

APPRENTICESHIP TERMS AND CONDITIONS of QA Limited (company number 02413137). These Apprenticeship Terms and Conditions (“Terms” are effective from 23 February 2024. These Terms shall incorporate the QA General Terms of Sale available at <https://www.qa.com/legal-privacy/> (the “General Terms”).

1. Definitions and Interpretation

1.1. Definitions in the General Terms shall apply to these terms and the following additional definitions shall have the following meanings:

Academic Year: the relevant academic year of the Supplier running for twelve months;

APAR: has the meaning given to it in Condition 3.1;

Apprentice: employees of the Customer who are on Apprenticeship and as are named on the APC;

Apprenticeship: the placement of an Apprentice by the Customer with the Supplier subject to these Terms;

Apprenticeship Agreement: the terms and conditions of employment between the Customer and the Apprentice (for the avoidance of doubt, the Training Plan and the Apprenticeship Agreement must be separate documents);

Apprenticeship Period: the period set out in the APC for each Apprentice, which shall last a minimum of 372 days (unless it is required to be longer or permitted to be shorter in accordance with the Funding Rules or the Apprenticeship is terminated in accordance with the Contract);

Apprenticeship Programme: the programme of training and learning undertaken by the Apprentice as provided by the Supplier during the Apprenticeship pursuant to these Terms;

Apprenticeship Programme Confirmation Statement or APC: the document to be entered into by the Supplier and Customer providing details of the Apprenticeship including the applicable Apprentices;

Apprenticeship Start Date: the date being the first day of learning carried out by the Supplier with the Apprentice;

Assessment Requirements: the requirements set out in the approved and published assessment plan for the relevant standard;

EPAO: has the meaning given to it in Condition 7.1;

ESFA: the Education and Skills Funding Agency (or the Department for Education where it is carrying out activities formerly carried out by the Education and Skills Funding Agency), or any other government agency which replaces the Education and Skills Funding Agency, or which assumes the responsibilities of the Education and Skills Funding Agency in relation to training or apprenticeships, from time to time;

Funding Rules: the funding rules for the delivery of apprenticeships as may be amended from time to time and any other relevant procedures, rules and requirements from time to time laid down by the ESFA or any other relevant funder of the Supplier including through any guidance notes;

Gateway: has the meaning given to it in the Funding Rules;

ILR: the individualised learner record which contains data collected by the Supplier for the purposes of enabling the government to monitor policy implementation, the performance of the sector and to allocate funding;

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

Training Period: the number of days between the Apprenticeship Start Date and the Withdrawal Date;

Training Plan: a document entered into between the Apprentice, the Supplier and the Customer which meets the requirements relating to such documents under the Funding Rules (for the avoidance of doubt, the Training Plan and the Apprenticeship Agreement must be separate documents);

Withdrawal: when an Apprentice leaves or stops taking part in their Apprenticeship before they have completed it, which is the last evidence of on-programme participation with the Supplier; and

Withdrawal Date: the date on which the last evidence of on-programme participation by the Apprentice with the Supplier as determined by the Supplier (acting reasonably).

2. Joint Obligations of the Parties

2.1. The Parties shall deliver their respective obligations to each other and to the Apprentice in accordance with the Funding Rules.

2.2. The Parties shall adhere to all applicable Assessment Requirements.

2.3. The Parties shall enter into an APC for each Apprentice or cohort of Apprentices before the commencement of that Apprenticeship and before any training is delivered.

2.4. The Parties shall promptly inform each other in writing, and the Supplier shall inform the ESFA in writing, about any circumstances (for example where the Supplier and a proposed subcontractor have common directors) which might give rise to an actual or perceived conflict of interest. The Parties shall not proceed with any Apprenticeships

connected to the conflict without the ESFA’s permission in writing in these circumstances.

2.5. The Customer will participate in an initial assessment with the Supplier and the Apprentice in order to:

2.5.1. gauge the Apprentice’s level of numeracy and literacy and such other initial assessments as required under the Funding Rules;

2.5.2. conduct an initial skills assessment which will provide indicative levels of competency related to the Apprenticeship the Apprentice is undertaking;

2.5.3. agree and recognise any prior learning of the Apprentice;

2.5.4. agree the roles and responsibilities of each of the Customer, the Supplier and the Apprentice in achieving the Apprenticeship;

2.5.5. agree the price of the Apprenticeship so that it is clear what the Customer will contribute to the overall costs; and

2.5.6. where relevant, assess any learning difficulties and/or disabilities of the Apprentice.

2.6. The Supplier will be responsible for developing and agreeing a Training Plan with input from both the Apprentice and the Customer. The Parties shall collaborate to produce an individualised learning plan for each Apprentice which is part of the Training Plan.

2.7. The Parties shall ensure that each Apprentice, the Customer and the Supplier sign and hold a copy of a Training Plan setting out how they will support the successful achievement of the Apprenticeship.

2.8. The Training Plan must be agreed before any training is delivered and signed by the Apprentice the Customer and the Supplier ideally before training is delivered but by the latest the end of the 42 day ‘qualifying period’ in accordance with the Funding Rules. All three parties must keep a current signed and dated version on record.

2.9. The Training Plan must set out the planned content and schedule for training (including identifying which elements are off-the-job training and count towards the off-the-job training minimum requirement set out in the Funding Rules (as updated from time to time) and, when it is available to the parties, end-point assessment. This should be no later than 6 months before the learning planned end date. It must also set out what is expected and offered by the Customer, the Supplier (and any subcontractors) and the Apprentice in achieving the Apprenticeship.

2.10. The Training Plan is intended to provide a short summary, typically no longer than two to three pages, and should include the following as a minimum:

2.10.1. the name of the Apprentice, their job role and their normal paid hours excluding overtime;

2.10.2. details of the Customer and Supplier (and any subcontractors involved in the delivery of training);

2.10.3. details of the Apprenticeship, including the name of the apprenticeship standard, the level, the start and end-dates for the Apprenticeship and the dates relating to the practical period of training. The start date set out in the Training Plan must align with the start date in the Apprenticeship Agreement and the ILR;

2.10.4. the volume of off-the-job training hours that will be delivered. This must at least meet the minimum policy requirement of the ESFA. The results of the Apprentice’s initial assessment, including recognition of prior learning, must be taken into account before developing the Training Plan;

2.10.5. the planned content/units of delivery;

2.10.6. for standards without a mandatory qualification this must be a description of the activities that the Apprentice will undertake to develop occupational competency;

2.10.7. for standards with a mandatory qualification this must be, as a minimum, a list of the units, along with a description of any additional activities that the Apprentice will undertake to develop occupational competency;

2.10.8. details of when content will be delivered. For longer Programmes (i.e. 12 months +) these details may not yet be finalised, and the Training Plan may initially only detail the first year; in these circumstances the Training Plan must be updated as the information becomes available. This equally applies where an Apprentice may have optional aspects available to them at a later point in the Apprenticeship;

2.10.9. details of the Party responsible for each component’s delivery; this may include the Supplier, a sub-contractor or the Customer. Where this party is accessing apprenticeship funding for the delivery, they must be on the Apprenticeship Provider and Assessment Register (unless an exemption in the ESFA Rules applies);

2.10.10. it must be clear if the training has been included in the planned off-the-job training hours;

- 2.10.11. an agreement of what is required from, and offered by, the Apprentice and the Parties (and any delivery subcontractors) to achieve the Apprenticeship and details of how all parties will work together. This must include contact details of each party;
 - 2.10.12. written confirmation from the Customer 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;
 - 2.10.13. summary details of tripartite progress reviews (Supplier, Customer, Apprentice), including the frequency and format, to discuss progress to date against the Training Plan and the immediate next steps required; and
 - 2.10.14. the process for resolving any queries or complaints regarding the Apprenticeship, including quality. This must include details of the escalation route within Supplier's own organisation and the escalation process to Apprenticeship Service Support on 08000 150 600 or by email to helpdesk@manage-apprenticeships.service.gov.uk.
- 2.11. The Supplier and the Customer may from time to time meet to discuss:
 - 2.11.1. the level of fees for future cohorts;
 - 2.11.2. the prospective number of Apprentices for following cohorts;
 - 2.11.3. issues relating to retention of Apprentices;
 - 2.11.4. health, safety and security concerns; and
 - 2.11.5. achievement and satisfaction levels.
 - 2.12. Each Party shall ensure that any of its staff whether with or without a contract of employment, including agency, volunteer or contract workers who will come into contact with the Apprentice, has any necessary qualifications and/or checks, and is not barred from employment as in their role and is bound to maintain the confidentiality of the Confidential Information.
 - 2.13. Apprentices enrolled through the Supplier by the Customer cannot be enrolled elsewhere on any other Government funded programme with another provider if this contravenes funding or eligibility guidelines.
 - 2.14. The Customer nor the Supplier will ask the Apprentice to financially contribute to the eligible costs of the Apprenticeship.
 - 2.15. The Parties agree that to the extent of any conflict or inconsistency between the Contract (including these Terms) and the Funding Rules, the Funding Rules shall prevail.
- ### 3. Obligations of the Supplier
- 3.1. The Supplier shall be listed on the Apprenticeship Provider and Assessment Register (APAR) or any successive register. The Supplier shall remain eligible for funding from the ESFA and/or holding a funding agreement with the ESFA throughout the Apprenticeship Period.
 - 3.2. The Supplier shall provide relevant training and course materials to the Apprentice in respect of the Apprenticeship.
- ### 4. Obligations of the Customer
- 4.1. The Parties have agreed that the Customer will be, and shall remain, the employer of the Apprentices for all purposes during the period of the Contract.
 - 4.2. The Customer shall enter into an Apprenticeship Agreement with the Apprentice in a form which complies with all applicable Funding Rules. The Apprenticeship Agreement shall remain in place throughout the entire Apprenticeship Period. Where an Apprenticeship is extended, the Apprenticeship Agreement must also be extended. The Customer shall provide the Apprenticeship Agreement for each Apprentice to the Supplier and the Customer shall not amend that Apprenticeship Agreement without the consent of the Supplier, such consent not to be unreasonably withheld.
 - 4.3. The Customer shall pay the Apprentice's wages, which shall be at least the minimum wage to which the Apprentice is entitled by law.
 - 4.4. The Customer shall ensure that the Apprentice is on the PAYE scheme declared in the apprenticeship service account.
 - 4.5. The Customer shall ensure that the Apprentice undertakes work which is relevant to the Apprentice's studies and spends a large proportion of their apprenticeship developing the skills of their job, relevant to the attainment of a recognised qualification and in furtherance of the delivery of the Apprenticeship. The Customer shall ensure that the Apprentice's job has a productive purpose and provides the Apprentice with the opportunity to embed and consolidate the knowledge, skills and behaviours gained through the Apprenticeship.
 - 4.6. The Customer shall be responsible for all disciplinary issues relating to the employment of the Apprentice. The Customer shall inform the Supplier promptly if it has cause to believe that there may be any disciplinary issues relating to the employment of the Apprentice which may have an impact on the Apprenticeship.
 - 4.7. The Customer shall provide the Apprentice with paid time to attend off-the-job training (as a minimum to meet the requirements of the Funding Rules and which for clarity includes revision but excludes examination and other testing time), including additional support for English and maths, or support access for learning difficulties and/or disabilities.
 - 4.8. The Customer acknowledges that the Apprentice must complete the Apprenticeship within their working hours. Time spent by the Apprentice at the Supplier will be deemed to form part of the Apprentice's working hours. At least some active learning (off-the-job training or English and Maths training) must take place in every calendar month of the practical period of the Apprenticeship.
 - 4.9. The Customer shall facilitate the Apprentice to perform the Apprentice's obligations in the Training Plan.
 - 4.10. The Customer shall deliver any on-the-job skills development as detailed within any Training Plan.
 - 4.11. The Customer shall provide a mentor for the Apprentice and a key contact point for the Supplier and the Apprentice.
 - 4.12. The Customer shall ensure it has a lawful basis to transfer data relating to Apprentices to the Supplier for the purposes of registration and in connection with the Apprenticeship.
 - 4.13. The Customer will attend and contribute to the Apprentice's formal progress reviews, which shall take place at least every 12 weeks (4 times a year) and to provide the Customer's views on progress and performance in order to ensure that the targets and objectives agreed accurately reflect the Customer's and the Apprentice's needs. The minimum requirement of the progress review is that it will:
 - 4.13.1. check progress against any actions agreed at the previous review, including any training that has been delivered since the last review;
 - 4.13.2. check overall progress of the Apprentice against their agreed Training Plan, documenting any slippage against the volume of planned off-the-job training;
 - 4.13.3. allow for any off-the-job training evidence, that is outside of the Supplier's control, to be discussed, agreed, collected, or documented;
 - 4.13.4. discuss any concerns that the Supplier, Customer, or the Apprentice has;
 - 4.13.5. discuss any new information / potential changes of circumstance that might impact on the Training Plan. This could include any additional training required, or any additional prior learning or learning support needs that have come to light since the original initial assessment and / or the last progress review. Changes to the Training Plan may require the price to be renegotiated;
 - 4.13.6. provide for an opportunity to update the Training Plan (e.g. where it is necessary to replan any off-the-job training); and
 - 4.13.7. agree and document actions for the next review. The record of the progress review must be signed and dated by all parties (Apprentice, Customer, Supplier).
 - 4.14. The Customer shall use reasonable efforts to provide at least 10 working days' notice to the Supplier of any cancellation or postponement of workplace assessment visits, formal progress reviews or training sessions.
 - 4.15. The Customer shall provide such information in relation to each Apprentice as the Supplier may reasonably request and to fully support the completion of all registration documentation required by the ESFA to register the Apprentice on the Apprenticeship Programme.
 - 4.16. The Customer shall, throughout the Apprenticeship Programme, fully cooperate with the Supplier's staff in the completion of all documentation necessary to provide ongoing evidence of progression and completion as required by the ESFA, including without limitation:
 - 4.16.1. a record of planned and delivered off-the-job training and any supporting evidence required by the Supplier and, if the original volume of planned off-the-job training hours and the actual hours delivered do not align, a summary statement countersigned by the Apprentice and the Customer and prepared in accordance with the Funding Rules;
 - 4.16.2. if the Apprentice and the Customer wish to use keeping in touch (KIT) or shared parental leave in touch (SPLIT) days to continue off-the-job training and/or assessment during a period of maternity, adoption or shared parental leave, an agreement countersigned by the Apprentice and the Customer and prepared in accordance with the Funding Rules;
 - 4.16.3. if the Apprentice is withdrawn, a record for part-completion of an apprenticeship prepared in accordance with the Funding Rules; and
 - 4.16.4. written confirmation from the Customer that the Apprentice will be allowed to complete the Apprenticeship Programme within their working hours, including any English and maths required.

- 4.17. The Customer shall provide feedback to the Supplier on the Apprentice's experience, including surveys provided by the Supplier for the purposes of the Supplier's quality control and service evaluation.
- 4.18. The Customer shall allow the Supplier to perform a health and safety assessment of the Customer's premises in line with the Management of Health and Safety at Work Regulations 1999 and recommend any changes necessary to ensure compliance with applicable laws regarding the health and safety of Apprentice(s) or reasonably requested by the Supplier in order to ensure the safeguarding of Apprentice(s).
- 4.19. The Customer shall ensure that any Apprentices, especially below the age of 18, are protected at work from any risks to their health and safety and a risk assessment has been carried out in line with the Management of Health and Safety at Work Regulations 1999.
- 4.20. The Customer shall maintain employers' liability insurance as required by law.
- 4.21. Where the Supplier has provided recruitment services for the Customer and the Customer during an Apprenticeship offers such Apprentice employment, otherwise than as envisaged by the Contract, and such employment results in the Apprenticeship being terminated then the Customer will be liable to pay to the Supplier liquidated damages of £1,500 (one thousand five hundred pounds). Both Parties acknowledge that this figure is a genuine pre-estimate of the losses incurred by the Supplier on a time and effort basis and is not a penalty of any kind.
- 5. Apprentice's Employment**
- 5.1. The Apprenticeship Agreement shall remain in force during the entire Apprenticeship Period. The Customer shall comply with the terms of the Apprenticeship Agreement during the Apprenticeship Period. The Customer shall permit the Apprentice leave to undertake training at the Supplier (or a venue agreed between the Parties).
- 5.2. The Supplier shall not, and shall not require the Apprentice to do anything that shall, breach the Apprenticeship Agreement and shall have no authority to vary the terms of the Apprenticeship Agreement or make any representations to the Apprentice in relation to the terms of the Apprenticeship Agreement.
- 5.3. The Customer shall provide the Supplier with such information and assistance as it may commercially reasonably require to carry out its obligations as the Apprentice's training provider.
- 5.4. The Supplier shall provide the Customer with such information and assistance as it may commercially reasonably require to carry out its obligations as the Apprentice's employer.
- 5.5. All documents, manuals, hardware and software provided for the Apprentice's use by the Supplier, and any data or documents (including copies) produced, maintained or stored on the Supplier's computer systems or other electronic equipment (including mobile phones), remain the property of the Supplier.
- 5.6. All documents, manuals, hardware and software provided for the Apprentice's use by the Customer, and any data or documents (including copies) produced, maintained or stored on the Customer's computer systems or other electronic equipment (including mobile phones), remain the property of the Customer.
- 5.7. Subject to Condition 5.8, the Customer shall, where practicable, ensure that the Apprentice is employed for at least 30 hours a week.
- 5.8. The Customer may employ the Apprentice for fewer than 30 hours a week provided that:
- 5.8.1. the Supplier agrees that there is a case for the Apprentice to work fewer than 30 hours a week;
- 5.8.2. the Customer records the proposed number of hours each week;
- 5.8.3. the Customer keeps a record of the circumstances which has led it to believe that a reduction in hours is appropriate; and
- 5.8.4. the expected duration of the Apprenticeship is extended accordingly on terms satisfactory to the Supplier.
- 5.9. The Customer will pay the Apprentice at least the minimum amount required by law at all times.
- 5.10. Any National Insurance contributions which are required shall be made by the Customer in relation to the Apprentice.
- 5.11. Both parties shall inform the other as soon as reasonably practicable of any other significant matter that may arise during the Apprenticeship Period relating to the Apprentice or their employment.
- 5.12. The Customer shall use its reasonable endeavours to procure that the Apprentice shall notify the Supplier if the Apprentice identifies any actual or potential conflict of interest between the Supplier and the Customer during the Apprenticeship Period.
- 5.13. The Customer shall notify the Supplier if the Apprentice is or shall be absent from work for any reason as soon as reasonably practicable.
- 5.14. The Supplier shall notify the Customer if the Apprentice is or shall be absent from study for any reason as soon as reasonably practicable.
- 5.15. If an Apprentice requests a break from study, then the parties will agree in advance of any break in learning plan for the Apprentice's leave and return to work and study. Unless the parties agree otherwise, then the Apprentice's training from the Supplier and ensuing payments to the Supplier will restart on the Apprentice's return.
- 5.16. If the Apprenticeship Agreement is terminated before the end of the practical period because the Apprentice is dismissed by reason of redundancy, the Customer will provide either i) a copy of the Apprentice's dismissal notice (which cites the reason for dismissal as redundancy) or ii) written evidence which can reasonably conclude that the Apprentice was made redundant to the Supplier. The Supplier will make reasonable efforts to find the Apprentice a new Customer if the Apprentice is made redundant.
- 5.17. In addition to any other remedy or other action as provided under the Contract, in the event that the Apprenticeship is terminated by reason of redundancy, the Parties acknowledge and agree that (i) if the Apprentice was within six months of the final day of completion of the Apprenticeship Period; or (ii) has completed at least 75% of the Apprenticeship Period, then in each case, (i) and (ii), the ESFA will fund 100% of the remaining costs of the Training Period. The Parties also acknowledge and agree that in addition to any other remedy or other action as provided under the Contract, if the Apprentice has completed less than 75% of the Training Period and the remaining training will take six months or more, the ESFA will fund 100% of the training costs of up to 12 (twelve) weeks while the Apprentice seeks a new Customer.
- 6. Enrolment**
- 6.1. Once the Customer has received details of a potential Apprentice, the Customer shall send the Supplier any paperwork and make such other arrangements as deemed necessary in the reasonable opinion of the Supplier for the Supplier to determine the Apprentice's eligibility for an Apprenticeship with the Customer. Subject to the Supplier confirming eligibility of the Apprentice, the Apprentice will be enrolled as an Apprentice by the Supplier. The Customer acknowledges that it is not the Supplier's agent for the purpose of enrolment. Neither party will enrol an Apprentice, or agree to enrol an Apprentice, unless both parties have approved this.
- 6.2. The initial guidance and assessment of Apprentices and potential Apprentices shall be carried out by the Customer and the Supplier. The Parties shall agree the form which the said initial guidance and assessment shall take, including the form of the Apprenticeship Agreement which shall be entered into at that time.
- 6.3. Neither Party shall make any representation to any potential Apprentice about their eligibility, likelihood of becoming enrolled or any conditions regarding enrolment save as expressly authorised by the other Party.
- 7. Assessment**
- 7.1. No later than six months prior to the Apprenticeship Gateway, the Supplier (unless the Customer has chosen to) is responsible for selecting an organisation from the APAR to deliver the end-point assessment for an Apprenticeship including negotiating a price with the applicable end-point assessment organisation (EPAO). The Supplier shall make payments to the EPAO. Where the Customer wishes to change the EPAO at any point during the Apprenticeship and the cost of changing the EPAO increasing the overall fees of the Apprenticeship to more than the maximum funding band for the relevant Apprenticeship then the Customer must pay in full the difference between the band maximum and the total negotiated price to the Supplier.
- 7.2. The Supplier and the Customer will both support the Apprentice in undertaking any assessments, including supporting the Apprentice through any relevant gateway required to carry out the assessment and explaining the end-point assessment process.
- 8. Intellectual Property Rights**
- 8.1. The Supplier shall not own any Intellectual Property Rights created by an Apprentice however the Customer shall or shall procure a licence for the Supplier to use such Intellectual Property Rights for the purposes of providing the Services for the Apprenticeship.
- 9. Funding**
- 9.1. The Apprenticeship shall be funded in accordance with the Funding Rules.
- 9.2. The Customer shall pay Charges to the Supplier in accordance with the APC for each Apprentice.
- 9.3. The Parties shall agree Charges for the training and assessment required for an Apprentice to undertake and complete an apprenticeship standard.

The agreed Charges must only include the training and assessment necessary to meet the relevant standard.

- 9.4. The Parties may only revise the agreed Charges for the training and assessment when both Parties agree that:
- 9.4.1. a specific gap in the required training or assessment for the Apprentice has been identified that was omitted in error from the original written agreement;
- 9.4.2. a specific element in the training or assessment agreed for the Apprentice has been identified as no longer required; or
- 9.4.3. the original volume of planned off-the-job training hours materially exceeds the actual delivered off-the-job training hours.
- 9.5. If the Apprenticeship is to be co-funded, in accordance with the Funding Rules, by the Customer, then the Customer's cash contributions to the Supplier shall be in the form of a transfer of funding visible in the financial systems of both Parties. The value of each cash contribution shall be recorded in the ILR along with documentation to support this.
- 9.6. In your apprenticeship service account:
- 9.6.1. the Customer shall record the details of the Apprenticeship required by the Funding Rules which must correspond with the information recorded on the ILR;
- 9.6.2. the Customer may give permission to the Supplier to enter the details of the apprenticeship required by the Funding Rules on its behalf when agreed;
- 9.6.3. the Customer shall promptly approve reasonable requests made by the Supplier with respect to their apprenticeship service account;
- 9.6.4. the Supplier may, at its absolute discretion, agree to enter the details of the Apprenticeship required by the Funding Rules onto the Customer's apprenticeship service account when agreed; and
- 9.6.5. the Customer shall authorise payments from its apprenticeship service account to the Supplier in accordance with the payment provisions set out in the APC.
- 9.7. The Supplier will, where applicable, meet the cost of the first attempt and first re-sit. The Customer will meet the cost of all additional exam attempts and additional each resit of each exam per Apprentice (where applicable), in each case, prior to the Apprentice sitting the exam.
- 9.8. Where the Customer's accounting practices require the use of a purchase order number, the Customer shall provide a valid purchase order number to the Supplier promptly upon signing each APC. Where applicable the Customer should also provide a copy of their internal purchase order document to the Supplier.

10. Change of Circumstances

- 10.1. Each Party must inform the other as soon as possible and in any event within two Business Days of any change of circumstance (as defined in Condition 10.2) which may affect the amount of government funding that can be claimed by the Customer, or the Apprentice's ability to successfully complete their Apprenticeship as agreed under the Apprenticeship Agreement.
- 10.2. A change of circumstance includes, but is not limited to a change:
- 10.2.1. of Customer, or Customer circumstances (for example the Customer goes into administration);
- 10.2.2. of apprentice job role or employment status;
- 10.2.3. in the apprentice's circumstances leading to a break in learning;
- 10.2.4. in the apprentice's status; or
- 10.2.5. involving the Apprentice leaving their apprenticeship early.
- 10.3. Where there is a change of circumstance, the Supplier must update the ILR in accordance with the ESFA's ILR guides and templates as soon as the Supplier is made aware of the change of circumstance.
- 10.4. If a change of circumstance means that training and/or assessment is no longer being delivered or capable of being delivered, neither Party shall claim any further government funding contributions or additional payments. The Customer shall ensure that any Customer contribution for any training or assessment that has already been delivered is paid.

11. Evidence Requirements

- 11.1. For each Apprentice for which the Funding Rules require it, the Customer shall sign an eligibility declaration form (in the form required by the Supplier from time to time), confirming both the eligibility of the Apprentice and eligibility of Customer for additional payments.
- 11.2. The Supplier shall retain a signed eligibility declaration for each Apprentice.
- 11.3. The Supplier shall hold evidence:
- 11.3.1. that the Apprentice exists;
- 11.3.2. the Apprentice is eligible for funding;
- 11.3.3. that the Customer is eligible for any additional payments;
- 11.3.4. of a written agreement with the Customer;

- 11.3.5. that the education and training being delivered is eligible for funding;
- 11.3.6. that the training/assessment activity is taking place or has taken place; and
- 11.3.7. that, for elements of quality standards for which certification is required, the achievement of learning aims has been certified by way of a certificate being issued by an awarding organisation or assessment body for the apprenticeship standard, and to support other funding claimed, such as learning support and English and mathematics.
- 11.4. The Customer shall promptly provide to the Supplier (and in any event within three (3) Business Days all information reasonably requested by the Supplier to permit the onward payment of any additional payments. Where the Supplier is unable to pass the additional payment onto the Customer (for example, where the Customer has not responded to numerous requests for their bank details) then the Supplier must return the additional payment to the ESFA.
- 11.5. The Supplier shall retain Customer additional payment incentive claim forms submitted by the Customer.

12. Sub-Contracting

- 12.1. The Supplier shall be entitled to sub-contract its obligations under the Contract, provided that:
- 12.1.1. The following details are agreed in writing between the Customer and Supplier:
- 12.1.1.1. the Apprenticeship training and/or on-programme assessment that the Supplier will directly deliver;
- 12.1.1.2. the amount of funding that the Supplier will retain for its direct delivery;
- 12.1.1.3. the Apprenticeship training and/or on-programme assessment that each delivery subcontractor will contribute to the Customer's apprenticeship programme;
- 12.1.1.4. the amount of funding that the Supplier will pay each delivery subcontractor for their contribution;
- 12.1.1.5. the specific amount of funding that the Supplier will retain to manage and monitor each delivery subcontractor;
- 12.1.1.6. the specific amount of funding that the Supplier will retain for each other support activity that the Supplier will provide to each delivery subcontractor;
- 12.1.1.7. the specific amount of funding that the Supplier will retain for the monitoring that the Supplier will undertake to ensure the quality of the Apprentice's training and/or on-programme assessment that the Supplier has contracted each delivery subcontractor to carry out;
- 12.1.1.8. a detailed description of how the funding retained for each activity detailed contributes to delivering high quality training and how the funding retained is reasonable and proportionate to delivery of the apprenticeship training; and
- 12.1.1.9. any actual or perceived conflict of interest between the Supplier and any delivery subcontractors. For example, where the Supplier and a delivery subcontractor are part of the same group, share common directors or senior personnel, or where the Supplier will benefit financially from using a particular delivery subcontractor;
- 12.1.1.10. the use of the subcontractor does not breach the Funding Rules; and
- 12.1.1.11. the Customer has provided written permission in advance.

13. Termination

- 13.1. Either Party may terminate the Contract on three months' written notice to the other Party.
- 13.2. The Customer may terminate the Apprenticeship with immediate effect without notice:
- 13.2.1. on the termination of the Apprenticeship Agreement or as a result of the Apprentice's dismissal or resignation; or
- 13.2.2. if the Supplier is guilty of any material breach of the terms of the Contract.
- 13.3. The Supplier may terminate the Apprenticeship with immediate effect without notice:
- 13.3.1. on the termination of the Apprenticeship Agreement or as a result of the Apprentice's dismissal or resignation; or
- 13.3.2. if the Customer is guilty of any material breach of the terms of the Contract.
- 13.4. Upon termination of an Apprenticeship in accordance with Condition 13.3.2, the Customer shall pay to the Supplier such Charges as would otherwise have been payable by the Customer to the Supplier under Contract.
- 13.5. Any reasonable delay by a Party in exercising the right to terminate shall not constitute a waiver of such rights.

13.6. In the event that the Customer breaches the Funding Rules and such breach results in the ESFA claiming back Charges from the Supplier the Customer shall pay the Supplier such Charges to the extent that they are directly attributable to the Customer's breach.

13.7. Upon termination of the Contract for any reason or expiry, the Parties shall permit those Apprentices who are registered with the Parties at the date of termination, to continue until the due completion date for such Apprenticeship and the Customer shall pay all such fees due to the Supplier until completion date for such Apprenticeship.

13.8. Upon termination or expiry, the Parties shall continue to work together in good faith to conclude any outstanding administrative, audit or other Apprentice requirements that may exist prior to the commencement of the following Academic Year to ensure Apprentices are able to continue with or start new Apprenticeships with the Supplier or any other third party. For the avoidance of doubt any actions required to conclude any outstanding administrative, audit or other requirements shall be considered a consequence of termination of the Contract and shall not constitute a new agreement between the Parties.

14. Cancellations

14.1. The Supplier reserves the right, at its discretion, to change course schedules, composition and content, in which case it shall notify the Customer at the earliest possible opportunity and ensure that it does not negatively affect the Apprentice's ability to complete their Apprenticeship.

15. Safety and Safeguarding

15.1. Each party shall:

15.1.1. carry out its responsibilities under all relevant legislation, regulations and formal guidance for the protection of children and vulnerable adults including the Safeguarding Legislation;

15.1.2. acknowledge that it has a duty of care to ensure that there are adequate safeguarding processes and checks in place, particularly for those Apprentices aged 18 and under; and

15.1.3. make every effort to assure and promote the safeguarding of Apprentices during their employment and to comply with the Supplier's Safeguarding Policy Statement. A copy of the full policy can be downloaded from our website: <https://www.qa.com/legal-privacy/>;

15.2. The parties shall perform their obligations under the Contract in accordance with:

15.2.1. all Applicable Law regarding health and safety; and

15.2.2. the health and safety policy of the other party whilst at the other party's premises (to the extent it has been made known by one party to the other party).

15.3. Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at either party's premises of which it becomes aware and which relate to an Apprentice. Each party shall adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

15.4. The Customer shall maintain a full record of all incidents relating to health, safety and security relating to Apprentices and shall make such records available to the Supplier on reasonable notice and the Customer shall immediately inform the Supplier of the death of any Apprentice.

16. Withdrawals

16.1. The Customer acknowledges and agrees that Charges withdrawn from the Customer's apprenticeship service account by the Supplier may not necessarily reflect services provided by the Supplier in the relevant period because Charges are paid to the Supplier in equal monthly instalments according to the planned duration of the Apprenticeship, regardless of the proportion of services delivered in the applicable period. By way of example, the Customer and Apprentice may seek to complete a larger proportion of off-the-job training at the start of the Apprenticeship Period and in this instance the Supplier will be paid for such services over the duration of the Apprenticeship Period rather than when training is delivered.

16.2. In the event of a Withdrawal the Supplier will no longer be entitled to withdraw Charges from the Customer's apprenticeship service account and, due to the circumstances detailed in Condition 16.1, would not be entitled to recover Charges from the apprenticeship service account for services which have already been provided by the Supplier prior to the Withdrawal and in this instance the Supplier shall be entitled to recover directly from the Customer and the Customer agrees to pay an amount equal to the value of any services provided under the Contract prior to a Withdrawal which the Supplier is unable to recover from the Customer's apprenticeship service account.

17. Complaints

17.1. The Supplier's complaints procedure is outlined here: <https://www.qa.com/legal-privacy/>.

18. Data Protection

18.1. The Data Protection and Information Security Addendum available at <https://www.qa.com/legal-privacy/> is incorporated into these Terms. Terms defined in this Condition 18 shall have the meaning given to them in the Data Protection Addendum.

18.2. The Customer shall be a Data Controller where it is Processing Personal Data for the purpose of its relationship with each Apprentice as his or her employer.

18.3. The Supplier shall be a Data Controller where it is Processing Personal Data for the purpose of its role as the provider of Apprenticeships to each Apprentice and delivering education and training to Apprentices.

18.4. The Parties do not anticipate that either will act as a Data Processor on behalf of the other Party and neither Party is authorised or instructed to act as a Data Processor on behalf of each other.

18.5. The Parties will not act as joint Data Controllers in common.

19. Variation

19.1. The Supplier reserves the right to modify these Terms to the extent that such changes are required due to changes in the Funding Rules. Any revisions will be made available at: <https://www.qa.com/legal-privacy/>.