



Bridgwater and Taunton College

and

Natural England

**Apprenticeship Contract of
Services Agreement**

RELEVANT PARTIES		
Employer Details		
Registered Employer Name:	Natural England	
Company Number:	N/A	
Registered Employer's Address:	Foss House Kings Pool, 1-2 Peasholme Green, York, Yorkshire, YO1 7PX	
Employer's Representative:	Name: Chris Gordon Email: Chris.Gordon@naturalengland.org.uk Telephone: 0300 060 3900 Mobile: Address: Foss House Kings Pool 1-2 Peasholme Green York Yorkshire, YO1 7PX	
Training Provider Details		
Training Provider:	Bridgwater and Taunton College	
Training Provider's address:	Bath Road, Bridgwater, Somerset, TA6 4PZ	
Training Providers UKPRN:	10000878	
Training Provider's VAT No.:	586365400	
Training Provider Representative:	Name: Matt Tudor Title: Vice Principal, Strategy & Partnerships Email: business@btc.ac.uk Telephone: 01278 655111 Postal Address: as above	
Specific Terms		
Expiry Date:	This is for a fixed agreement as set out in the section titled 'Apprenticeship Programme' with an Expiry date concluding upon the apprentice completing their programme of study (including the End Point Assessment).	
Employer Digital Apprenticeship Service Account cohort number (required):	R94W48	
Is this apprenticeship being paid in full by a Levy funds transfer? If so list sending employer:	NO	
Training Provider Administration Service	Tick this box if the Training Provider will be completing on-line administrative tasks on behalf of the Employer and Clause 4.2 shall apply	<input type="checkbox"/>
Complaints Procedure and Mandatory Policies	Tick this box for the Training Provider's Complaints Procedure to have effect and take priority over the process set out in clauses 7.1 to 7.3. (If box is ticked, Complaints Procedure must be provided to the Employer)	<input checked="" type="checkbox"/>
	Safeguarding and Child Protection Policy Given to Employer:	<input checked="" type="checkbox"/>
	Details of the Training Provider's written complaints and dispute resolution procedure Given to Employer:	<input checked="" type="checkbox"/>
This agreement is entered into on the date set out above and is made up of these Contract Particulars, the Contract Terms and the Schedules stated above.		

APPRENTICESHIP SCHEDULE					
Apprenticeship Programme					
1.	Apprenticeship Standard	Countryside Ranger			
2.	Apprenticeship Standard Code	585			
3.	Apprenticeship Programme Start Date	16/10/2023			
4.	Planned Apprenticeship Programme End Date	16/02/2026			
5.	Location of training	Employer / College			
Number of Apprentices					
6.	Number of Apprentices	x 1			
		Name:	Start Date:	Expected Practical Period End Date:	Expected Programme End Date (inc.EPA):
		Charlotte Webster	16/10/2023	16/10/2025	16/02/2026
Training Provider Actions					
7.	Training to be delivered by Training Provider	<p>On programme assessment will include training providers reviewing the apprentice's progress via summative assessment. These assessments are designed to review the apprentice's behaviour, knowledge and skills against the set criteria outlined in the Apprenticeship Standard.</p> <p>Bridgwater & Taunton College will also:</p> <p>Map and assesses the apprentice's work against the Standard and help the apprentice select evidence for their summative portfolio and will confirm when the apprentice is ready for the end point assessment.</p>			
Employer Actions					
8.	Training to be delivered by Employer	<p>The employer will need to provide suitable supervision and support/mentoring to enable apprentices to achieve the Skills, Knowledge and Behaviours outlined in the Apprenticeship Standard and to facilitate their development both in their job role and towards their qualification the employer must allow time for:</p> <ul style="list-style-type: none"> • Reflective account of learning taken place. • CPD record completed on One-File. • Learning knowledge on VLE (for remote learners). • Off the Job Mentoring – the apprentice will meet with their mentor to discuss progress and concerns • Off the Job Shadowing – the apprentice will shadow their mentor to gain an understanding of skills required for their job role. • Self-Study in working hour's online using OneFile working towards assessments and tasks set from their training assessors and course lecturers. 			
End Point Assessment Organisation					
9.	Name of End Point Assessment Organisation	Lantra Awards Limited			

	End Point Assessment Organisation agreed in principle	I hereby confirm as the 'Employer', the above End-Point Assessment Organisation has been agreed in principle.
Subcontracting		
10.	Name of Subcontractor	Lantra
11.	Training to be delivered by Subcontractor	<ul style="list-style-type: none"> • LANTRA L2 Award in the Safe Use of Brush-cutters and Trimmer • LANTRA L3 Award in Emergency First Aid at Work
12.	Training Provider monitoring of Subcontractor	<p>Bridgwater and Taunton College will carry out a regular monitoring quality assurance checks on the apprenticeship training and on- programme assessment delivered by the Subcontractor, including visits at short notice and face to face interviews with staff and apprentices.</p> <p>This will also include Apprentice existence and eligibility checks and involve direct observation of initial guidance, assessment and delivery of training and/or on-programme assessment. Bridgwater and Taunton College will also monitor the Subcontract through the Quarterly Performance Reviews.</p>
14.	Conflicts of interest between Training Provider and Subcontractor	There are no conflicts of Interest between Bridgwater & Taunton College and the Subcontracting Organisation for the delivery of this apprenticeship and qualifications.
15.	Support Provided	The Subcontractor will receive the standard due diligence and monitoring process in line with Bridgwater & Taunton College's subcontracting provision. This will include regular quality monitoring visits.

Non-Funded Items		
	Detail of items not eligible for ESFA funding	Cost
1.		
2.		
3.		

FINANCIAL SCHEDULE	
The agreed costs (excluding VAT) for the training of each Apprentice under this Agreement is as follows (subject to change):	
Apprenticeship Funding Band / Maximum Available:	£9,000.00
Eligible Cost Breakdown for Programme per Apprentice (£):	
Initial Assessment	
Initial assessment to confirm learner and programme eligibility:	£191.25
Onboarding	
Costs associated with the onboarding of the apprentice:	£114.75
Off-the-job Training	
Tutor/Training delivery costs of the apprenticeship:	£2,879.95
Learning Materials/Consumables	
Materials used in the delivery of the apprenticeship:	£511.99
Assessment/Review	
Costs associated with conducting progress reviews Costs associated with a mandatory qualification. Registrations, assessment costs, examination, and certification costs	£2,431.96
Governance, management and administration	
Programme governance, management and administration directly linked to training and assessment:	£575.99
Total Negotiated Price (per apprentice)	
Total Negotiated Price for Training (TNP1 – without discounts applied)	£7,200.00
Total Negotiated Price for End Point Assessment (TNP 2)	£1,800.00
Total Negotiated Price (Total TNP Cost – without discount applied)	£9,000.00
Subcontracting Costs	
Sub-Contractor Training Costs	£419.99
Training Provider Costs of monitoring/managing subcontractors	£74.12
Price Reduction	
Overall price reduction to account for Individual Recognised Prior Learning (if applicable). Discount is 50% of RPL calculation from 3 Way Initial Assessment Document)	0.00%
*Discount not applied to End Point Assessment Costs (TNP2)	

Price Reduction to account for Change of Employer (if applicable. Enter amount already claimed by previous Employer)	N/A
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Total Charges	
Total Cost for Employer (Total for Apprenticeship Service Account)	£9,000.00
Employer Funding Type	Levy

Additional Costs for Employer (not included in the above totals)	
Non-Funded Elements, or above 100% of the funding band, this is not included in the Total Negotiated Price and will be invoiced separately to the employer by BTC	£0.00

Subject to the Employer fulfilling the obligations set out in clause 4 of the Contract Terms, the Training Provider shall use its reasonable endeavours to recover sums in respect of the charges from the ESFA.

The Employer has confirmed the End Point Assessment Organisation detailed in this agreement (if one is available). Also the Employer will be liable for any End Point Assessment resit fees.

The payment schedule for the remaining Charges to be paid by the Employer is as follows:

Payment Options:			
Levy Funded	YES	Cost:	£9,000.00

The Employer will be required to set up their apprenticeship service account for their apprentice to be funded by this payment option.

An initial 20% will be retained until the apprentice completes, the remaining 80% is spread out equally over the duration of the programme and will be paid from the employer's apprenticeship service account. In the event the employer has insufficient funds in their service account to fully cover the costs of training, a 5% co-investment charge of that month's payment applies, and the Employer will receive an invoice from BTC to pay. The remaining 95% will be co-funded to BTC by the ESFA.

This payment option applies to the following apprentice/s:

Name of Apprentice: Charlotte Webster

Contract Terms

Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

Apprentice: a person who works under an Apprenticeship Agreement.

Apprenticeship: a job with training. This includes the Training and (where required) End-Point Assessment for an employee. The full definitions of (i) an English Apprenticeship (frameworks) and (ii) an approved English Apprenticeship (standards) can be found in Part 1 of the Apprenticeships, Skills, Children and Learning Act 2009.

Apprenticeship Agreement: an Apprenticeship Agreement <https://www.gov.uk/take-on-an-apprentice/apprenticeship-agreement> is between an employer and an Apprentice, either in accordance with the Apprenticeships, Skills, Children and Learning Act 2009 sections 32 to 36 (for frameworks) or section A1 (for standards – an approved English Apprenticeship Agreement).

Apprenticeship Details: the details of the Apprentice and their Apprenticeship including but not limited to; the Apprenticeship Standard; the agreed cost of the Training and End-Point Assessment; the Apprentice's name, date of birth and Unique Learner Number and the Apprenticeship start date.

Apprenticeship Levy: the levy payable by all employers with an annual pay bill of more than £3 million which is used to support the funding of Apprenticeships.

Apprenticeships Logo: the logo consisting of the word "Apprenticeships" in plain black or white typeface with a semi-circle of orange or blue brush strokes to the left hand side of the letter A, the Intellectual Property Rights in which are owned by the Crown.

Apprenticeship Programme: means a programme of Training set out in Schedule 1 or agreed pursuant to clause

Apprenticeship Programme End Date: means the date on which the last Apprentice successfully completes the relevant End-Point Assessment (including following any resits necessary for such successful completion)

Apprenticeship Service: the digital service provided by the ESFA to manage and fund Apprenticeship Training approved by Employers through the service and delivered by Training Providers listed on the Register of Apprenticeship Training Organisations using government funds.

Apprenticeship Service Account: the part of the Apprenticeship Service where the Employer can add Apprenticeship Details and see information about Funding and Apprentices they have previously added to their account.

Apprenticeship Standard: the apprenticeship standards designed by employers that have had both the standard and associated assessment plan approved by the Institute for Apprenticeships and Technical Education (IfATE), and are published on IfATE's website <https://www.instituteforapprenticeships.org/> alongside their allocated funding band.

Break in Learning: means a period of time during an Apprenticeship Programme in which the Apprentice is not participating in work with the Employer, nor undertaking any training or learning with the Training Provider and where at the time of notification the Apprentice intends to resume participation in the Apprenticeship at some point in the future. By way of example only, this may be due to illness, pregnancy or other reason which makes them temporarily unable to continue with the Apprenticeship.

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Change of Control: has the meaning given in section 1124 of the Corporation Tax Act 2010.

Charges: means the full cost of the Services provided in accordance with the Apprenticeship Programme(s) as set out the relevant Apprenticeship Programme including the cost of any resits pursuant payable to clause 4.1. – 4.8. (inclusive) and additional costs pursuant to clause 23.

Commencement Date: the date on which the Employer signs this Agreement through their Apprenticeship Service Account as set out in Clause 2.1.

Connected Employer: any entity (being a distinct legal entity from the Employer) which is connected with the Employer within the meaning of Schedule 1 Parts 1 and 2 of the National Insurance Contributions Act 2014, and which, not being a contracting party to this Agreement, carries out activities on behalf of the Employer in relation to the Apprenticeship Service or employs an Apprentice whose Training is funded through the Employer's Apprenticeship Service Account.

Contract Particulars: means the particulars of this agreement as set out and attached to this agreement below.

Contract Terms: means these contract terms from clause 1 to 33 (inclusive)

Data Protection Legislation: means (i) the General Data Protection Regulation (Regulation (EU) 2016/679), the Data Protection Act 2018, including Part 3 which implements the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time.

Employer: the employer which enters into a contract with a Training Provider to commission Training (a) for its own Apprentices and / or (b) on behalf of a Connected Employer for the Connected Employer's Apprentices, to be funded through the Employer's Apprenticeship Service Account.

Employer Co-Investment: a financial contribution towards the cost of Training which is payable by the Employer to the Training Provider in accordance with the Funding Rules.

Employer's Representative: means the person stated as the Employer's representative in the Contract Particulars or notified to the Training Provider from time to time

End-Point Assessment: the independent assessment of the Apprentice's knowledge, skills and behaviours carried out by an End-Point Assessment Organisation, after the Apprentice has passed their gateway assessment, to confirm that they have met the requirements of any relevant Apprenticeship Standard.

End-Point Assessment Organisation: any organisation on the Register of End-Point Assessment Organisations which is selected by an Employer and contracted by a Training Provider to carry out End-Point Assessment.

Equalities Legislation: The Equality Act 2010 and any other law, enactment, order, or regulation relating to discrimination whether in race, gender, religion, disability, sexual orientation, age or otherwise in employment.

ESFA: the Secretary of State for Education, acting through the Education and Skills Funding Agency, an executive agency of the Department for Education, whose principal address is at Cheylesmore House, Quinton Road, Coventry, CV1 2WT.

Funding: the funding paid to the Training Provider on behalf of the Employer towards the cost of Training and End-Point Assessment in accordance with this Agreement.

Funding Rules: the ESFA's rules for funding Apprenticeships published on GOV.UK <https://www.gov.uk/guidance/apprenticeship-funding-rules> as revised and amended from time to time.

Guidance: any applicable guidance or directions with which the Employer is bound to comply.

Health and Safety: procedures intended to prevent accident or injury in workplaces or public environments.

Incentive Payment: means an incentive payment made available to employers and paid to training providers on employers' behalf by the ESFA and incentive payments made available to employers and paid to employers by the ESFA via the Apprenticeship Service Account.

Insolvency Event: means any of the following circumstances:

- a) a party suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of any relevant provision of the Insolvency Act 1986;
- b) a party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors (other than for the sole purpose of a bona fide reconstruction or amalgamation);
- c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the relevant party (other than for the sole purpose of a bona fide reconstruction or amalgamation);
- d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of the relevant party's business or assets;
- e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
- f) any event occurs, or proceeding is taken, with respect to the relevant party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) - (e)(inclusive); or
- g) the relevant party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

Intellectual Property Rights: all patents, trademarks, logos (including the Apprenticeships Logo), copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Law: means all statutes, statutory instruments, regulations, byelaws, rules, judicial rulings and orders made under any statute, directive or by any competent legislative or judicial body in England and Wales

Legislation: means any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, and any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom.

Mandatory Policies: means the policies of the Training Provider set out in Schedule 2 or made known to the Employer from time to time.

Practical Period End Date: means the date on which the last Apprentice successfully completes the practical training period and passes gateway assessment ahead of the End-Point Assessment.

Prohibited Act: means:

- a) offering, giving or agreeing to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward for:
 - i. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Crown; or
 - ii. showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Crown;
- b) entering into this Agreement or any other contract with the Crown where a commission has been paid or has been agreed to be paid by the Employer or on its behalf, or to its knowledge, to a servant of the Crown unless before the relevant contract is entered into particulars

of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the ESFA;

- c) committing any offence:
 - i. under the Bribery Act;
 - ii. under legislation creating offences in respect of fraudulent acts; or
 - iii. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Crown; or
- d) defrauding or attempting to defraud or conspiring to defraud the Crown.

Register of End-Point Assessment Organisations: the online register of End-Point Assessment Organisations from which the Employer may select an organisation to carry out the End-Point Assessment of Apprentices.

Register of Apprenticeship Training Providers: means the register maintained by the ESFA of organisations qualified to receive Funding from the ESFA to deliver Apprenticeships.

Safeguarding: action taken to protect vulnerable groups including children and young people from any type of harm from adults or other children.

Services: the provision of training services in respect of the Apprenticeship Programmes, as further detailed in Schedule 1

Spend Controls: the controls applied to manage the availability of Funding through the Apprenticeship Service as set out in the Funding Rules.

Subcontractor: means a person or organisation selected by the Employer and the Training Provider to deliver part of the Training on behalf of the Training Provider under this agreement

Term: means the duration of this Agreement as set out in Clause 2.1.

Training: means the delivery of training and on-programme assessment by the Training Provider to one or more Apprentices

Training Provider: an organisation listed on the Register of Apprenticeship Training Providers which has a contract with the Employer to provide Training to one or more Apprentices.

Training Provider's Representative: means the person stated as the Training Provider's representative in the Contract Particulars or notified to the Employer from time to time

Unfunded Charges: means such parts of the Charges that have not been recovered from the ESFA for any reason other than the default of the Training Provider

Working Day: means Mondays to Fridays (inclusive) in each week, excluding bank and other public holidays in England.

VAT: means value added tax at the rate prevailing at the time of the relevant supply charged in accordance with the provisions of the Value Added Tax Act 1994

Background

A. This Agreement sets out the terms for use of the Apprenticeship Service by the Employer and the obligations by which the Employer agrees to be bound.

B. This Agreement applies to all employers including those that pay the Apprenticeship Levy as well as those employers that do not pay the Apprenticeship Levy.

1. Agreed Terms

- 1.1. Terms in this Agreement which are defined have the first letter of each word capitalised and are set out in the Definitions and Interpretation provided above.
- 1.2. Unless the context requires otherwise, words in the singular shall include the plural and in the plural shall include the singular.
- 1.3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.4. A reference to a person or body includes a reference to its successor.
- 1.5. A reference to the Employer shall also include a Connected Employer unless the context requires otherwise and the actions and non-actions of a Connected Employer shall be deemed to be the actions and non-actions of the Employer.
- 1.6. 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.

2. Commencement and Duration



2.1. This Agreement will start on the date the Employer enters into this Agreement on <https://www.gov.uk/government/publications/agreement-between-an-employer-and-the-education-and-skills-funding-agency-esfa/esfa-apprenticeship-agreement-for-employers-for-use-of-the-apprenticeship-service-to-access-funded-apprenticeship-training> and will continue in force unless terminated earlier as set out in Clause 14.

2.2. By entering into this Agreement, the Employer is agreeing to be legally bound by its terms and conditions.

3. Purpose and Use of Funding

3.1. Subject to Funding being available and any applicable Spend Controls, the Employer, or the Training Provider on behalf of the Employer, may access Funding for an Apprenticeship through the Employer's Apprenticeship Service Account.

3.2. The Employer acknowledges and accepts that the Funding which is made available through the Employer's Apprenticeship Service Account is solely to support the Training and End-Point Assessment of Apprentices.

3.3. The use of Funding must at all times comply with the Funding Rules.

4. Payments and Approvals

4.1. The Employer and Training Provider must agree the Apprenticeship Details before the Apprenticeship begins and this information must be recorded on the Apprenticeship Service Account.

4.2. In order for the ESFA to pay the Training Provider, the Employer or the Training Provider, on behalf of the Employer, must keep the Apprenticeship Details up to date on the Apprenticeship Service and the Employer must use the Apprenticeship Service to approve the Apprenticeship Details.

4.3. The ESFA will check the Apprenticeship Details submitted by the Training Provider against the information on the Apprenticeship Service. If the Apprenticeship Details do not match, or the Employer has not approved the Apprenticeship Details on the Apprenticeship Service, the ESFA will not make the payment to the Training Provider.

4.4. The ESFA reserves the right to change or discontinue all or any part of the Apprenticeship Service at any time.

4.5. The ESFA reserves the right to limit or remove an Employer's access to the Apprenticeship Service if there are reasonable grounds for concluding that the Employer has breached this Agreement and / or the Funding Rules.

4.6. The Employer agrees to pay the Training Provider directly for any Employer Co-Investment which is payable in accordance with the Funding Rules and for any unfunded charges which is inclusive of any End Point Assessment resit fees.

4.6.1. The qualifying period for apprenticeships is 42 days. If the apprentice leaves before the end of the qualifying period no funding will be payable. The qualifying period may be shortened where the learner returns following a break in learning.

4.7. The Employer agrees that the apprentice cannot be asked to contribute financially to the cost training, on programme or end point assessment. This includes either where the apprentice has completed the programme successfully or has left the programme early.

4.8. Where the Employer's liability to pay Employer Co-Investment occurs after the cost of Training has been paid in full from the Apprenticeship Service Account, (for example, where a change in the Employer's tax liability reduces the amount of Funding that was previously in the Apprenticeship Service Account), the Employer agrees to pay upon request the Employer's Co-Investment to the ESFA.

4.9. Subject to the Employer providing the bank account details of the company or other legal person that employs the relevant Apprentice, the Training Provider shall pay to the Employer any Incentive Payments received from the ESFA on behalf of the Employer within thirty (30) days of receipt or such other timescale as may be specified in the Funding Rules. It is the employer's responsibility to check with the provider to ensure all measures are in place to facilitate payment of incentive payments both via the Training Provider and via the Apprenticeship Service Account.

5. Requirements

5.1. An Employer must:

5.1.1. ensure that information on the Apprenticeship Service Account is accurate and that it is kept up to date, including the review and approval of information entered by the Training Provider on the Employer's behalf and liaising with the training provider to ensure deadlines for claiming incentives are met;

5.1.2. comply at all times with the Funding Rules;

5.1.3. assist and co-operate with the Training Provider and / or End-Point Assessment Organisation to enable them to deliver the Training in compliance with the Funding Rules and the contract for services entered into between the Employer and the Training Provider, including ensuring that the apprentice spends at least 50% of their working time in England;

5.1.4. pay the Employer Co-Investment promptly when it is liable to pay it and as agreed with the Training Provider;

5.1.5. promptly inform the ESFA by contacting the Helpdesk 08000 150600 or helpdesk@manage-apprenticeships.service.gov.uk of any concerns that the Employer might have about the Training delivered to the Apprentice and / or the Training Provider;

- 5.1.6. have procedures in place to deal with conflicts of interest in relation to the Apprenticeship Training;
- 5.1.7. have procedures and processes in place to deal with the prevention of fraud and / or administrative malfunction;
- 5.1.8. upon request, supply the Training Provider with any information it may reasonably require in relation to any Apprentice or the delivery of Training;
- 5.1.9. have a contract for services with a Training Provider for the provision of Training
- 5.1.10 immediately notify the Training Provider if the Apprentice informs the Employer that they no longer wish to continue with the Apprenticeship;

Apprentice(s) must:

- 5.1.11 inform the Training Provider of any change in the Employer's or any Apprentice's circumstances which might affect the Training, the Funding or any other issue connected with the contract for services within 10 Working Days;
- 5.1.12. ensure all financial and other information disclosed to the ESFA is true and accurate;
- 5.1.13. ensure that it has the appropriate registrations with the Information Commissioner's Office for controlling and / or processing data and that it maintains them for the duration of this Agreement;
- 5.1.14. adhere to the Computer Misuse Act 1990;
- 5.1.15. comply with Legislation and Guidance relating to Health and Safety and Safeguarding;
- 5.1.16. not commit a Prohibited Act.

5.2. A Training Provider must:

- 5.2.1 The Training Provider shall deliver the Services to the Employer:
 - i. in accordance with and for the duration of the relevant Apprenticeship Programme;
 - ii. using reasonable skill and care;
 - iii. in compliance with the Funding Rules;
 - iv. in compliance with the Law and associated codes and guidance from time to time in force.
- 5.2.2 The Training Provider shall enter into written agreements with all relevant:
 - i. Subcontractors; and
 - ii. Apprentice Assessment Organisations;
 as specified in the relevant Apprenticeship Programme.
- 5.2.3 The Training Provider shall monitor the quality of Training delivered by a Subcontractor through such means as it considers appropriate including regular meetings, audits and observations of teaching, learning and assessment.
- 5.2.4 Subject to the Employer fulfilling the obligations set out in clause 4, the Training Provider shall use its reasonable endeavours to recover sums in respect of the Charges from the ESFA.

6. Information, Audit and Reporting

- 6.1. The Employer shall, upon request, supply any documents, information, data, reports, accounts, records or written or verbal explanations whether held in physical and / or electronic form which may be reasonably required by the ESFA or its authorised representatives or auditors in connection with this Agreement or the Apprenticeship Service, including in relation to any Apprentice, Training Provider or PAYE scheme of the Employer.
- 6.2. The Employer shall assist and co-operate with the ESFA in relation to any audit or investigation and shall grant the ESFA or its authorised representatives or auditors access to its premises at any reasonable time, with or without notice, to examine, remove and / or copy any relevant documents and records (including electronic records) and to interview the Employer's and any Connected Employer's employees or staff carrying out activities in connection with this Agreement or any Apprentice receiving Training under this Agreement.

7. Intellectual Property Rights

- 7.1. The ESFA and the Employer agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the ESFA or the Employer before the Commencement Date or developed by either party during the Term of this Agreement, shall remain the property of that party.
- 7.2. Subject to Clause 7.3 below, the Employer may not use any Intellectual Property Rights belonging to the ESFA or the Crown without prior written consent from the ESFA.



7.3. The Employer may use the Apprenticeships Logo for the purposes of advertising and marketing its Apprenticeships without obtaining prior consent from the ESFA.

7.4. Where the ESFA has allowed the Employer to use any of its Intellectual Property Rights in connection with this Agreement, the Employer shall immediately cease to use such Intellectual Property Rights upon request or upon termination of this Agreement.

7.5. In the event of Clause 7.4 applying, the Employer must at the election of the ESFA either return or destroy such Intellectual Property Rights as requested by the ESFA and, where relevant, shall put arrangements in place to ensure that any Connected Employer also complies with the provisions of this Clause 7.

8. Confidentiality

8.1. Subject to Clause 9 (Freedom of Information), each party shall during the Term of this Agreement and afterwards keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement. Each party shall not disclose the same to any person except to the extent necessary to perform its obligations in accordance with the terms of this Agreement or except as expressly authorised in writing by the other party.

8.2. The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

8.2.1. at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;

8.2.2. is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

8.2.3. is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

8.3. As an exemption to the duty of confidentiality set out in this Clause 8, the ESFA may disclose confidential information obtained from the Employer:

8.3.1. to any other Central Government Body, Non-Departmental or Quasi Government Body or agency, central or local;

8.3.2. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement; or

8.3.3. to any professional adviser, consultant, contractor or other person engaged by the ESFA directly in connection with this Agreement, provided that such information is treated as confidential by the receiving party.

8.4. The Employer shall, where relevant, put in place arrangements for ensuring that any Connected Employer complies with the provisions of this Clause 8 as though it were a party to this Agreement.

9. Freedom of Information

9.1. The Employer acknowledges that the ESFA is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).

9.2. The Employer will:

9.2.1. provide all necessary assistance and co-operation as reasonably requested by the ESFA to enable the ESFA to comply with its obligations under the FOIA and EIRs;

9.2.2. transfer to the ESFA all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

9.2.3. within 5 Working Days (or such other period as the ESFA may specify) of the ESFA's request for information, provide the ESFA with a copy of all information belonging to the ESFA that is in the Employer's possession or control and is relevant to the request; and

9.2.4. not respond directly to a request for information unless authorised in writing to do so by the ESFA.

9.3. The Employer acknowledges that the ESFA may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Employer. The ESFA shall take reasonable steps to notify the Employer of a request for information to the extent that it is permissible and reasonably practical for it to do so. Nonetheless and regardless of any other provision in this agreement, the ESFA shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and / or the EIRs.

9.4. Where the Employer is also subject to the requirements of FOIA and the EIRs, the ESFA agrees to assist and co-operate with the Employer in relation to any request for information, in the same manner described in Clauses 9.1 to 9.3 above.

9.5. The Employer shall, where relevant, put in place arrangements for ensuring that any Connected Employer complies with the provisions of this Clause 9 as though it were a party to this Agreement.

10. Data Protection

10.1. The Employer shall comply with the Data Protection Legislation.

10.2. The Employer shall make arrangements for ensuring that any person that is working with them or for them including employees, consultants, freelance workers and Connected Employers complies with the Data Protection Legislation.

10.3. The Employer shall notify the Training Provider of any suspected or actual breach of Apprentice personal data.

11. Anti-Discrimination

11.1. The Parties shall not unlawfully discriminate within the meaning and scope of Equalities Legislation.

11.2. The Employer shall take all reasonable steps to make sure that all people and bodies involved on behalf of the Employer in delivering the Training comply with Clause 11.1.

12. Limitation of Liability

12.1. Subject to Clause 12.3, the ESFA accepts no liability whatsoever for any consequences, whether direct or indirect, that may come about as a result of the actions and / or omissions of the Employer or a Connected Employer in relation to this Agreement, or their respective obligations to third parties, including but not limited to under a contract for services between the Employer and a Training Provider.

12.2. The Employer on behalf of itself and any Connected Employer shall indemnify and not hold the ESFA and the people or bodies working on its behalf responsible for any claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising or incurred as a result of this Agreement including but not limited to under a contract for services between the Employer and a Training Provider.

12.3. Neither party seeks to limit or exclude its own liability for death or personal injury caused by its own negligence, fraud, fraudulent misrepresentation or any other liability which cannot be limited or excluded by law.

12.4. Subject to Clauses 12.1 and 12.3 above, the ESFA's liability under this Agreement is limited to paying the Funding in accordance with the Funding Rules.

13. Withholding, Suspension and Repayment of Funding

13.1. Without prejudice to the ESFA's other rights and remedies, the ESFA may at its discretion withhold or suspend payment of Funding for the Training if:

13.1.1. the Employer materially breaches any of the terms or conditions set out in this Agreement;

13.1.2. the ESFA becomes aware of any fraud, financial irregularity, dishonesty or negligence by the Employer, or the Training Provider in connection with this Agreement;

13.1.3. any employee or other individual carrying out activities on behalf of the Employer or a Connected Employer has (a) acted dishonestly or negligently at any time in connection with this Agreement or (b) taken any actions which, in the reasonable opinion of the ESFA, bring or are likely to bring the ESFA's name, brand or reputation or the Apprenticeships brand into disrepute;

13.1.4. the Employer was not entitled to Funding under the Funding Rules in relation to one or more Apprenticeship;

13.1.5. there occurs, in respect of the Employer or a relevant Connected Employer, any Insolvency Event or Change of Control which, in the reasonable opinion of the ESFA, may affect the Employer's ability to comply with its obligations under this Agreement;

13.1.6. the Employer fails to comply with any of the terms and conditions set out in this Agreement (including requirements in the Funding Rules) and fails to rectify any such failure within 30 days of receiving written notice detailing the failure;

13.2. The ESFA reserves the right to recover from the Employer any Funding paid to a Training Provider where the payment of Funding or any arrangement between the Employer and the Training Provider breaches the Funding Rules or the entitlement to Funding was based on wrong, inaccurate or misleading information. The ESFA will act reasonably and proportionately in exercising its discretion to recover any sum from the Employer under this clause.

13.3. The ESFA may retain or set off any sums owed to it by the Employer which have become due and payable against any sums due to the Employer under this Agreement or any other agreement which the Employer has with the ESFA.

13.4. The Employer shall make any payments due to the ESFA without any deduction.

14. Termination

14.1. Without prejudice to the ESFA's other rights and remedies, the ESFA may terminate this Agreement with immediate effect by giving written notice to the Employer if:

14.1.1. the Employer commits a breach of any of Clauses 5.1.9 to 5.1.15;

14.1.2. the Employer commits a breach of this Agreement which is irremediable or which it fails to remedy before the deadline specified in a written request from the ESFA requiring the breach to be remedied;

14.1.3. the Employer 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;

14.1.4. the Employer commits a material breach of any term of this Agreement including but not limited to Clauses 5.1.1 to 5.1.8;

14.1.5. the ESFA becomes aware of any fraud or financial irregularity by the Employer or a Connected Employer in connection with this Agreement or any other Agreement with the Crown;

14.1.6. any employee or other individual carrying out activities on behalf of the Employer or a Connected Employer has (a) acted dishonestly or negligently at any time in connection with this Agreement or (b) taken any actions which, in the reasonable opinion of the ESFA, bring or are likely to bring the ESFA's name, brand or reputation or the Apprenticeships brand into disrepute;

14.1.7. any Insolvency Event or Change of Control which, in the reasonable opinion of the ESFA, may affect the Employer's ability to comply with its obligations under this Agreement.

14.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement for any reason by giving not less than 30 days' notice in writing to the other party, or such shorter or longer notice period as may be mutually agreed in writing between them.

14.3 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

14.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

14.3. Following the termination of this Agreement, the following clauses shall remain in full force and effect: Schedule (Definitions and Interpretation), 6 (Information, Audit and Reporting), 7 (Intellectual Property Rights), 8 (Confidentiality), 9 (Freedom of Information), 10 (Data Protection), 12 (Limitation of Liability), 13 (Withholding, Suspension and Repayment of Funding), 18 (Notices), 19 (Dispute Resolution), 21 (Joint and Several Liability) and 22 (Governing Law).

15. Assignment

15.1. The Employer may not, without the prior written consent of the ESFA, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and / or the burden of this Agreement.

16. Variation

16.1. The ESFA fully reserves the right to vary the terms of this Agreement. The Employer will be asked to confirm its acceptance of the new terms and conditions through the Apprenticeship Service Account.

17. Waiver

17.1. No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

18. Notices

18.1. All notices and communications in relation to this Agreement shall be in writing and personally delivered, emailed, or sent by first class post to the address of the relevant party, as referred to above or in the case of an email address or correspondence address, as notified by the relevant party in writing. The notice or communication will be considered delivered as follows:

18.1.1. if personally delivered, when handed over to the addressee;

18.1.2. if sent by email, on the day the email is sent if sent on a Working Day and before 5.00 pm, otherwise the email will be considered delivered at 9.00 am on the next Working Day;

18.1.3. if sent by first class post, on the second Working Day after the day on which it is posted.

19. Dispute Resolution

This clause 19 shall have effect provided that where the Contract Particulars state that the Training Provider has its own Complaints Procedure, such Complaints Procedure shall take precedence over and be completed prior to the process set out in clauses 19.1 to 19.3 is commenced.

19.1 In the event of a dispute arising between the parties in relation to this agreement, either party may serve written notice on the other stating the nature of the dispute (a Dispute Notice).

19.2 After service of the Dispute Notice, the following procedure shall be followed by the parties (all periods specified in this clause 7.2 shall be extendable by mutual agreement):

19.2.1 within five (5) days, the Training Provider's Representative and the Employer's Representative shall meet to attempt to settle the dispute (each party acting in good faith);

19.2.2 if the Training Provider's Representative and the Employer's Representative are unable to reach a settlement within twenty one (21) days from the date of service of the Dispute Notice, the chief executive officers of each of the parties shall meet within the following fourteen (14) days to attempt to settle the dispute; and

19.2.3 if no settlement results from the meeting specified in clause 7.2.2, for the following fifty six (56) days the parties shall attempt to settle the dispute by mediation (in accordance with the CEDR Model Mediation Procedure) by an independent mediator appointed by CEDR unless otherwise agreed between the parties, with costs to be shared equally between the parties.

19.3 If no settlement is reached under clause 7.2 the dispute shall be determined by the English High Court and the parties submit to the exclusive jurisdiction of such court for such purposes.

19.4. In addition to the process set out in clauses 19.1 to 19.3, any complaint or dispute arising in relation to this Agreement shall be resolved in accordance with ESFA's official complaints procedure which can be accessed at <https://www.gov.uk/government/organisations/education-and-skills-funding-agency/about/complaints-procedure>.

20. No Partnership or Agency

20.1. This Agreement shall not create any partnership or joint venture between the ESFA and the Employer, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

21. Joint and Several Liability

21.1. Where the Employer is not a company nor any other separate legal entity, the individuals who enter into and sign this Agreement on behalf of the Employer shall be jointly and severally liable for the Employer's obligations and liabilities arising under this Agreement.

21.2 Each party shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by that party, arising out of the its performance of the agreement, including death or personal injury, loss of or damage to property or any other loss.

21.2.1 The terms of any insurance or the amount of cover shall not relieve the insured party of any liabilities under this agreement.

22. Governing Law

22.1. This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.

23. Change Protocol

23.1 In the event either party (acting reasonably) requires a change (Change) to this agreement, the parties shall discuss any such Change proposed by the other and such discussion shall result in a written request for a Change being submitted by the requesting party to the other party.

23.2 The parties shall work together in good faith to assist the requesting party in preparing a written recommendation for a Change which shall set out:

- i. the title of the Change;
- ii. the originator and the date of the request;
- iii. the reason for the Change;
- iv. the full details of the Change, including any specification or service standards;
- v. the price, if any, of or associated with the Change;
- vi. a timetable for implementation;
- vii. the impact, if any, of the Change on other aspects of this agreement, including contractual documentation and resources;
- viii. provision for signature of the request by all parties to signal acceptance of the Change; and
- ix. any other relevant information reasonably requested by any party.

23.3 If approved, each party shall sign the written recommendation. The signing of the written recommendation shall signify acceptance of a Change by the parties.

23.4 Once signed by both parties, the Change shall be immediately effective and the parties shall perform their respective obligations on the basis of the agreed amendment.

23.5 Where in the reasonable opinion of the Training Provider a change to one or more of the Apprenticeship Programmes is required in order to comply with ESFA rules, guidance or instructions issued from time to time (an ESFA Change), the Training Provider shall notify the Employer in writing of the ESFA Change and the ESFA Change shall have effect from such date as may be stated in such notice. Any additional costs reasonably incurred by the Training Provider arising from the ESFA Change shall be payable by the Employer and shall be deemed to be incorporated into the Charges.

24. Safeguarding

24.1 The Employer acknowledges that the Training Provider has a statutory duty to safeguard and promote the welfare of individuals under the age of 18 years old and vulnerable adults over the age of eighteen (18) years old pursuant to the Children Act 2004 and the Safeguarding Vulnerable Groups Act 2006.

24.2 The Employer shall and shall ensure that the Employer's employees, contractors and agents:

- i. comply with the requirements of the Children Act 2004 and the Safeguarding Vulnerable Groups Act 2006 to the extent that they apply to the Employer; and
- ii. confidentially report to the Training Provider's designated senior person from time to time, any concerns relating to an Apprentice or other learner enrolled with the Training Provider, employee, agent or contractor of the Training Provider.

24.3 The Employer shall by signing this agreement, be deemed to have read the Training Provider's policy and guidance relating to safeguarding and will comply with its contents at all times.

24.4 The Employer shall at all times comply with the Counter Terrorism Bill and the Training Provider's measures to address radicalisation of Apprentices and the Prevent Strategy. The Employer will also comply with the Training Provider's Modern Slavery policy and its approaches to promote British Values.

25. Health and Safety

25.1 The parties shall perform their obligations under this agreement (including those in relation to the Services) in accordance with:

- i. all applicable Law regarding health and safety; and
- ii. 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).

25.2 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 or arise in connection with the performance of this agreement. Each party shall adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

26. Force Majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for one ninety (90) days or more, the party not affected may terminate this agreement by giving thirty (30) days' written notice to the other party.

27. Provisions to Remain in Force

If any term, condition or provision of this agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in this agreement.

28. Counterparts

This agreement may be executed and delivered in any number of counterparts, each of which so executed will be an original, but together will constitute one and the same instrument.

29. No Double Recovery

Notwithstanding any other provisions of this agreement, no party shall be entitled to recover compensation or to make a claim under this agreement in respect of any loss that it has incurred to the extent that it has already been compensated in respect of that loss pursuant to this agreement or otherwise.

30. Further Assurance

Each party shall do all things and execute all further documents necessary to give full effect to this agreement.

31. Severability

If any provision of this agreement shall be declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability or legality of the remaining provisions of this agreement.

32. Governing Law



This agreement and any non-contractual obligation arising out of it is subject to the laws of England and the parties agree that any disputes between the parties shall be subject to the exclusive jurisdiction of the courts of England.

33. Third Party Rights

No term of this agreement is intended to give any entitlement as against any party to any person who is not a party to this agreement and no term of this agreement may be enforced by any person other than a party to this agreement under the Contracts (Rights of Third Parties) Act 1999.

SIGNATORIES

By signing below:

- I hereby declare that I have taken all reasonable measures to ensure that the information contained in this document is correct
- I hereby confirm that I am authorised by the employer to commit to the payment of fees
- I hereby confirm that I am authorised and agree to the apprenticeship programme outlined above and all associated contract terms and conditions

The information provided in this agreement will be validated by the ESFA through the records held at HMRC. It is the employer's responsibility to ensure that the information they have provided matches with those records. In the event that a conflict is identified between the information provided in this agreement and that provided to HMRC then all parties to this agreement commit to take any reasonable actions to resolve it.

SIGNED on behalf of the Bridgwater and Taunton College:

DocuSigned by:

Matt Tudor

0C22E4BC510B418...

Matt Tudor

Vice Principal, Strategy & Partnerships

9/10/2023 | 11:36 BST

Date Signed:

DocuSigned by:

SIGNED on behalf of the EMPLOYER:

Chris Gordon

4FC7A23F0EE5406...

Chris Gordon

Print Name

16/10/2023 | 09:33 BST

National Co-Ordinator

Date Signed:

Position