

Terms and Conditions for Apprenticeship Services

Effective Date: 28th November 2024

Version: 1.0

These terms govern the provision of apprenticeship services by **Rosewood Management Services Ltd** (“the Training Provider”) to employers (“the Employer”). By engaging our services, you agree to these terms.

1. Overview

Rosewood Management Services Ltd provides apprenticeship training, assessment, and related services in compliance with ESFA rules. These terms apply to all employers engaging our services.

2. Definitions

- **Apprentice:** An individual enrolled in the apprenticeship programme.
- **Apprenticeship Programme:** A structured training and assessment programme aligned with Apprenticeship Standards or Frameworks.
- **End-Point Assessment (EPA):** The final assessment conducted by an independent assessment organization.
- **Funding Rules:** ESFA Apprenticeship Funding and Performance Management Rules.

3. Responsibilities of the Training Provider

We commit to:

- Delivering high-quality apprenticeship training and assessment.
- Monitoring progress and providing monthly updates to the Employer.
- Ensuring compliance with ESFA Funding Rules, safeguarding policies, and Prevent Duty requirements.
- Managing registration with awarding bodies and certification of apprentices.
- Supporting additional learning needs and securing Additional Funding where applicable.

4. Responsibilities of the Employer

Employers must:

- Provide a safe and compliant working environment for apprentices.
- Enter into Apprenticeship Agreements with apprentices (minimum 372 days, 30 hours/week).
- Ensure apprentices spend 20% of their time in off-the-job training.
- Promptly report changes to apprentices’ employment status or other relevant circumstances.
- Support apprentices’ learning and development throughout the programme.

5. Financial Terms

1. Fees and Invoicing:

- For levy-paying employers, apprenticeship training costs will be funded through the employer’s apprenticeship service account, which includes

their levy contributions plus a 10% government top-up. If the apprenticeship cost exceeds the available funds, the Employer will be invoiced for the shortfall upfront.

- For non-levy-paying employers, the Employer will contribute 5% of the apprenticeship training and assessment cost. The government will fund the remaining 95% (up to the funding band maximum). This contribution will be invoiced upfront and payable within 28 days.

2. Costs Above the Funding Band Maximum:

- Any training or assessment costs above the funding band maximum will be payable in full by the Employer.

3. Additional Visit Charges:

- £650 + VAT will be charged for additional visits required to help apprentices catch up on progress, separate from ESFA funding. These charges must be paid within 28 days of invoicing.

4. Withdrawal Costs:

- The Employer will be liable for all costs incurred by the Training Provider if apprentices are withdrawn early or if sign-ups do not proceed after preparatory work has begun.
- Software and Contractual Costs: Any software or tools requiring a minimum contractual term, purchased for the apprenticeship delivery, will also be charged to the Employer.

5. EPA Costs:

- Employers must cover all costs for End-Point Assessments (EPA), including retakes, if apprentices withdraw after entering the gateway stage.

6. End-Point Assessments

- Employers must select an EPA organization from the approved register.
- The Training Provider will manage EPA arrangements and payments.
- Employers are liable for all EPA-related costs if apprentices withdraw at or after the gateway stage.

7. Subcontracting

- Subcontractors engaged by the Training Provider will comply with ESFA rules.
- Subcontractors' quality will be monitored regularly, and reports shared upon request.
- Employers will be informed of subcontracting arrangements.

8. Data Protection and Confidentiality

Both parties will comply with the UK GDPR and Data Protection Act 2018. Confidential information will only be used to fulfil obligations under this agreement.

9. Termination

This agreement may be terminated:

- With one month's written notice by either party.
- Immediately, if there is a material breach or insolvency of either party.

10. Force Majeure

Neither party will be liable for delays or failures caused by circumstances beyond their control, such as natural disasters, pandemics, or regulatory changes.

11. Governing Law and Jurisdiction

This agreement is governed by the laws of England and Wales. Any disputes will be subject to the jurisdiction of the courts of England and Wales.

Have Questions?

If you have any questions about these terms, please contact us at admin@rkmsuk.co.uk or call **0300 373 0128**.