

FOR OFFICE USE ONLY:

Dated _____ 201 .

THE STATES OF JERSEY

represented by

JERSEY ENTERPRISE

- and -

THE EMPLOYER

Jersey Apprenticeship Scheme Agreement

This Agreement is made the _____ day of _____, 200__.

BETWEEN:

(1) **THE STATES OF JERSEY** represented by ("**Jersey Enterprise**") at The Department of Economic Development whose office is at Liberation Place, St Helier, Jersey JE1 1BB, and

(2) _____

 ("**Employer**")

RECITALS:

- (A) Jersey Enterprise has received funding to promote the Scheme in Jersey to approved employers.
- (B) The Employer has represented to Jersey Enterprise that it has extensive expertise in and knowledge of trades within the Trade and will be able to provide adequate training to Apprentices.
- (C) Jersey Enterprise agrees to approve the Employer as an approved employer under the Scheme on the terms of this Agreement.

OPERATIVE PROVISIONS:

1. Definitions

1.1 In this Agreement, unless the context otherwise requires, the expressions set out below shall have the meanings assigned to them in this clause:

Advisory Panel means the body of persons appointed by Jersey Enterprise from time to time in relation to the Trade typically to consist of employers and representatives of the teaching staff of the training establishments in Jersey to provide support to Jersey Enterprise in relation to the Scheme;

Apprentice means any apprentice approved by Jersey Enterprise for the purposes of the Scheme;

Eligibility of Apprentice means to have been resident on the Island over a period of 5 years, either continuous or aggregated, prior to the commencement of the first year of the Jersey Apprentice Scheme, unless the family is qualified by birth or residence;

Probation Period means during the first 3 months that an apprentice is under the Jersey Apprenticeship Scheme he will be seen to be on probation. If he does not complete the probation period successfully and is subsequently not retained as a bona fide apprentice, no monies will be paid to the employer for that apprentice for that period.

If the apprentice successfully completes the probation period, the payment will be paid after the following quarter, retrospectively for the two quarters.

If an apprentice changes employment whilst under the Jersey Apprentice Scheme he will have to complete a further 3 month probation period and the above will follow;

Preferential candidate means an individual who starts the Jersey Apprenticeship Scheme in Year 1, or who has completed a 1 year full-time foundation course and will enter onto Year 2 of the Scheme;

Registration Date means for the purpose of the Jersey Apprenticeship Scheme the first arising quarter day, subject to having started employment;

Maximum number of apprentices means no organisation will normally be grant aided for more than 3 apprentice intakes per financial year;

De-Recognised Approved Employers means an organisation removed from the list of recognised approved employers after being referred to the appropriate Advisory Panel for accruing a record of frequent lay-off of apprentices;

Training Establishment means any training establishment approved by Jersey Enterprise for the purposes of the Scheme;

Confidential Information means all confidential, non-public or proprietary information exchanged between the parties and the Employer before, on or after the date of this Agreement relating to Jersey Enterprise or the Apprentice;

Employer Services means the services and the equipment to be provided by the Employer to the Apprentice under clause 4.1;

Grant means the apprenticeship assistance grant for the Trade set out in Appendix 1 (as may be reviewed by Jersey Enterprise from time to time) payable in accordance with clause 5;

Jersey Law means any laws, regulations, orders or other regulatory requirement applicable in Jersey;

Level 2 Qualification means the intermediate level II qualification recognised in the United Kingdom and approved by the Advisory Panel in respect of the Trade;

Log-Book means the record maintained weekly by each Apprentice to record the main skills which the Apprentice has learnt or practised at work for the relevant week;

Scheme means the Jersey apprenticeship scheme promoted by Jersey Enterprise; and

Trade means a trade within the _____ industry.

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

2. Agreement

The Employer wishes to be approved as an approved employer under the Scheme and Jersey Enterprise agrees to approve the Employer as an approved employer under the Scheme with effect from the date of this Agreement.

3. JERSEY ENTERPRISE services under the Scheme

3.1 Jersey Enterprise will provide or procure the provision of the following services as part of the Scheme:

- (a) the promotion of the Scheme among school leavers and other interested parties;
- (b) initial interviews with potential apprentices to ascertain their compliance with the minimum requirements and their general interest in the Scheme and the Trade;
- (c) the ongoing management of the Scheme, including
 - (i) the Apprenticeship Manager; and
 - (ii) the Jersey Apprenticeship Council; and
- (d) payment of the Grant.

4. Employer's covenants and obligations

4.1 The Employer confirms that it is able to provide the Apprentice with:

- (a) a safe working environment;
- (b) a written contract of employment in accordance with Jersey Law and approved by Jersey Enterprise (which approval

may not be unreasonably withheld provided it addresses the minimum requirements set out in Schedule 1);

- (c) all required equipment and other tools of trade to enable the Apprentice to fulfil his obligations to the Employer;
- (d) appropriate and adequate training in accordance with the requirements of Jersey Enterprise or the Advisory Panel;
- (e) appropriate day leave to allow the Apprentice to attend the training establishment for the purposes of studying for and training in the Trade; and to pay all reasonable and appropriate course fees.
- (f) appropriate assistance to allow the Apprentice to maintain an up to date Log-Book which shall be signed-off by the Employer on a weekly basis.

Employer's acknowledgement

- 4.2 The Employer acknowledges that Jersey Enterprise enters into this Agreement relying on the particular skill, competence, experience and ability of the Employer to provide the services set out in clause 4.1.

Employer to provide JERSEY ENTERPRISE with copies of Contracts

- 4.3 The Employer will provide Jersey Enterprise with a copy of all contracts of employment entered into by the Employer with any Apprentice.

5. Payment of Grants

- 5.1 Jersey Enterprise will pay to the Employer the Grant for each Apprentice quarterly in arrears subject to the terms of this Agreement and to the Employer providing to Jersey Enterprise upon request a record of the relevant Apprentice's attendance at the training establishment in accordance with Clause 4.1(e)

together with the up to date Log-Book maintained in accordance with Clause 4.1(f).

5.2 The Employer will not be entitled to the Grant:

- (a) at the discretion of Jersey Enterprise for any weeks during which either the apprentice failed to attend the training establishment in accordance with Clause 4.1(e) without reasonable excuse and/or for which the Log-Book has not been properly maintained in accordance with Clause 4.1(f);
- (b) for any period for which the Apprentice is not employed by the Employer;
- (c) for any period where the Employer is in breach of this Agreement;
- (d) for any period where the Apprentice fails to achieve pass marks in the majority of any subjects taken at the training establishment; and/or
- (e) permanently in respect of the Apprentice where the Apprentice has failed before the expiry of the Apprentice's third year participating in the Scheme with the Employer to pass the Level 2 Qualification whereupon the Apprentice will be deemed to be disapproved by Jersey Enterprise for the purposes of the Scheme and Jersey Enterprise's obligations to the Employer in respect of such Apprentice shall immediately cease.

6. Access

6.1 The Employer shall co-operate with Jersey Enterprise at all times to enable it to monitor progress in relation to the delivery of the Employer Services and shall permit either Jersey Enterprise or any of their authorised representatives to have access to all premises at or from which services are being provided.

6.2 The Employer must provide regular reports to Jersey Enterprise in relation to the Employer Services as and when required by Jersey Enterprise.

7. Quality Control

The Employer undertakes to comply at all times with quality assurance procedures introduced from time to time by Jersey Enterprise and that any assistance required will be given to resolve any such issues.

8. Rights of dismissal of Apprentice

The Employer may dismiss the Apprentice in accordance with the Apprentice's contract of employment and Jersey Law after giving prior notice, except for instant dismissal, to Jersey Enterprise.

9. Term and Termination

9.1 This Agreement shall commence on the date of this Agreement and shall continue for 1 year or such longer period and on such terms as may be agreed in writing between the parties.

9.2 Either party may terminate this Agreement forthwith by giving notice to the other in the event that:

9.2.1 the other party is in material breach of any provision of this Agreement and such breach (if capable of remedy) has not been remedied within thirty (30) days' of a written notice from the other to remedy such breach;

9.2.2 the other becomes bankrupt or enters into liquidation (other than for reconstruction or amalgamation) or has a receiver appointed over its assets or any substantial part thereof or an administration order is secured upon it.

9.3 Jersey Enterprise may terminate this Agreement forthwith without penalty by giving notice to the Employer in writing in the event that:

- 9.3.1 the Chief Officer of Economic Development considers it to be in the best interest of the States for this Agreement to be terminated;
- 9.3.2 funding for the Scheme is withdrawn;
- 9.3.3 the Employer is in breach of its duties and this Agreement and has failed to rectify that breach within 7 days of receiving notice from Jersey Enterprise.

10. Effect of Termination

Termination of this Agreement shall be without prejudice to the rights and obligations of the parties that accrued prior to such termination and that termination of this Agreement shall not effect any term which is expressed by its terms to survive or have effect after termination including.

11. Release

- 11.1 The Employer acknowledges that Jersey Enterprise will not be liable for any act or omission in approving an Apprentice for the purpose of the Scheme or for any act or omission by the Apprentice.
- 11.2 The Employer agrees to indemnify Jersey Enterprise against any liability suffered by Jersey Enterprise to the extent that such liability was caused or contributed to by any act or omission of the Employer.

12. Announcements

Save as required by law or any competent authority, the Employer shall not make any announcement relating to the execution or content of this Agreement without the prior agreement of Jersey Enterprise, such agreement not to be unreasonably withheld or delayed.

13. Severability

If any term or provision or any part thereof (in this clause called the “offending provision”) contained in this Agreement shall be declared or become unenforceable, invalid or illegal for any reason whatsoever, the other terms and provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without the offending provision appearing herein and the parties shall negotiate in good faith to agree a replacement provision or part in place of such offending provision, such provision or part to have an equivalent economic and commercial effect.

14. No Partnership

14.1 Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute, the parties a partnership, association or joint venture.

14.2 The Employer shall not incur any liability on behalf of Jersey Enterprise to any third party. Any representations made or agreements entered into by the Employer in relation to this Agreement shall be its exclusive responsibility.

15. Entire Agreement

15.1 For the purpose of this clause, “Pre-contractual Statement” means a draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever (including without limitation, where relevant, the appropriate Jersey Apprenticeship Scheme Employers’ Handbook for the Trade), whether or not in writing, relating to this Agreement made or given by a party to this Agreement, or any other person at any time prior to the date of this Agreement.

15.2 This Agreement constitutes the whole and only agreement between the parties relating to the subject matter of the Agreement.

15.3 Except to the extent repeated in this Agreement, this Agreement supersedes and extinguishes any Pre-contractual Statement.

15.4 Each party acknowledges that in entering into this Agreement it is not relying upon any Pre-contractual Statement which is not set out in this Agreement.

15.5 No party shall have any right of action against any other party to this Agreement arising out of or in connection with any Pre-contractual Statement (except in the case of fraud) except to the extent repeated in this Agreement.

16. Further Assurance

At the request of either party, the other party will execute all documents as may be necessary to give full effect to this Agreement.

17. Waiver and Variation

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

18. Assignment

The Employer may not sub-contract assign part or all of the benefit or burden of this Agreement or sub-license any if its rights under the Agreement without the prior written consent of Jersey Enterprise.

19. Notices

19.1 Any notice required or authorised to be given hereunder shall be served personally or be sent by mail to the relevant address as set out above or by verified fax addressed to the relevant party as follows:-

Jersey Enterprise

Project Manager
Jersey Apprenticeship Scheme
Jersey Enterprise
Liberation Place, St Helier, Jersey, JE1
1BB

The Employer

or to such other address or fax number as may from time to time be notified to the other party hereto for this purpose by notice.

- 19.2 Any notice served personally shall be deemed to have been given upon such service. Any notice given by first class post letter shall be deemed to have been given one week after the same shall have been posted and any notice given by fax shall be deemed to have been given upon receipt of an appropriate answer back. In proving the giving of such notice, it shall be sufficient to prove that the letter or fax containing the notice was properly addressed and, as the case may be, put into the post as a pre-paid first class letter or transmitted.

20. **Governing Law**

This Agreement shall be construed in accordance with and governed in all respects by Jersey law and the parties hereby submit to the exclusive jurisdiction of the Royal Court Jersey.

Appendix 1

Apprenticeship Grant

Subject to Clause 5.2, the Employer will receive grant dependent on the year they are registered for funding:

for a year 1 apprentice, £3000 (£750 paid quarterly in arrears or pro rata thereof)

for a year 2 apprentice, £3000 (£750 paid quarterly in arrears or pro rata thereof)

for a year 3 apprentice, £1300 (£325 paid quarterly in arrears or pro rata thereof)

subject in particular to Clause 5.2(e), for a year 4 apprentice, £1200 (£300 paid quarterly in arrears or pro rata thereof)

Schedule 1

Minimum terms of Employment

Any Apprentice employed by an Employer under the Scheme must be employed pursuant to a contract of employment containing the following minimum requirements:

- (a) no more than a 3 month probation period;
- (b) a paid sickness allowance of at least 8 working days per calendar year;
- (c) a right for the Apprentice to attend any training establishment (eg Highlands College) courses required by the Advisory Panel for the Trade without deduction of salary;
- (d) 15 days paid annual holiday leave plus public holidays; and
- (e) no more than a 40 hour working week paid at the basic hourly rate. Basic hourly rate is the trainee wage for apprentices in Year 1 of the Scheme; and the minimum wage for apprentices from Year 2 onwards (Current rates can be found at www.gov.ie/minimumwage)

IN WITNESS whereof this Agreement has been signed on behalf of the parties hereto the day and year first above written.

SIGNED by)
for and on behalf of)
JERSEY ENTERPRISE)
AT THE ECONOMIC DEVELOPMENT)
DEPARTMENT)

SIGNED by)
for and on behalf of)
)
)
_____)