person, including opinions about a Data Subject.

Processing: means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

Special Category Personal Data: Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; genetic or biometric data processed for the purpose of uniquely identifying a natural person; data concerning health or data concerning a natural person's sex life or sexual orientation;

Shared Personal Data: the Personal Data to be shared between the parties for the Agreed Purpose, including the Apprentice Personal Data and the Staff Personal Data and such other Personal Data as agreed from time to time between the parties for the purpose of giving effect to this Agreement.

Staff Personal Data: Personal Data about the employees, consultants, agents and others engaged by one of the parties.

- 2 This Schedule sets out the framework for the sharing of Personal Data between the Parties as Data Controllers.
- 3 Each Party agrees to only process Shared Personal Data for the Agreed Purposes and such other purpose as the Data Subjects may consent to from time to time.
- 4 Each Party shall comply with all applicable requirements of the Data Protection Law with respect to its Processing of the Shared Personal Data.
- 5 Each party agrees to only Process the Shared Personal Data for the Agreed Purpose on the terms set out in this Agreement. This clause is in addition to, and does not relieve, remove or replace a Party's obligations under the Data Protection Law.
- 6 The Data Discloser shall, in respect of Shared Personal Data, ensure that its privacy notices are clear and shall provide sufficient information to the Data Subjects for them to understand what of their Personal Data the Data Discloser is sharing with the Data Receiver, the circumstances in which it will be shared, the purposes for the data sharing and the identity of the Data Receiver.
- 7 The Data Receiver undertakes to inform the Data Subjects of the purposes for which it will Process their Personal Data and provide all of the information that it must provide in accordance with Data Protection Law, to ensure that the Data Subjects understand how their Personal Data will be Processed by the Data Receiver.
- 8 The Training Provider may, at its sole discretion, request that the Employer provide evidence in a form acceptable to the Training Provider of the Employer's compliance with Data Protection Law.
- 9 The Data Receiver shall not engage a third-party Data Processor to Process the Shared Personal Data without the prior written consent of the Data Discloser, provided that the Training Provider may appoint a Permitted Data Processor without requiring further consent from the Employer.
- 10 Where the Data Receiver ('the Data Controller' for the purpose of paragraphs 9 and 10) appoints a third party as Data Processor for the purpose of Processing Shared Personal Data it shall ensure that the Data Processor has in place appropriate technical and organisational measures to meet the requirements of Data Protection Law and protect Data Subject rights.
- 11 The Data Controller shall enter into a written agreement which provides that the Data Processor shall Process Shared Personal Data only in accordance with the following:
 - 11.1 the Data Processor shall only Process the Shared Personal Data on documented instructions from the Data Controller, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by applicable law to which the Data Processor is subject; in such a case, the Data Processor shall inform the Data Controller of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;
 - 11.2 the Data Processor shall ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

- 11.3 taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Data Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:
- 11.3.1 the pseudonymisation and encryption of Personal Data;
 - 11.3.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 11.3.3 the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
 - 11.3.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing;
 - 11.3.5 any specific measures set out in Appendix 1 to this Schedule 3;
- 11.4 with reference to paragraph 11.3.4, in assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed;
- 11.5 in the event of an actual or suspected Personal Data breach involving the Shared Personal Data, the Data Controller shall take overall responsibility for any Personal Data breach obligations under Data Protection Law. The Data Processor shall conform to the reasonable requirements of the Data Controller in respect of Personal Data breach notification requirements under Data Protection Law, including:
- 11.5.1 notifying the Data Controller without undue delay, and not later than 48 hours after having become aware of the Personal Data breach, to enable the Data Controller to fulfil its notification requirements to the ICO; and
 - 11.5.2 the notification described in paragraph 11.5.1 shall at least:
 - (a) describe the nature of the Personal Data breach, including where possible: the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
 - (b) communicate the name and details of the data protection officer or other contact point where more information can be obtained;
 - (c) describe the likely consequences of the Personal Data breach; and
 - (d) describe the measures taken or proposed to be taken to address the Personal Data breach, including, measures to mitigate its possible adverse effects;
- 11.6 each party shall be responsible for any obligation it has with regards to the rights of Data Subjects, save that if a Data Subject exercises, or purports to exercise any of their rights under Data Protection Law in respect of Personal Data then:

- 11.6.1 the Data Processor shall inform the Data Controller and the Data Controller may, at its discretion, provide any response to the Data Subject having regard to both the Data Controller's and the Data Processor's obligations under Data Protection Law;
 - 11.6.2 the Data Processor shall not respond to the Data Subject unless instructed to do so by the Data Controller; and
 - 11.6.3 the Data Processor shall promptly provide all information in its possession or control that the Data Controller requires in order to respond to the Data Subject;
- 11.7 where the Data Controller seeks to implement a new type of Processing activity under this Agreement, in particular where the Data Controller is making use of new technologies, the Data Processor shall either:
- 11.7.1 carry out a data protection impact assessment (**DPIA**) assessing the impact of the envisaged Processing activity on the protection of Personal Data; or
 - 11.7.2 provide the Data Controller with all such cooperation and reasonable assistance as required to enable the Data Controller to carry out the DPIA and implement measures to mitigate the risks to Personal Data and the rights and freedoms of the Data Subjects; and
- where the results of the DPIA indicate that the Processing activity will result in a high risk to the rights and freedoms of natural persons, the Data Processor shall assist the Data Controller in notifying the Processing activity to the Information Commissioner's Office (**ICO**) and implementing the agreed measures, prior to the commencement of the new Processing activity.
- 11.8 the Data Controller and Data Processor shall take steps to ensure that any natural person acting under the authority of the Data Controller or the Data Processor who has access to Personal Data does not Process them except on instructions from the Data Controller, unless he or she is required to do so by applicable law;
 - 11.9 the Data Processor shall not engage another Data Processor without first informing the Data Controller of any intended changes concerning the addition or replacement of other Data Processors, thereby giving the Data Controller the opportunity to object to such changes;
 - 11.10 where a Data Processor engages another Data Processor for carrying out specific Processing activities on behalf of the Data Controller, the same data protection obligations as set out in this Agreement shall be imposed on that other Data Processor by way of a contract or other legal act under applicable law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of Data Protection Law. Where that other Data Processor fails to fulfil its data protection obligations, the initial Data Processor shall remain fully liable to the Data Controller for the performance of that other Data Processor's obligations;
 - 11.11 taking into account the nature of the Processing, the Data Processor shall assist the Data Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the Data Subject's rights laid down in Data Protection Law;

- 11.12 at the choice of the Data Controller, the Data Processor shall delete or return all the Personal Data to the Data Controller after the end of the provision of the Agreed Services relating to Processing, and delete existing copies unless applicable law requires storage of the Personal Data;
- 11.13 the Data Processor shall make available to the Data Controller all information necessary to demonstrate compliance with the obligations laid down under Data Protection Law and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller; and
- 11.14 with regard to paragraph 11.11, the Data Processor shall immediately inform the Data Controller if, in its opinion, an instruction infringes Data Protection Law.
- 12 Where either Party is acting as a Data Processor on behalf of the other Party, the provisions of paragraph 10 shall apply directly between the Parties.

Data Processing Particulars

Part A. Processing by the Training Provider

Scope:	Processing of Personal Data by the Training Provider under the terms of this Agreement, whereby the Training Provider provides a programme of academic learning for apprenticeships to Apprentices of the Employer.
Nature:	1. The collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Apprentice Personal Data in connection with the Training Provider providing a programme of academic learning for apprenticeships, 2. The collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Employer Staff Personal Data in connection with the Training Provider providing a programme of academic learning for apprenticeships to the Employer's apprentices
Purpose:	The provision by the Training Provider of a programme of academic learning for apprenticeships to the Employer's apprentices Communication between the Training Provider and the Employer in relation to the provision by the Training Provider of a programme of academic learning for apprenticeships to the Employer's apprentices
Period for which Shared Personal Data will be retained:	Apprentice Personal Data (other than the Training Records) until six years after the Apprenticeship end date, or until the Agreement terminates, whichever is earlier. Employer's Staff Personal Data- for the period of time for which the information is required to facilitate the running of the Apprenticeship or until

	this Agreement terminates (whichever is earlier), and for [6 months] thereafter.
Types of Personal Data:	Name, address, date of birth, email address, telephone number, health details, academic results and emergency contact details
Categories of Data Subject:	• Apprentices of the Employer. • Staff of the Employer. • Staff of the Training Provider.
Permitted Data Processors	• Any person providing the Training Services on behalf of the Training Provider; • IT service providers (for the purpose of hosting, supporting or maintaining the Training Provider's IT systems, including any back-up and disaster recovery systems) • Assessors

Part B. Processing by Employer

Scope:	<i>Processing of Personal Data by the Employer under the terms of this Agreement, whereby the Training Provider provides a programme of academic learning for apprenticeships to Apprentices of the Employer.</i>
Nature:	<i>1. The collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission or otherwise making available, alignment or combination, restriction, erasure or destruction of Apprentice Personal Data in connection with employment and the delivery of work-based learning as part of the apprenticeship.</i> <i>2. The collection, use, and limited disclosure of Training Provider Staff Personal Data for the purposes of coordinating apprenticeship delivery, communication, and quality assurance.</i>
Purpose:	<i>• To manage the employment and support of Apprentices.</i> <i>• To coordinate with the Training Provider on the delivery of the apprenticeship, including learning progress, attendance, assessments, and support needs.</i> <i>• To meet legal and regulatory obligations, including health and safety, safeguarding, and reporting to funding or regulatory bodies.</i> <i>• To communicate with the Training Provider in relation to the apprenticeship programme</i>
Period for which Personal Data will be retained:	<i>Apprentice Personal Data (including employment and work-based learning records) will be retained for the duration of the apprenticeship and for a further 6 months thereafter, in accordance with employment and funding record retention requirements.</i> <i>Training Provider Staff Personal Data will be retained for the duration of this Agreement and for 6 months thereafter.</i>

Types of Personal Data:	<i>Apprentice Personal Data: full name, date of birth, address, contact details, National Insurance number, employment records, attendance records, progress reports, health and safety information, safeguarding data, academic progress information shared by the Training Provider.</i> <i>Training Provider Staff Data: name, role, professional contact information, communications related to the apprenticeship.</i>
Categories of Data Subject:	• <i>Apprentices employed by the Employer.</i> • <i>Staff of the Training Provider with whom the Employer interacts in relation to the apprenticeship programme.</i> • <i>Staff of the Employer involved in apprenticeship coordination and delivery.</i>
Permitted Data Processors	• <i>Payroll and HR system providers (for Apprentice employment records)</i> • <i>Internal IT support or third-party IT service providers supporting the Employer's systems</i> • <i>Government agencies or regulatory bodies (e.g., DWP, Ofsted) where required by law</i> • <i>Occupational health providers or safeguarding professionals, where necessary</i>

Schedule 4

Change Procedure

- 1 Any discussions which may take place between the Employer and the Training Provider in connection with a possible change shall be without prejudice to the rights of either Party.
- 2 A request to amend this Agreement or the Agreed Services by either Party shall be made in writing to the other in the form of a note ('a Proposed Change Note').
- 3 Each Proposed Change Note shall state:
 - 3.1 the name of the Party requesting the change;
 - 3.2 the date of the request;
 - 3.3 the reason for the change;
 - 3.4 full details of the change;
 - 3.5 the price, if any, of the change;
 - 3.6 the likely impact of the change on other aspects of this Agreement including:
 - 3.6.1 the timetable for the provision of the Agreed Services;
 - 3.6.2 the effect on the Charges;
 - 3.6.3 the training to be provided;
 - 3.6.4 the use of subcontractors;
 - 3.6.5 working arrangements;
 - 3.6.6 other contractual issues; and
 - 3.7 a timetable for implementation of the change.
- 4 The Training Provider and the Employer shall negotiate each Proposed Change Note in good faith and without any obligation on either Party to agree, and both Parties shall sign the Proposed Change Note once it is agreed.
- 5 A Proposed Change Note, when signed by the Employer and the Training Provider, shall thereupon become a Change Note and shall constitute an amendment to this Agreement.

Schedule 5

Dispute Resolution Procedure

- 1 Either Party may give to the other written notice ('a Dispute Notice'), setting out the nature and particulars of the disputed matter ('the Dispute') together with relevant supporting documents.
- 2 On service of a Dispute Notice, the Contract Manager and the Training Manager (together 'the Managers') shall attempt in good faith to resolve the dispute.
- 3 If the Managers are unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the chief executive officer of the Employer and chief executive officer of the Training Provider (together 'the chief executive officers') who shall attempt in good faith to resolve it.
- 4 If the chief executive officers are unable to resolve the Dispute within 30 days of it being referred to them, the Parties shall attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 5 Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR.
- 5.1 to initiate the mediation, a Party shall serve notice in writing ('an ADR notice') to the other Party to the Dispute, requesting a mediation;
- 5.2 a copy of the ADR notice should be sent to CEDR; and
- 5.3 the mediation will start not later than 30 days after the date of the ADR notice.
- 6 If the Dispute is not resolved within 90 days after service of the ADR notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the said period of 90 days, or the mediation terminates before the expiration of the said period of 90 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 19.
- 7 The commencement of mediation shall not prevent the Parties from commencing or continuing court proceedings in relation to the Dispute at any time.

Schedule 6

Mandatory Policies

The Mandatory Policies are:

- Employer's Health and Safety Policy.
- Data and Privacy Policy;
- Equality, Diversity and Inclusion Policy;
- Harassment and Bullying Policy;
- Prevent Policy;
- Complaints Policy;
- Safeguarding and Wellbeing Policy; and
- Whistleblowing Policy.

Schedule 7

Apprenticeship Programme Confirmation

Employer Confirmation for the provision of Apprenticeship Services

1. BMS Progress LLP (the “Training Provider”) is a provider of Apprenticeship Programmes
2. The Employer wishes to engage the services of the Training Provider in the provision and training of the Apprentice(s) pursuant and subject to the terms and conditions outlined at <https://www.bmsprogress.com>.
3. The Employer, the Apprentice and the Training Provider will work to jointly agree an apprenticeship Individual Learning Plan (“ILP”) or Training Plan for each Apprentice to be employed by the Employer.
4. The Training Provider and the Employer are committed to working together to ensure the effective completion of the Apprenticeship Programme.
5. This Apprenticeship Programme Confirmation should be completed for each individual apprentice or cohort of apprentices undertaking an Apprenticeship Programme

Details of Apprentices and Programmes

Please complete one table per programme, adding the names of all the apprentices within the cohort

Apprenticeship programme name:		
Start date:		
End date (incl Assessment):		
Main place of work <i>Please tick to confirm that for all apprentices listed below their main place of employment (workplace) is within England</i>	Yes: main place of work is in England	
	No: main place of work is outside of England	
How is the employer funding the apprenticeship <i>(please tick)</i>	a) Levy	
	b) Co-investment: Non-levy payer reserving funding through ‘The Apprenticeship service’	
If a) above is another levy paying employer paying for these apprenticeships via a levy transfer <i>(please tick)</i>	Yes: Levy transferred	
	No: Own Levy account	
If yes above; what is the name of the other employer?		

Apprentice Name	Apprentices Main Workplace Location (County and postcode)	Apprenticeship Training Fees (£)	External Assessment Fees (£)	Total Apprenticeship Fees (excl VAT) (£)
		£	£	£
		£	£	£
		£	£	£
		£	£	£
		£	£	£
		£	£	£
Total value of agreed Apprenticeships:				£

Payment and Employer Co-investment

Levy:

For Levy paying employers (including where Levy funds have been transferred), payment shall be taken automatically through the Digital Account to the extent that there are sufficient funds in the Digital Account to meet fee obligations. For new starts from 1st August 2026 where a levy payer has insufficient funds in their Apprenticeship Service account, the employer co-investment rate will be 25%, which the Training Provider will invoice without a purchase order. There will be no co-investment fees due from levy paying employers, if at the start of their apprenticeship training the apprentice is aged between 16 and 24 years old (or 15 years of age if the apprentice's 16th birthday is between the last Friday of June and 31st August).

Non-Levy:

For non-Levy paying employers, co-investment fees will be invoiced at the start of the programme, unless specified otherwise. Where co-investment obligations are not settled within 90 days from invoice date, the provider withholds the right to withdraw Learners from programme with immediate effect and Schedule 2, clause 6.2 of the Terms and Conditions will apply.

Employer co-investment rates are 5% for apprenticeships which started on or after the 1st of April 2019. Where apprenticeships are funded through co-investment, the remaining 95% fee will be paid by the Government.

For new starts from the 1st August 2026, there will be no co-investment fees due from employers who do not pay the levy, if at the start of their apprenticeship training the apprentice is aged between 16 and 24 years old (or 15 years of age if the apprentice's 16th birthday is between the last Friday of June and 31st August) or the apprentice is aged 22-24 years old and have either an Education, Health and Care Plan (EHCP) provided by their local authority or have been in the care of their local authority.

Where the agreed price is over the funding band maximum, employer contribution is 100% of the value that exceeds the funding band maximum. Where an apprentice is ineligible for funding, employer contribution is 100% of the agreed price.

Non – Levy Funded Activity

The below table details any non-levy funded activity (not including employer co-investment)

Non-Levy Services	Description and Volumes	Agreed Charges (Excl VAT)
		£
		£
		£
Total Non-Levy Services		£
Please select payment method: <i>(BACS) / (Cheque) / (Purchase Order) / (Other) / (Digital Account) / (Not Applicable)</i>		
If payment method requires a Purchase Order, please enter a PO number and value. Please attach a copy of the PO to this confirmation.	PO Number:	
	Value:	
If payment method is Other, please state payment method here:		

Additional Payments for Eligible Learners

Employers may be eligible for additional payments from the Department for Work & Pensions (DWP) to contribute towards the additional costs associated with training an apprentice if they are:

- aged 16-18 years old.
- aged 19-24 years old and have either an Education, Health Care Plan (EHCP) provided by their local authority or have been in the care of their local authority (see definitions in the funding rules) – Please note, the apprentice has to give consent via the Training Provider for the employer to be made aware that they have either an EHCP or are a have been in the care of the local authority for the employer to be eligible for the additional payments.

Payment of £1,000 will be paid to the Training Provider by the DWP and paid on to the employer as follows:

- 50% (£500) will be paid once the learner has been on programme for 90 days (not 90 days from employment start date), time on programme is the duration between date of first and last evidence of learning
- 50% (£500) will be paid once the learner has been on programme for 365 days, as defined above

The Training Provider will pass these additional payments onto the employer within 30 working days of receiving the funding from the DWP providing the employer has signed and returned a declaration that the apprentice(s) is still undertaking their apprenticeship and have provided accurate bank details.

From October 2026, non-levy paying employers are eligible to receive a hiring grant of £2,000 when recruiting new apprentices aged 16-24. This applies to those starting an apprenticeship from 1st October 2026, providing they have started their job with their employer within the past 3 months.

The grant will be paid in two instalments, and the employer will be eligible for the first payment once the learner has completed the first 90 days of their apprenticeship. The second payment will be made once the learner has completed 365 days of their apprenticeship.

Where the published typical duration of the apprenticeship is more than 12 months, but the apprentice completes their apprenticeship in less than 12 months then the final payment will not be made.

Please note payments are made to the Training Provider via the DWP on a set date after the apprentice has met the qualifying dates above. To ensure prompt payment of any additional payments, please provide your organisation's nominated account details below:

Learner Name:	
DOB:	
ULN: (for office use only)	

Account Name:	
Bank / Building Society Name	
Sort-code	
Account Number	

Complaints

In the event of a concern, complaint or an issue with the delivery of the Services, the Employer should initially send an email to yourvoice@bmsprogress.com at which point the complaint or issue will be assigned to a suitable member of the Training Provider's team. Further information on the Training Provider's Apprenticeships Employer Complaint Procedure can be found at: <https://www.bmsprogress.com>.

Should further escalation be required, the Employer should contact the relevant Funding Agency via the Apprenticeship Helpline (in England the Department for Education can be contacted on 0370 000 2288 or submit a complaint to: https://form.education.gov.uk/service/Contact_the_Department_for_Education).

Schedule 1

Apprenticeship Programme and Charges

The parties agree and acknowledge that the Apprenticeship training programme to be delivered by BMS Progress LLP is subject to BMS Progress LLP receiving payment for the agreed services. The table below details the charges for the Apprenticeship programme to be delivered. The specific Apprenticeship programme to be delivered will be confirmed within the Apprenticeship Training Plan.

Apprenticeship Programme:				
Number of Apprentices:				
Funding source	Total Negotiated Price (TNP1)	Cost inc. registration (TNP2)		Total Apprenticeship Programme Charges*
Funding Source	£	EPA	£	£
		Registration	£	
		Total	£	
Apprenticeship Content		Where cost sits		How funded
Content Planning, Development & Delivery		TNP1		19+ Apprenticeship
End Point Assessment		TNP2		19+ Apprenticeship
Functional Skills English		DWP		Direct from DWP
Functional Skills Maths		DWP		Direct from DWP
Duration of practical period (months):				
Duration of Assessment period (months):				
Total Apprenticeship Duration:				
Assessment Organisation:				
Costs of resits (if required, per assessment method failed):		£		
This is the responsibility of the employer				

*The total charges shown is the maximum BMS Progress LLP may charge for the Apprenticeship Programme. The actual charges for an Apprentice's programme will be based on the total price shown above, discounted as applicable where the apprentice has retained prior learning, knowledge or skills which enables BMS Progress LLP to reduce the content or duration of the Apprenticeship programme accordingly and shall notify the Employer of these changes.

BMS Progress and the Employer will not ask an apprentice to contribute financially to the eligible costs of training or assessment. This includes both where an apprentice has successfully completed the apprenticeship or has left the programme early.

Training Cost Breakdown (Per Apprentice)

Apprenticeship Programme costings, as detailed below, have been summarised to demonstrate value for money and transparency

Description	Costs
Initial Assessment – Activities undertaken to confirm eligibility, establish baselines and plan delivery	
Initial assessment of knowledge, skills and behaviours Initial OTJ planning and EPA readiness planning. Coach interaction to develop and agree the Training Plan with the employer and apprentice.	£
Off the Job Training - Planned and delivered learning activity aligned to the Apprenticeship Standard	
Development Coach engagement for coaching calls and learning support. Delivery of teaching virtually (Zoom / Microsoft Teams) and classroom. Monitoring and evidencing of OTJ learning.	£
Materials & Consumables – Resources required to support apprentice participation in training	
Digital learning resources and structured eLearning content Apprentice learning materials and tools supporting delivery of the Standard.	£
Peripheral Cost including assessment – Assessment related activity and assurance of achievement	
Progress reviews involving the provider, employer and apprentice. Assessment marking and structured feedback Mock EPA activities for revision	£
Programme Governance & Systems – Infrastructure, oversight and compliance required for funding-compliant delivery	
Curriculum design, lesson planning and continuous improvement. Aptem learner management system MI dashboards and reporting (Power BI) Compliance checks, evidence pack audits, DfE data submissions Reconciliation of payments and invoicing Delivery platforms and digital infrastructure (Zoom / Microsoft Teams) Internal Quality Assurance (IQA), sampling and standardisation Admin costs for End Point Assessment	£
Provider Profit / Contribution to Overheads	
Contribution to business sustainability and reinvestment	£
Total:	£

Disclaimer:

Employers are responsible for ensuring a safe working environment for all apprentices. By participating in this apprenticeship programme, employers confirm that they have a current Health & Safety policy in place, adequate Employer Liability Insurance, and have conducted a thorough risk assessment to identify and mitigate any workplace hazards. It is the employer's duty to comply with all relevant health and safety regulations to protect the well-being of apprentices. Failure to do so may result in the termination of the apprenticeship agreement.

Do you confirm that you have a Health & Safety policy in place, adequate Employer Liability Insurance, and have conducted a risk assessment to ensure the safety of all apprentices in your workplace?

Apprenticeship Agreement

This document is entered into between you (the Employer) and BMS Progress LLP (the Training Provider) registered number OC310031, with registered office at 310 Europa Boulevard, Warrington, WA5 7XR (“the Training Provider”, “we”, “us” or “our”) pursuant to and in accordance with the terms and conditions found at <https://www.bmsprogress.com>. These terms and conditions contain legal rights and obligations which are part of your relationship with us. We reserve the right to update these standard terms and conditions from time to time by posting a notice at <https://www.bmsprogress.com> or by notifying you by any other reasonable means. If you do not agree to any update, you should notify us immediately.

This document and the Apprenticeship Employer Agreement set out the terms on which an Apprentice is employed by the Employer and taught by the Training Provider. Defined terms used in this document shall have the same meaning as terms defined in the Apprenticeship Employer Agreement. In combination, they contain legal rights and obligations which are part of your relationship with us.

Employer Declaration

The Employer confirms that all apprentices named in this Agreement are employed through the PAYE scheme declared within its Apprenticeship Service account and that PAYE records will be kept accurate and up to date throughout the apprenticeship programme.

Please complete and sign this document to confirm your agreement to the terms and conditions referenced in the Agreement, and that you are signing on behalf of the Employer:

Employer’s Name:	
Employer’s Address:	
Signatory’s Name:	
Sign below:	

Signed for and on behalf of

BMS Progress LLP

By

.....

Date:

Schedule 8

The Training Services

The Training Plan/Services

- 1 The Training Plan shall include in accordance with the DWP rules:
 - 1.1 the planned content and schedule for eligible training including the assessment;
 - 1.2 what is expected from and offered by the Employer, Training Provider and the Apprentice to achieve the Apprenticeship;
 - 1.3 a summary of:
 - 1.3.1 details of the Apprenticeship being followed, including start and end-dates for the apprenticeship training and (where applicable) assessment, dates relating to the practical period of training and key milestones for mandatory or other qualification achievements making clear whether or not the component has been used towards the calculation of the minimum off-the-job training requirement;
 - 1.3.2 the amount of off-the-job training that will be delivered to meet the minimum requirement; the individual's prior learning must be taken into account before calculating the off-the-job requirements and designing the programme;
 - 1.3.3 details on which elements are eligible for funding from the Employer's Apprenticeship Service Account or Government-Employer Co-investment and necessary to meet any 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 DWP including English and maths;
 - 1.3.4 the list of all organisations delivering the training including English and maths and the Assessment Organisation (when known);
 - 1.4 roles and responsibilities for the Employer, Training Provider 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:
 - 1.4.1 Apprentice: attendance and study time;
 - 1.4.2 Employer: commitment to wages and time off to study in the working day; and
 - 1.4.3 Training Provider: support and guidance available and how to access this.
 - 1.5 details of tripartite progress reviews (main provider, employer, apprentice), including the frequency and format, to discuss progress to date against the Training Plan and the immediate next steps required.
 - 1.6 the process for resolving any queries or complaints regarding the Apprenticeship, including quality; this must include details of the escalation route within the Training Provider's own organisation and the escalation process to the DWP through the apprenticeship helpline;

- 1.7 confirmation from the Employer that the Apprentice will be allowed to undertake off-the-job training within their normal working hours in addition to English and maths training if required.

Schedule 9

Payment Schedule

Total Negotiated Price: *

Assessment Price:

20% of the Total Negotiated Price will be retained and transferred to the Training Provider on apprenticeship completion. The remaining 80% will be evenly split across the duration of an apprentices practical period.

Assessment Price to be confirmed with the Employer according to the Total Negotiated Price and AO.

A full breakdown of costs per standard will be detail in the Model Framework Agreement.

**full details of Total Negotiated Price and Assessment Price will be detail in the individual Model Framework Agreement.*