



FUTURE LDN LTD
(Trading as LDN Group)

GENERAL TERMS AND CONDITIONS
FOR
PROVISION OF APPRENTICESHIP TRAINING

Relating to:

**TRAINING SERVICES FRAMEWORK AGREEMENTS
APPRENTICESHIP SERVICES CONTRACTS**

Version 1.1

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SCHEDULE 1

The Apprenticeship Services Contract

- 1 Where there is no Training Services Framework Agreement in place between the Employer and the Training Provider, and the Employer wishes to engage the Training Provider to provide apprenticeship services, the Employer and the Training Provider shall enter into an Apprenticeship Services Contract pursuant to this Schedule 7.
- 2 The Apprenticeship Services Contract relates to the screening, selection and recruitment of Apprentices and governs the mutual responsibilities of the Employer and the Training Provider while the Apprentice is on programme.
- 3 Once the Apprentice is on programme, the Apprenticeship Services Contract will be read in conjunction with the Training Services Framework Agreement and/or the General Terms and Conditions.
- 4 Where the Employer is a Levy Payer, the Training Provider will require the Employer to enter into a Training Services Framework Agreement on or before the start date of any Apprentice and the Training Services Framework agreement shall remain in force for all future Apprenticeship starts until such time as the agreement is terminated by either Party.
- 5 Where the Employer is non Levy-paying, the Training Provider shall not require the Employer to enter into a Training Services Framework Agreement, but the Training Provider's General Terms and Conditions shall apply to all Apprentices placed with the Employer.

SCHEDULE 2

Employer Requests for Services

- 1 Provided a Training Services Framework Agreement or Apprenticeship Services Contract is in place the Employer shall make all Requests for Services to the Training Provider using the form specified by the Training Provider from time to time.
- 2 Where a Request for Services is made by a Levy Paying Employer prior entering into a Framework Services Agreement with the Training Provider, the Training Provider and the Employer will agree a Training Services Contract prior to commencing any work and will enter into a Training Services Framework Agreement prior to the start of any Apprentice.
- 3 Requests for Services made under the terms of an existing Apprenticeship Services Contract or Training Services Framework Agreement shall form part of that agreement and shall not be deemed to be a separate agreement.
- 4 Where a Request for Services is made by an Employer who is not a Levy Payer, the Training Provider's General Terms and Conditions of Business as updated from time to time shall apply.

SCHEDULE 3

Payment Schedule

- 1 Where the Employer is a Levy Payer, the Training Provider will make the Charges to the Employer in equal monthly instalments based on the Funding Cap and as indicated on reports produced by the Digital Apprenticeship Service.
- 2 Where the Employer is non Levy-Paying, the Training Provider will make the Charges to the Employer in equal monthly instalments. Instalments will be calculated as 10% of the Funding Cap as indicated in the Request for Services and in the Payment Schedule.
- 3 The Charges will be split into equal instalments based on the duration of the apprenticeship as agreed in the Request for Services and as indicated in the Digital Apprenticeship Service Account.
- 4 Unless otherwise agreed, the Training Provider will collect the Charges from the Employer by Direct Debit on or about the 20th day of each calendar month.
- 5 The Training Provider will supply the Employer with an invoice or a VAT schedule detailing the charges in each month for the duration of the apprenticeship.
- 6 Where the apprentice withdraws early, the Charges will be due for each month in which the apprentice was on programme. Charges will not be due if the apprentice withdraws before the 15th day of the calendar month to which the Charge applies.
- 7 Example Payment Schedule:

Apprentice Name	Johnny Jones
Start Date	01/05/2017
Planned End Date	31/05/2018
Months on Programme	13
Funding Cap	£9,000.00
Employer Co-investment Charge	£900.00 + VAT
20th May 2017	£69.23 + VAT
20th June 2017	£69.23 + VAT
20th July 2017	£69.23 + VAT
20th August 2017	£69.23 + VAT
20th September 2017	£69.23 + VAT
20th October 2017	£69.23 + VAT
20th November 2017	£69.23 + VAT
20th December 2017	£69.23 + VAT
20th January 2018	£69.23 + VAT
20 February 2018	£69.23 + VAT
20th March 2018	£69.23 + VAT
20th April 2018	£69.23 + VAT
20th May 2018	£69.23 + VAT
Total Employer Co-investment Charge	£900.00 + VAT

SCHEDULE 4

Schedule of Training Services

1 The apprenticeships offered by the Training Provider and the related information for each apprenticeship, is outlined in the table below.

Title of Apprenticeship	Programme	Pathway	Code	Level	Minimum Duration	Framework / Standard	Awarding Organisation	End Point Assessment Options	Funding Cap	Charges*	Employer Incentive **
IT, Software, Web and Telecoms Professional	Future LDN	Digital Finance	DFI	3	13 months	Framework	Pearson PLC	n/a	£9,000	£900	£1,000
IT, Software, Web and Telecoms Professional	Future LDN	Digital Project Admin	DPA	3	13 months	Framework	Pearson PLC	n/a	£9,000	£900	£1,000
IT, Software, Web and Telecoms Professional	Future LDN	Digital Client Services	DCS	3	13 months	Framework	Pearson PLC	n/a	£9,000	£900	£1,000
IT, Software, Web and Telecoms	Tech City Stars	Digital and Creative	DNC	3	13 months	Framework	Pearson PLC	n/a	£9,000	£900	£1,000

Title of Apprenticeship	Programme	Pathway	Code	Level	Minimum Duration	Framework / Standard	Awarding Organisation	End Point Assessment Options	Funding Cap	Charges*	Employer Incentive**
Professional											
IT, Software, Web and Telecoms Professional	Tech City Stars	IT Support and Networks	ITSN	3	13 months	Framework	Pearson PLC	n/a	£9,000	£900	£1,000
IT, Software, Web and Telecoms Professional	Tech City Stars	Web and Software Development	WSD	3	13 months	Framework	Pearson PLC	n/a	£9,000	£900	£1,000
Business and Professional Administration	Future LDN	n/a	BPA	4	18 months	Framework	City & Guilds	n/a	£4,000	£400	£1,000
Software Development Technician	Tech City Stars	n/a	SDT	3	13 months	Standard	British Computer Society (BCS)	BCS	£15,000	£,1,500	£1,000

Title of Apprenticeship	Programme	Pathway	Code	Level	Minimum Duration	Framework / Standard	Awarding Organisation	End Point Assessment Options	Funding Cap	Charges*	Employer Incentive **
Software Developer	Tech City Stars	n/a	SDE	4	18 months	Standard	British Computer Society (BCS)	BCS City & Guilds	£18,000	£1,800	£1,000
Network Engineer	Tech City Stars	n/a	NET	4	18 months	Standard	British Computer Society (BCS)	BCS City & Guilds	£18,000	£1,800	£1,000

* A contribution of 10% of the total funding cap is required by the provider where the employer does not have sufficient Levy Funding to fund the entire apprenticeship.

** Employers qualify for an incentive payment where the apprentice is aged 16-18 on the first day of their apprenticeship, or where the apprentice is aged 19-23 on the first day of their apprenticeship and has a Local Authority Health, Care or Education Plan. Payments are due 12 weeks and 52 weeks from the start date of the apprenticeship.

SCHEDULE 5

General Provisions

- 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 because 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 Training Provider shall be the Data Controller of all Personal Data obtained by it from each Apprentice or the Employer for the purpose of the Agreed Services.
 - 2.2 Each Party shall process Personal Data only in accordance with the Data Protection Act 1998 and where necessary on the other Party's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised.
 - 2.3 Each Party shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.
 - 2.4 Each Party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
 - 2.5 Each Party warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:
 - 2.5.1 take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
 - (a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

- (b) the nature of the data to be protected including, but not limited to, the security measures specified or referred to in the Schedule 8;

2.5.2 take reasonable steps to ensure compliance with those measures.

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 Limitation of Liability

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

4.1.1 death or personal injury caused by its negligence;

4.1.2 fraud or fraudulent misrepresentation; or

4.1.3 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.

- 4.2 Subject to paragraph 4.1, neither Party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
- 4.2.1 loss of profits; sales or business; anticipated savings; goodwill;
 - 4.2.2 loss of use or corruption of software, data or information; or
 - 4.2.3 any indirect or consequential loss.
- 4.3 Subject to paragraph 4.1, a Party's total liability to the other, 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.
- 4.4 The terms implied by section 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.
- 5 Termination
- 5.1 Without affecting any other right or remedy available to it, either Party may terminate the Agreement in its entirety or only in relation to the Agreed Services agreed pursuant to any Request for Services with immediate effect by giving written notice to the other Party if:
- 5.1.1 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;
 - 5.1.2 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;
 - 5.1.3 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;
- 5.2 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:
- 5.2.1 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
 - 5.2.2 there is a change of Control of the Employer.
- 6 Consequences of Termination
- 6.1 On termination or expiry of this Agreement:

- 6.1.1 unless expressly stated otherwise in the termination notice this Agreement shall continue in relation to any uncompleted Agreed Services agreed pursuant to every Request for Services until those services are completed, provided that the Training Provider shall be entitled to cease to perform these Agreed Services on notice in writing;
 - 6.1.2 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;
 - 6.1.3 the Training Provider shall on request return any of the Employer Materials not used up in the provision of the Agreed Services.
- 6.2 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.
- 7 Employer Delay and Force Majeure
- 7.1 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 7.3 the time for performance of such obligations shall be extended while the effects of Force Majeure Event prevails.
 - 7.2 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.
 - 7.3 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 written notice to the Affected Party and paragraph 6 shall apply.
 - 7.4 Notwithstanding the other provisions of this paragraph 7.4 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.
- 8 Assignment and Other Dealings
- 8.1 Subject to paragraph 8.2, 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.
 - 8.2 The Training Provider may in accordance with the other provisions of this Agreement sub-contract performance of the Agreed Services to any sub-contractor 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 sub-contractor

and if the Apprenticeship is Levy Funded the Training Provider shall remain responsible for complying with its responsibilities under this agreement.

- 8.3 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.

9 Variation

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

10 Waiver

- 10.1 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.

- 10.2 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.

11 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.

12 Entire Agreement

- 12.1 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.

- 12.2 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.

13 Partnership and Agency

- 13.1 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.

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

13.3 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 SFA 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

14 Third Party Rights

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

15 Notices

15.1 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); or

15.2 Any notice shall be deemed to have been received: on signature of a delivery receipt;

15.3 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.

16 Counterparts

16.1 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.

16.2 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

17 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 4.

18 Governing Law and Jurisdiction

18.1 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.

18.2 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 6

Definitions and Interpretations

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

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 5, 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 Request for Services under this agreement as varied by any applicable Change Note or Mandatory Change Notice;
Apprentice	means an individual employed by the Employer under an Apprenticeship Agreement who is an Apprentice under the SFA Rules and in relation to whom the Training Provider is to provide any of the Agreed Services;
Apprentice Assessment Organisation	means an approved qualification-awarding organisation for the applicable Apprenticeship;
Apprenticeship	means the training and employment of an Apprentice in accordance with the SFA Rules;
Apprenticeship Agreement	means a written contract of employment between the Apprentice and the Employer including a statement on the skill, trade or occupation in which the Apprentice is being trained;
Apprenticeship Framework	means a framework approved by the Skills Funding Agency and published by the Secretary of State and assessed through this Agreement;
Apprenticeship Standard	means a standard approved by the Skills Funding Agency and published by the Secretary of State, and assessed through a standardised exam, more particularly described in the SFA Rules;
Awarding Organisation	means the approved qualification-awarding organisation for the applicable Apprenticeship;
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 6 and Schedule 7;

Charges	means the charges specified in a Request for Services for the Agreed Services together with any Mandatory Additional Cost Payment;
Commencement Date	means the date of this Agreement;
Commitment Statement	means the statement agreed between the Parties as set out in Schedule 5;
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 SFA Rules is only paid once an Apprentice sits his final exam;
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;
Digital Account	means the Employer's digital account held under the SFA Rules;
Data Controller	means the person or organisation who determines the purposes for which and the manner in which any Personal Data is processed;
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 Request for Services;
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 Error! Reference source not found.;
Force Majeure Event	any circumstance not within a Party's reasonable control including, without limitation: <ul style="list-style-type: none"> (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;

Functional Skills	means Functional Skills for the purposes of the SFA 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;
ILR	means the individualised learner record which the Training Provider submits to the SFA;
Individual Learning 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 or Apprenticeship Framework;
Intellectual Property Rights (IPRs)	means patents, rights to inventions, copyright and moral rights, trade marks 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 SFA through either the Employer's Digital Account with Apprenticeship Service, the SFA or through Government-Employer co-investment;
Mandatory Change	shall have the meaning given in clause6.2;

Notice

Mandatory Policies means the Employer's business policies listed in Schedule 6, as amended by notice to the Training Provider from time to time;

Payment Schedule means the schedule for payment agreed between the Parties as stated at Schedule 11;

Personal Data means data relating to a living individual who can be identified from that data (or from that data and other information in the Data Controller's possession or likely to come into the Data Controller's possession);

Request for Services means a request for services made in accordance with clause 5;

RFS Agreement Date means the date which is the RFS Agreement Date pursuant to clause 5.5;

SFA means the Skills Funding Agency;

SFA Rules means the SFA's funding rules as contained in: Apprenticeship funding and performance-management rules for training providers May 2017 to March 2018 (Version 1) dated February 2017 as amended from time to time;

Termination Conditions means the conditions specified in Schedule 2 paragraphs 5.1.1, 5.1.2 and 5.1.3;

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 Request for Services 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 Services means the services set out in Schedule 8; 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 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 each other gender.
- 1.8 This Agreement shall be binding on, and enure 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 does not include fax and email.
- 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 of 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 SFA Rules shall have the same meaning in this document.
- 1.17 The provisions of this Agreement which are stated to apply if the Agreed Services are Levy Funded shall be construed consistently with the SFA Rules.

SCHEDULE 7

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 sub-contractors;
 - 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, 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 8

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 18.
- 7 The commencement of mediation shall not prevent the Parties commencing or continuing court proceedings in relation to the Dispute at any time.

SCHEDULE 9

The Commitment Statement

- 1 The Commitment Statement shall include in accordance with the SFA rules:
 - 1.1 the planned content and schedule for eligible training (and must also include end-point assessment if they are undertaking a standard);
 - 1.2 what is expected and offered by the Employer, Training Provider (and any subcontractors) 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) end-point assessment and key milestones for mandatory or other qualification achievements;
 - 1.3.2 details on which elements are eligible for funding from the Employer's Digital Account or government-Employer co-investment and necessary to meet any end-point assessment, those which are extra and not eligible for co-investment but will be fully funded by the employer, and those fully funded by the SFA including English and maths; and
 - 1.3.3 the list of all organisations delivering the training including English and maths;
 - 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 Employer: commitment to wages and time off to study in the working day; and
 - 1.4.2 Training Provider: support and guidance available and how to access this.
 - 1.5 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 SFA through the apprenticeship helpline.

SCHEDULE 10

Mandatory Policies

The Mandatory Policies are:

- Employer's Health and Safety Policy.