



**This apprenticeship agreement is made between:**

	Name	Address
Lead Provider:	Big Creative Training	BCE Uplands House Blackhorse Lane Walthamstow London E17 5QJ
Employer:	<EMPLOYER NAME>	<EMPLOYER ADDRESS>
Apprentice:	<APPRENTICE NAME>	<APPRENTICE ADDRESS>

The Commencement date of this agreement is <START DATE>

### 1. Definitions

In these Terms the following definitions apply:

#### 1.1 Lead Provider

Big Creative Training is responsible for all aspects of the delivery of the apprenticeship programme including support of trainers / assessors, and quality monitoring to ensure successful completion of the apprenticeship programme.

Their responsibilities are set out in further detail in both this document and the individual commitment statement for each apprentice.

Big Creative Training has contracted with the appropriate Government Body (ESFA) to provide a work based learning programme (the training programme). The object of this training programme shall be the completion of the appropriate Apprenticeship programme, as laid down in the Commitment Statement for each individual Apprentice.

#### 1.2 Apprentice

The Apprentice is the person either Introduced by Big Creative Training to the Employer for an Apprenticeship or existing staff members, who wish to undertake any Apprenticeship delivered by the Big Creative Training or one of its partners (delivery provider).

#### 1.3 Employer

The Employer is the company that employs the Apprentice.

They will be responsible for enabling the delivery of the apprenticeship programme including on the job and off the job training.

They are responsible for completing and signing all relevant apprenticeship documents in regards to the terms of employment and any payments that are required.

Employers responsibilities are set out in further detail both in this document and the individual commitment statement for each apprentice.



#### **1.4 Education & Skills Funding Agency (ESFA)**

ESFA is the single funding agency accountable for funding education and training for children, young people and adults, it is an executive agency, sponsored by the Department for Education.

#### **1.5 Office for Standards in Education, Children's Services and Skills (Ofsted)**

Ofsted is the independent body responsible for the inspection and regulation of services that care for children and young people, and services providing education and skills for learners of all ages.

#### **1.6 Common Inspection Framework (CIF)**

The common inspection framework sets out the principles that apply to inspection by Ofsted and the main judgements that inspectors make when conducting inspections

### **2. Employer Agreement**

#### **2.1 Supervision**

It shall be the responsibility of the Employer to ensure that all apprentices participating in the elements of the training programme have a named and competent supervisor and that they will be supervised throughout the duration of the training.

#### **2.2 Health, Safety and Wellbeing**

It shall be the responsibility of the Employer to ensure that all apprentices participating in the elements of the training programme provided by the Employer are covered by policies of Employers Liability Insurance (compulsory) and where required by Public Liability Insurance. Copies of these certificates are to be supplied to Big Creative Training upon request.

It is the responsibility of the Employer to ensure that their premises are registered with the relevant authority for Health and Safety purposes and that all relevant legislation is complied with.

The Employer shall provide participating apprentices with a healthy working environment, adequate welfare facilities and safe equipment. They shall ensure that safe systems of work exist and are followed and that adequate emergency arrangements exist and are understood by all participants. Risk assessments (including Young Person's risk assessment where required) shall be completed and maintained as required by legislation. The Employer will co-operate fully in the Health, Safety and Safeguarding assessment conducted by Big Creative Training and carry out any follow up action in a timely manner.

Where an apprentice taking part in the programme has been absent from elements of the training programme provided by the Employer, or has attended hospital, as a result of his or her suffering personal injury or developing a disease in consequence of attendance by him or her on the programme, the Employer shall immediately notify Big Creative Training and shall also record and notify such occurrences as required by [RIDDOR](#).

The Employer shall make available all records (including policies of insurance) relating to the operation of the elements of the training provided by the Employer, as requested by Big Creative Training or the Body, and allow reasonable access to Big Creative Training, Body, Department for Education, National Audit Office and EC staff. The Employer agrees that information provided by it may be passed to the Body and to other bodies with which the Body works. e.g. the Department for Education, Department for Business, Innovation and Skills, the Skills Councils, the EU. At no time will information be passed to organisations for marketing and sales purposes. From time to time employers are approached to take part in surveys by mail and phone, which are aimed at enabling the Body and its partners to monitor performance, improve quality and plan future provision.



### 2.3 Training and Development

The Employer will deliver an effective induction to participating apprentices on recruitment including adequate information and/or training on hours of work, breaks, holiday entitlement, wages, contract of employment, sickness procedures, disciplinary and grievance procedures, company Health and Safety policy and procedures, risk assessments, Equal Opportunities policy and procedure, prohibited areas and necessary personal protective equipment. The Employer shall provide all participating apprentices with information, instruction and training with regards to relevant legislation and good practice on an ongoing basis and as reasonably required by Big Creative Training or the Body.

The Employer shall pay his/her employees at the appropriate rate, with the provision that it shall not be less than the amount set out by current legislation.

The Employer shall monitor apprentice’s attendance at work and report any concerns to Big Creative Training.

The Employer shall ensure that an Apprenticeship Agreement is in place for all employees completing an apprenticeship programme. This can be part of the written statements of terms and conditions of employment issued to their employees which need to meet the statutory requirements and are issued within the statutory timescales.

#### 2.3.1 Holiday and annual leave

Employees who work a 5-day week receive at least 28 days paid annual holiday (this is the statutory leave entitlement) You should pro-rata this for part time workers.

### 2.4 Off the Job Training

The Employer shall ensure and support the learner to spend at least 20% of their time on programme on ‘off the job training’ within their usual working hours.

Off-the-job training (OTJT) is defined as learning which is undertaken outside of the normal day-to-day working environment and leads towards the achievement of an apprenticeship. It can take place at the BCT training Centre, employers premises or online.

OTJT is calculated as Hours worked Per Week x Working Weeks in a Year (46.4) x 20%

Please confirm the Weekly Contracted Hours for your Apprentice

The Apprenticeship training programme is delivered in a 12 month period on a roll on-roll off basis in order to prepare your apprentice for End Point Assessment (EPA)

Off the Job Training includes the following elements;

Off The Job Training	Time Allocated	Delivery Method
Face to face tutorials	2 days (13 hours per month)	BCT Training facility Creative Works
Online study Time spent writing assignments Preparation for Assessment Additional Learning Support	Flexible guided study Flexible guided study Flexible guided study 1-1 with BCT specialist staff	Undertaken during working hours
Mentoring at work Shadowing at work Industry Visits Industry Competitions	Flexible by agreement with employer and BCT work coach	Flexible and planned with your apprentice’s workplace assessor

## 2.5 On Programme Assessment

This assessment will consist of gathering a portfolio of evidence that covers the skills and behaviours of the apprenticeship standard. The apprentice will also participate in training sessions to cover knowledge and understanding aspects of the apprenticeship standard.

## 2.6 End Point Assessment (EPA)

Once the learner has completed 12 months in employment and has completed the knowledge modules, professional qualification and gathered sufficient evidence in their summative portfolio, they will be ready for end point assessment (known as the Gateway to End Point Assessment).

This end point assessment will take place through an independent assessment provider and may consist of elements such as:

- An interview – an end point assessment panel will question the learner on areas of their summative portfolio evidence that meets the standard
- Synoptic project – a short pre-defined project undertaken in a controlled environment
- Employer reference
- Summative portfolio

The Employer shall ensure that reasonable time and facilities are made available for employees undertaking the programme to gather material from work for their evidence portfolios and other work as may be necessary to complete their qualification(s) and to be observed undertaking their normal activities in the workplace.

The Employer agrees to see Big Creative Training's delivery staff, by appointment, approximately every 10-12 weeks and contribute to the progress review process. The Employer agrees to assist and cooperate with Big Creative Training to enable them to deliver the training in compliance with the ESFA Funding Rules and Ofsted Common Inspection Framework requirements. The employer further agrees, upon request, to supply Big Creative Training with any information they may reasonably require in relation to any Apprentice or the delivery of any training.

**2.6.1** If the apprentice fails to pass their end point assessment, the cost of any further re-sit will be split 50/50 between the employer and Big Creative Training.

Apprenticeship Standard	End Point Assessor	Re-sit Fee – 50%
Digital Marketer	City and Guilds	£975
Junior Content Producer	AIM Awards	£525
Visual Effects	AIM Awards	£525
Music Assistant	Instructus Skills	£325
Events Assistant	Professional Assessment Limited	£150

### End Point Assessment Costs

Big Creative Training confirm that the cost of End Point Assessment will not exceed 20% of the agreed training cost.

The below tables detail the elements eligible for funding from employer’s digital account or government/employer co- investment and necessary to meet Apprenticeship Programme.

Elements eligible for funding from employers digital account or government/employer co- investment and necessary to meet Apprenticeship Programme	Organisation Delivering Training	Organisation Delivering End Point Assessment	Start Date	Planned Completion Date
<APPRENTICESHIP PATHWAY>	BCT	<EPA PROVIDER>	<START DATE>	<END DATE>
Maths	BCT		<START DATE>	<END DATE>
English	BCT		<START DATE>	<END DATE>

### 2.7 Wages

The Employer agrees to pay the Apprentice at least the Apprenticeship UK National Minimum Wage of £4.30 for the first 12 months of the apprenticeship, from the start date.

The Employer agrees to pay the Apprentice the [UK National Minimum Wage](#) for any employment that extends beyond the initial 12 months.

The table below outlines the current UK National Minimum Wage rates, accurate as of March 2021.

	23 and over	21 to 22	18 to 20	Under 18	Apprentice
<b>April 2021 (new rate)</b>	£8.91	£8.36	£6.56	£4.62	£4.30

Apprentices should be paid via PAYE and all payments and related administration are the responsibility of the Employer. In the event of non-payment or withholding of wages the Lead Provider may seek legal recourse on behalf of the apprentice.

### 3. Lead Provider Agreement

#### 3.1 Health, Safety and Wellbeing

Big Creative Training shall ensure that the Health, Safety and Safeguarding assessment is conducted by a trained and competent member of staff. Advice on Health and Safety compliance and sources of



information will be provided to the Employer where agreed.

It shall be the responsibility of Big Creative Training to ensure that apprentices attending off-job training are provided with a healthy working environment, adequate welfare facilities and safe equipment. Big Creative Training will ensure that adequate supervision and emergency arrangements exist and that they are understood by all participants.

Big Creative Training will ensure that all training premises are registered with the relevant authority for Health and Safety purposes and that all relevant legislation is complied with. This includes completion and maintenance of risk assessments.

Big Creative Training will ensure that where legally required, staff have been CRB checked prior to delivery of the learning programme.

Big Creative Training shall provide a transparent system for dealing with compliments and complaints. Responses to complaints will comply with timescales set out in the procedure and levels of service as described in the Complaints Procedure.

Big Creative Training will take all reasonable steps to ensure the safeguarding of apprentices and we will support you if you have any concerns. If there is anything arising which gives you cause for concern about your wellbeing please let your tutor, assessor or course manager know immediately.

### **3.2 Training Delivery**

Big Creative Training shall provide information to the Employer regarding the Apprenticeship programme and agree clear and specific outcomes that will contribute directly to the successful achievement of the Apprenticeship (including accredited and non-accredited elements).

Apprenticeship programmes will be delivered through a variety of methods and may consist of; individual or group teaching, e-learning, distance learning, coaching, mentoring, feedback and assessment, collaborative/networked learning with peers or guided study as set out in each learners Individual Learning Plan.

#### **3.2.2 Workplace Assessor**

Big Creative Training agrees to assign a workplace assessor to conduct regular progress reviews, one-to-one support and provide up-to-date information regarding progress and academic achievement.

Appointments will be conducted with prior agreement of the Employer and Big Creative Training will ensure that notice of cancellation is given wherever possible. Staff will conduct themselves in a professional manner at all times.

An assessor will arrange the first workplace appointment and ILP (individual learning plan) session to take place within 2 weeks of the apprenticeship start date.

After this reviews will take place approximately every 10 – 12 weeks.

Big Creative Training will collect, use and retain information provided by the Employer in accordance with the Data Protection Act 2018. This includes treating and safeguarding all information as private and confidential and keeping safe all documentation, discs and other media recording. Big Creative Training will not disclose information without prior permission from the Employer. All data will be processed in line with the GDPR policy and privacy notices available at <http://www.bcepolicies.com/public-documents/>

### **3.3 Subcontracting**

If a subcontractor is used by Big Creative Training to provide any of the services agreed with the employer then Big Creative Training will monitor and manage said subcontractor (Delivery Provider) in accordance with ESFA funding rules.



## 4. Funding Process & Payment Schedule

### 4.1 Programme Funding

The cost of training and end-point assessment for this apprentice will be:

<APPRENTICESHIP COST>

The employer agrees to pay 5% of this cost (up to maximum funding band for each Apprentice).  
The government will contribute the remaining 95%.

The 95% government contribution will not exceed the funding band maximum for the apprenticeship regardless of any final price agreed between the employer and Big Creative Training.

#### 4.1.1 Small Employers Waiver

ESFA will waive the 5% co-investment requirement for employers with fewer than 50 employees if the apprentice is defined as a 16- to 18-year-old or a 19- to 24-year-old who is a care leaver or has an education, health and care plan.

This waiver only applies to the 5% co-investment element of the agreed price up to the value of the maximum funding band for the apprenticeship. Where the agreed price exceeds the maximum funding band the employer agrees to pay the additional cost of training in full and at such a time as set out in the payment schedule at Appendix B.

ESFA will continue to waive the 5% co-investment for an individual apprentice if the employer grows to 50+ employees after the start of the individual apprenticeship as the eligibility for the waiver is based on the status at the start of the apprenticeship with that employer.

ESFA define the number of employees as the number of people with a contract of employment. This must be calculated using the average number of employees with a contract of employment in the 365 days before the apprentice is recruited. If the average number of employees is 49 and the recruitment of apprentices takes this number to 50, the employer will still be eligible to receive this extra support. However, if the average number of employees is 50 and the recruitment of apprentices takes this number to 51, the employer will not be eligible to receive this extra support and will need to make the 5% co-investment contribution.

If the employer is eligible for the small employer extra support payment before any apprenticeship starts they must complete the small employer waiver declaration at Appendix D. The employer agrees to provide evidence that they employed an average of 49 or fewer employees in the 365 days before the apprentice was recruited should this be requested.

#### 4.1.2 Use of Funding

Funding provided via ESFA & 5% employer co-investment must only be used for activity directly related to the apprenticeship in that it must only be used to pay for training and assessment, including end-point assessment, to attain an apprenticeship that is eligible for funding up to the limit of the funding band. This includes the following:

- Off-the-job training through an externally-contracted provider or evidenced costs for employer-provider delivery.
- Registration and examination (including certification) costs associated with mandatory qualifications excluding any licence to practise.
- Planned on-programme assessment (progress reviews) and the formal end-point assessment costs including any costs associated with the completion certification for the apprenticeship.
- Distance, online or blended learning relating to the off-the-job training element of an apprenticeship.
- Materials (non-capital items) used in the delivery of the apprenticeship standard. By materials (non-



capital items) we mean the equipment or supplies necessary to enable a particular learning activity to happen. These items would not normally have a lifespan beyond the individual apprenticeship being funded.

- Any administration directly linked to the training and assessment, including end-point assessment.
- Funding to re-take mandatory qualifications or the end-point assessment, providing additional learning takes place.
- Accommodation costs for learning delivered through residential modules where the residential learning is a requirement for all apprentices.
- Costs of an apprentice taking part in a skills competition if the employer and provider have agreed that participation in the competition directly contributes to helping that individual achieve the apprenticeship standard.

The costs of taking part in any of the above activities are included in the negotiated price of training and end-point assessment, agreed between the employer, provider and apprentice assessment organisation. If this means the total price exceeds the maximum of the funding band, then the employer agrees to pay in full the difference between the band maximum and the agreed price.

Big Creative Training will manage the funding, including additional payments due on behalf of the employer and invoice(s) will be submitted to the Employer on the date(s) specified in the attached Schedules.

#### **4.1.3 Paying Contributions**

Big Creative Training offer a direct debit payment option to employers:

- Payment by 12 monthly instalments from commencement of the apprenticeship
- Payment can also be made in full or quarterly by arrangement with BCT finance department

These payments will be taken by direct debit. Big Creative Training will provide the employer with a direct debit instruction which must be completed and activated on receipt, this will be sent via e-mail on commencement of the apprenticeship.

The Employer agrees to make payments due in accordance with the agreed payment schedule as attached at Appendix B.

Prompt payment of contributions by the employer for training and assessment delivery and by Big Creative Training for additional employer payments are part of the principles of the partnership arrangements which support the apprenticeship. All parties are expected to make prompt payments in accordance with this written agreement and the schedule of payments secured herein at the start of the apprenticeship.

#### **4.2. English and maths**

Where an apprentice does not already hold a GCSE grade 4+ (A-C) in maths and/or English they will be required under ESFA rules to reach a basic level of English and maths, even where this is not a mandatory requirement for the apprenticeship.

The basic requirements are that for apprentices working towards a level 3 apprenticeship, they must achieve maths & English at Level 2 as a minimum.

The employer will not be required to contribute financially for the training of English and maths but must provide time and support to individuals to achieve these qualifications.

BCT will be directly responsible for the delivery and assessment of Maths & English programmes if required.

#### **4.3 Employer Incentive Payments**

The ESFA will generate incentive payments totalling £1,000 for the employer if the apprentice is defined as a 16- to 18-year-old or a 19-24-year-old who is a care leaver or has an education, health and care plan.



These payments will be split into two equal payments where the apprentice is still actively in learning at 90 days and 365 days, with evidence of this being present. Payments will be generated one month in arrears and Big Creative Training will arrange a BACs payment within 10 working days of receipt of said additional payment from ESFA provided a completed Employer Additional Payment Claim form has been submitted at the start of the individuals' apprenticeship, this form can be found at Appendix C.

#### **4.4 Supplement Fees (Music Assistant)**

Our Music Assistant standard has been tailored to meet the needs of an administration role within a music industry setting. We have adapted the content to ensure it reflects current working practices and developed additional criteria to ensure its relevance. Moreover, we have recruited music label and PR experts to deliver the course content and maximise the impact of learning. The cost of this resource is factored into the overall delivery and will be issued to BCT as a supplement fee alongside the cost of the business admin standard.

#### **4.5 Withdrawal Fees & Refunds**

In the event the learner withdraws from the programme, including termination of employment by the Employer, payment for the total cost of training up to the date of withdrawal, will be calculated pro-rata for time on programme. Where the total paid to date is greater than the pro-rata cost of delivery of the apprenticeship, the appropriate refund will be issued by Big Creative Training in line with ESFA requirements. Where the total paid is less than the pro-rata cost of the delivery to date an invoice will be issued to the Employer to cover the outstanding balance due and payment will be due 28 days from the date issued.

#### **5. Penalty Fees**

Big Creative Training will charge the Employer interest on the outstanding sum at the rate specified from time to time in the late payment of Commercial Debts (Interest) Act 1998 from the date the payment became due until actual payment is made irrespective of whether the date of payment falls before or after the date of any judgment or award in respect of the same.

#### **6. Confidentiality and Data Protection**

All information relating to an Apprentice is confidential and subject to the Data Protection Act 1998 ("DPA") and is provided solely for the purpose of providing training to the Apprentice. Such information must not be used for any other purpose nor divulged to any third party and the Employer undertakes to abide by the provisions of the DPA in receiving and processing the data at all times. In addition, information relating to Big Creative Training's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

#### **7. Liability**

Big Creative Training shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Employer arising from or in any way connected with Big Creative Training delivering training. For the avoidance of doubt, Big Creative Training does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

#### **8. Notices**

All notices which are required to be given in accordance with this Agreement shall be in writing. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission.

#### **9. Severability**

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.



## 10. Governing Law and Jurisdiction

These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

## 11. Complaints

Big Creative Training will deal with any complaints in an open and transparent manner with the view to resolving issues in line in the complaints policy which can be found at Appendix A.

## 12. Term and Termination

- This Agreement shall commence on the Commencement Date and shall continue unless and until terminated as provided by the terms of this Agreement.
- Either Party may terminate this Agreement on 30 days written notice to the other Party.
- The termination of this Agreement is without prejudice to the rights, duties and liabilities of either party accrued prior to termination
- The clauses in this Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination
- On termination or expiry of this Agreement howsoever arising:
  - outstanding monies due from the Employer to the provider for the period of employment only shall become immediately payable by the Employer and nothing further;
  - the Parties shall cease to promote, market or advertise the Apprenticeships; and
  - each party shall honour any outstanding services due to the other at the date of termination.
- Upon termination 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.
- Upon termination or expiry of this Agreement, 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 provider 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 this Agreement and shall not constitute a new agreement between the Parties.
- Upon termination for any reason or expiry, the employer agrees that they will be liable to pay a referral fee if employing the apprentice directly before the completion of the 12 month Apprenticeship Programme. This amount will be £5000 payable to BCT 30 days after the termination date of the apprentice.

## 13. Terms and Conditions of Training Agreement

These terms of business and the attached Schedule(s) constitute the contract between Big Creative Training (Lead Provider) and the Employer for the supply of Training, and are deemed to be accepted by the Employer by virtue of an agreement or the Engagement of an Apprentice.

These Terms contain the entire agreement between the parties and unless otherwise agreed in writing, these Terms prevail over any other terms of business or purchase conditions (or similar) put forward by the Employer.

No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Big Creative Training and the Employer and are set out in writing and a copy of the varied terms is given to the Employer stating the date on or after which such varied terms shall apply.

I can confirm I have read and agree with the contents of this Written Agreement and attached appendices and sign to acknowledge I accept and agree with the terms therein including appendices A – E:



Authorised to sign for and on behalf of Big Creative Training		Authorised to sign for and on behalf of the Employer	
Signature		Signature	
Name in Capitals	Michael Roberts	Name in Capitals	<EMPLOYER CONTACT>
Position	Employer Engagement	Position	<EMPLOYER POSITION>
Date	<START DATE>	Date	<START DATE>

## Appendix A - Complaints Policy

The Big Creative Training Complaints Policy & Procedure provides the framework within which anyone who has experienced dissatisfaction with the organisation is able to raise their concerns and also aid staff to effectively deal with complaints from learners, parents, customers, employers, contractors, local residents, visitors and others. It does not replace the organisation's procedures for academic appeals and disciplinary action those procedures should still be used where appropriate.

### Informal Stage

It is recognised that many concerns will be raised informally that can and should be dealt with immediately. Normally these concerns should be raised promptly and directly with the relevant tutor, assessor, internal quality assurer or manager/supervisor. Similarly concerns should be raised promptly and directly with the individual against whom there is a concern. In cases where this may not be possible, there are a number of people who could be approached. The aim is to resolve informal concerns quickly, keep matters low-key and enable mediation between the complainant and the individual to whom the matter has been referred. This is entirely appropriate where it can be achieved. However, if concerns are not satisfactorily resolved in this way Complainants may follow the Big Creative Trainings Formal Procedures for handling Complaints as specified below.

### Formal Stage Purpose

The formal procedures are intended to ensure that all complaints are handled fairly, consistently and wherever possible resolved to the complainant's satisfaction.

### Responsibility of Big Creative Training

Big Creative Training welcomes issues being brought to its attention to enable it to improve its services. We will respond to any dissatisfaction with its services fairly and promptly;

- You will receive an initial response to your complaint within 15 working days
- A further more detailed response should be made if appropriate.
- You may be offered a meeting with the parties involved if appropriate.
- You may appeal to the Head of Service Excellence within 20 working days if you are dissatisfied with the outcome.
- Information on how to take the complaint further will be provided if you are not satisfied with the response from Big Creative Training.
- The Service Excellence & Support Centre Should Log all complaints on our logging system for Formal and Informal complaints.

### Responsibility of the complainant

The complainant will be expected to:

- Bring their complaint to the attention of the Big Creative Training within 12 weeks after the complaint occurred.
- Explain the problem as clearly and as fully as possible, including any action taken to date.
- Allow the Big Creative Training to deal with the matter.
- Recognise that some circumstances may be beyond the control of the Big Creative Training.
- Confidentiality

Except in exceptional circumstances, every attempt will be made to ensure that both the complainant and the Big Creative Training observe the confidential nature of issues. However, the circumstances giving rise to the complaint may be such that it might not be possible to maintain confidentiality and each complaint will be judged on its own merit. Should this be the case, the situation will be explained to the complainant and/or their representative. In the case of young people raising a complaint who are aged below 18 the Big Creative Training are obliged to inform their parents/guardian.



## Appendix B - Payment Schedule

Company Name	<EMPLOYER NAME>		
Learner Name	<APPRENTICE NAME>	Date of Birth	<APPRENTICE DOB>
Start date	<START DATE>	Duration	12 months
Apprenticeship Programme	<APPRENTICESHIP PATHWAY>		
Lead Provider	Big Creative Training		
Delivery Provider	Big Creative Training		
Learner is aged 16-18 and meets overall Apprenticeship criteria *If yes then eligible for 16-18 additional payment & Appendix C must be completed	Yes *	<input type="checkbox"/>	No <input type="checkbox"/>
Employer is a small employer with less than 50 employees *If yes then eligible for small employer waiver & Appendix D must be completed	Yes *	<input type="checkbox"/>	No <input type="checkbox"/>

### Payment Information

Postal Invoice Address			
Postcode:			
Invoice Email Address:			
Accounts contact Name:			
Accounts contact No.:			
The overall cost of delivery including the cost of 'end point' assessment has been agreed as	<APPRENTICESHIP COST>		
Overall ESFA Funding Contribution (95% of maximum funding band / 100% with small employer waiver)	£		
5% Employer Co-Investment Contribution if no small employer waiver (excluding VAT)	£		
Additional Employer Contribution agreed (excluding VAT)	N/A		
Overall Employer Contribution (excluding VAT)	£		
Employer Contribution to be invoiced in full at commencement and collected in 12 monthly instalments via direct debit. <i>I agree to make payments by direct debit and will complete the attached Direct Debit Guarantee form.</i>	Yes	<input type="checkbox"/>	No <input type="checkbox"/>
DD Authoriser Name:			
DD Authoriser e-mail:			
DD Authoriser Telephone:			

Employer Name:	<EMPLOYER CONTACT>		
Employer Signature:		Date:	<START DATE>



**Appendix C - Employer Incentive Payment Claim Form**

I confirm that the <APPRENTICE NAME> below is aged 16-18 or is a 19- to 24-year-old who is a care leaver or has an education, health and care plan at the start of their apprenticeship.

Company Name	<EMPLOYER NAME>					
Lead Provider Name	Big Creative Training					
Learner Name	<APPRENTICE NAME>				Date of Birth	<APPRENTICE DOB>
Apprenticeship Programme	<APPRENTICESHIP PATHWAY>				Start Date	<START DATE>
Apprentice Category	16-18 Apprentice	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
	19-24 care leaver/EHCP Apprentice	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	

I understand that a payment of £500 will be paid at month 4 and month 13 following the start date of the apprenticeship provided the apprentice remains on programme, with active in-learning evidence being present.

I am aware that any payment due will be made using the account details given below & that it is my responsibility to inform Big Creative Training of any changes to bank detail information no later than 30 days prior to the payment being due.

The ESFA employer incentive is a government grant and as such Big Creative Training has to pass on the grant exclusive of VAT. Please do not include VAT on your invoice for the employer incentive.

Account Name:	
Bank Name:	
Bank Details:	Sort Code:
	Account Number:



## Appendix D - Small Employer Waiver Declaration

I confirm that the Company named below meets the criteria for the small employer co-investment waiver due to employing an average of less than 50 employees during the 365 days prior to the start date of the <APPRENTICE NAME> below and evidence of this can be provided.

I also confirm that the <APPRENTICE NAME> below is aged 16-18 or a 19- to 24-year-old who is a care leaver or has an education, health and care plan at the start of their apprenticeship.

Company Name	<EMPLOYER NAME>					
Lead Provider Name	Big Creative Training					
Learner Name	<APPRENTICE NAME>				Date of Birth	<APPRENTICE DOB>
Apprenticeship Programme	<APPRENTICESHIP PATHWAY>				Start Date	<START DATE>
Apprentice Category	16-18 Apprentice	Yes	<input type="checkbox"/>	No	x	N/A
	19-24 care leaver/EHCP Apprentice	Yes	<input type="checkbox"/>	No	x	N/A

Employer Name:	<EMPLOYER CONTACT>					
Position:	<EMPLOYER POSITION>					
Number of full time employees:						
Employer Signature:					Date:	<START DATE>

## Appendix E - Health and Safety

### Induction

A health and safety induction should be given to the Apprentice and include the following information:

- Participant's responsibility for their own, as well as others' safety at work
- Standard accident reporting procedures
- Where the first aid equipment is kept and person responsible
- What to do in the event of fire
- Fire exits and emergency evacuation procedures
- Fire extinguishers
- Introduction to any tools and machinery, identifying any potential hazards
- Any prohibitions explained by supervisor
- Lifting and handling
- Health and safety policy must be drawn to the attention of the participant
- Participants must be given a tour of the training premises, which highlights appropriate health and safety information at the start of the placement



### Reporting of accidents for placement providers

Notify the BCT Employment Manager on 020 3873 5800 immediately of any accident involving:

- The death of a participant or major injury
- Of any accident resulting in loss of physical or mental faculty
- Minor injuries should be recorded in the accident book

### Safeguarding

- Any member of staff who has concerns about a young person should make an immediate telephone referral to Ben Jolly on 07834 182 380. If Ben is not available, then the referral should be made to the BCT MD.
- Concerns may be raised either because of something a young person has disclosed or because you have noticed unusual behaviour or a change in their behaviour.
- If a young person asks you to keep a secret, you must not commit to this and you should let them know that anything they tell you that gives you concern will be reported.

### Equality and diversity

- BCT believes that all employees and course participants are entitled to be treated with respect.
- BCT is committed to achieving an environment which provides equality of opportunity and freedom from discrimination on the grounds of race, colour, nationality, ethnic origin, gender, marital status, disability, religious beliefs, age, appearance or sexual orientation.
- BCT is committed to actively opposing all forms of discrimination and will encourage full contribution from its diverse community

### Information sharing

- Information about a young person on programme should not be shared with anyone apart from a staff member. If a third party makes contact with regards to a young person please refer them to the programme manager without discussing the young person.

### Social media

- Connecting with course participants on social media has many benefits. Learners can engage with their tutors on a professional level and build networks that can support their career progression.
- The possibility exists for online contact to be misconstrued, so if tutors do choose to connect with young people online they should be aware of the following:
  - Keep personal and professional content separated
  - Maintain professional boundaries and use appropriate language
  - Do not arrange to meet learners in situations that could be misinterpreted

### Appropriate behaviour and conduct

- Colleagues should conduct themselves in a professional manner at all times and are expected to manage their own behaviour in order to ensure that high standards are maintained.

### Further information

- BCT has a number of public policies available in relation to Safeguarding, Equal Opportunities, GDPR and Health & Safety for your reference <http://www.bcepolicies.com/public-documents/>

I have read and understood this appendix and agree to all the terms outlined above.

Employer:		Date: <START DATE>
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## Appendix E - Health and Safety Questionnaire

Health & Safety supervisor name	
Health & Safety supervisor email	
Health & Safety supervisor phone	
<a href="#">Employer Liability Insurance</a> Number:	
Employer Liability Insurance Issue Date:	
Employer Liability Insurance Expiry Date:	

MANDATORY HEALTH & SAFETY	YES	NO
If the Host Company employs more than 5 people is the Health & Safety Law Poster completed and displayed?		
Does a staff induction take place at the start of employment, which addresses basic health and safety at your company and premises / place of work?		
Is there an accident book in place?		
Does the Company have a reporting system for incidents and near misses?		
Does the Company have a procedure for investigating accidents / incidents?		
Is the Company aware of its duties under RIDDOR? <a href="https://www.hse.gov.uk/riddor/">https://www.hse.gov.uk/riddor/</a>		
Does the company agree to inform Big Creative Training of any serious accidents and incidents involving BCE placements?		
Does the Company have a first aid kit that is restocked regularly?		
Is there an appointed person or trained first aider on site?		
Is there a current fire risk assessment or evacuation plan?		
Are new employees instructed in emergency fire evacuation procedures?		

Are Fire Action Notices displayed?		
Are fire extinguishers regularly serviced by a competent engineer?		
Are fire exits clear of obstructions and clearly marked with the correct signs?		
Are emergency fire evacuation drills carried out regularly and recorded?		
Is there a safe and accessible assembly point?		
Are risk assessments completed for any particular type of company activities?		
If yes to above, please specify		
Has adequate supervision at all times been planned into the work routine?		
Are there any hazardous substances and if so, are they stored safely?		
Are noise levels reasonable in the workplace?		
Are there measures in place to prevent a person being struck by a falling object?		
Are the areas of the workplace sufficiently clean?		

We agree that the information provided in the Host Company Questionnaire is a true account of the health, safety and welfare provisions and the working environment in the company workplace.

Where additional health and safety provisions are required to be put in place for the Apprenticeship / Trainee Placement to fulfil their role, then the Host Company, together with the support of Big Creative Education (if required), will ensure any such provisions are in place prior to the commencement of the programme.

Support Agreed	Date of completion

(Continue on new sheet if required.)



Where there are changes in the working conditions or working environment that could affect the health and safety of the work experience placement or where there are concerns as to the suitability of the working conditions or working environment for the work experience placement, Big Creative Education will be informed at the earliest opportunity.

Please confirm that you are adopting this as your company Health & Safety Policy Statement to Big Creative Education for the employment / placement of a Big Creative Training Apprentice or Trainee (this is in addition to your company H&S policy)

Authorised to sign for and on behalf of Big Creative Training		Authorised to sign for and on behalf of the Employer	
Signature		Signature	
Name in Capitals	MICHAEL ROBERTS	Name in Capitals	<EMPLOYER CONTACT>
Position	Employer Engagement	Position	<EMPLOYER POSITION>
Date	<START DATE>	Date	<START DATE>



### Apprenticeship Training Agreement

The purpose of the Apprenticeship Agreement is to: -

- identify the skill, trade or occupation for which the apprentice is being trained; and
- confirm the qualifying Apprenticeship standard that the apprentice is following.

The Apprenticeship Agreement is incorporated into and does not replace the written statement of particulars issued to the individual in accordance with the requirements of the Employment Rights Act 1996.

The Apprenticeship is to be treated as being a contract of service not a contract of Apprenticeship.

Apprenticeship Particulars:

Apprentice Name	<APPRENTICE NAME>
Skill, trade or occupation for which the apprentice is being trained:	<APPRENTICESHIP TITLE>
Relevant Apprenticeship standard and level:	<APPRENTICESHIP PATHWAY>
Start date:	<START DATE>
Estimated completion of learning date	<END DATE>

Signatories:

Training Provider:		Date: <START DATE>
Employer:		Date: <START DATE>