

## **Training trainee solicitors**

### Training contract – full time

#### **Education and Training Unit Version 2**

The following contract is intended for use where trainee solicitors are employed by the training establishment on a full-time basis. The contract should not be amended without the prior approval of the Solicitors Regulation Authority. Reference should be made to clause 9 of this contract that allows firms and trainees to enter into additional terms and conditions of employment provided there is no conflict between those terms and this contract.

**Note: The name of the training establishment may be substituted for the wording given in square brackets.**

**THIS CONTRACT** is made on .....

BETWEEN "X" ..... [the training establishment] and

..... [the trainee solicitor]

1. The purpose of this contract is to set out the principal duties and responsibilities of the training establishment and the trainee solicitor in accordance with the Solicitors' Training Regulations 2009 and "Training trainee solicitors: The Solicitors Regulation Authority requirements".

2. "X" is the training establishment for the purpose of the Solicitors' Training Regulations 2009.

3. [The training establishment] is authorised by the Solicitors Regulation Authority and has agreed to provide training for the trainee solicitor according to the rules of the Solicitors Regulation Authority as set out in "Training trainee solicitors: The Solicitors Regulation Authority requirements".

4. The trainee solicitor agrees to be trained by [the training establishment].

5. [The training establishment] has appointed ..... to be its training principal who will ensure that training is given in accordance with the requirements of the Solicitors' Training Regulations 2009 and "Training trainee solicitors: The Solicitors Regulation Authority requirements".

#### **DATE OF COMMENCEMENT AND FIXED TERM**

6. This contract begins on ..... and continues for two years, subject to the provisions for earlier termination.

#### **COVENANTS OF [THE TRAINING ESTABLISHMENT]**

##### **Salary**

7. [The training establishment] will:

- a) pay the trainee solicitor a yearly salary of not less than £..... payable by equal monthly instalments;
- b) ensure that the Trainee Solicitor's salary is never less than the minimum prescribed for trainee solicitors in the local law society area where the trainee solicitor is based.

##### **Training Principal**

8. a) The training principal is the individual responsible for [the training establishment's] obligations under this contract.
- b) The training principal may delegate those responsibilities to others but where this is done the name of the person or persons appointed must be given to the trainee solicitor.

##### **Terms and Conditions**

9. The trainee solicitor is employed by [the training establishment] under the terms and conditions of employment which have been supplied but if there is any conflict between

those terms and this contract then the terms of this contract prevail.

### **Basic Skills**

10. [The training establishment] will:

- a) provide the trainee solicitor with the opportunity to practise:
  - i) client care and practice support skills;
  - ii) communication skills;
  - iii) drafting;
  - iv) interviewing and advising;
  - v) legal research;
- b) provide the trainee solicitor with the opportunity to gain experience of the practice of:
  - i) advocacy and oral presentation skills;
  - ii) case and transaction management;
  - iii) dispute resolution;
  - iv) negotiation.

### **Legal Topics**

11. a) [The training establishment] will provide the trainee solicitor with proper training and experience in at least three distinct substantive areas of English law. The following examples are for information only; this list is not exhaustive:

Banking;	Family;
Civil Litigation;	Immigration;
Commercial Law;	Insolvency;
Company Law;	Insurance and Reinsurance;
Construction;	Intellectual Property;
Criminal Litigation;	Local Government;
Employment;	Magisterial;
Environmental Law;	Personal Injury;
European Community;	Planning;
Property (including	Trusts;
Landlord and Tenant);	Welfare;
Shipping and Airways;	Wills and Probate.
Tax and Financial Planning;	

If [the training establishment] is not able to provide proper training and experience in at least three distinct substantive areas of law it must make suitable arrangements for the trainee solicitor to be seconded to an office of another solicitor or elsewhere as agreed by the Solicitors Regulation Authority to acquire the appropriate experience.

b) [The training establishment] must ensure that during the term of the training contract the trainee solicitor gains experience of both contentious and non-contentious work in accordance with the Training Contracts Skills Standards.

### **Review of Experience and Appraisal of Performance**

12. [The training establishment] will:

- a) provide the trainee solicitor with the means to maintain a record of the trainee solicitor's training;
- b) ensure adequate arrangements for guidance, including access to a

supervising solicitor, on a day to day basis;

- c) make suitable arrangements to regularly monitor the trainee solicitor's progress and that in accordance with "Training trainee solicitors: The Solicitors Regulation Authority requirements" a minimum of three appropriately timed compulsory appraisals take place during the two years;
- d) make prompt and adequate arrangements to deal with any personnel concerns in respect of the trainee solicitor.

### **Solicitors Regulation Authority Requirements**

13. [The training establishment] will:

- a)
  - i) permit the trainee solicitor to have paid leave to attend courses and interviews as required by the Solicitors Regulation Authority;
  - ii) pay all the fees and reasonable expenses in connection with such courses and interviews.
- b) inform the trainee solicitor of any change:
  - i) in the Solicitors Regulation Authority's requirements relating to this training contract;
  - ii) of the training principal;
- c) permit the trainee solicitor to have 20 working days paid holiday in each year of employment in addition to public holidays;
- d) complete a certificate of training at the end of this contract.

### **COVENANTS OF THE TRAINEE SOLICITOR**

#### **Duties**

14. The trainee solicitor will:

- a) carry out the duties given by partners or employees of [the training establishment] faithfully and diligently and follow all reasonable instructions;
- b) treat all information about [the training establishment] and its clients and their business as wholly confidential;
- c) deal properly with any money or property entrusted to the trainee solicitor;
- d) keep a proper record of all work done and training received;
- e) comply with all requirements of the Solicitors Regulation Authority;
- f) attend courses and interviews as required by the Solicitors Regulation Authority and the training principal.

#### **Disputes**

15.
  - a) Any dispute about this contract or the conduct of either party in relation to it may be referred to the training principal (or to another appropriate person within [the training establishment] if the dispute concerns the training principal), who must deal with it within four weeks of referral.
  - b) If the dispute is not resolved within four weeks the issue may be referred by either party to the Solicitors Regulation Authority or such person as it may appoint.
  - c) The trainee solicitor may also use [the training establishment's] grievance procedure.

#### **Applicable Law**

16. This contract is subject to English law.

## Notices

17. Any notices must be in writing and given:
- a) personally; or
  - b) by post addressed to the other party at:
    - i) the address set out in this contract; or
    - ii) any other address given by one party to the other for the purpose of this clause.
18. Any notice to be given to [the training establishment] must be addressed to the training principal.
19. Notices will be deemed served two working days after posting.

## Termination

20. This contract may be terminated by:
- a) agreement between [the training establishment] and the trainee solicitor
  - b) the Solicitors Regulation Authority
    - i) with or without an application for that purpose by either party;
    - ii) following an application by [the training establishment] in the event of poor performance by the trainee solicitor.
21. This contract would not normally be terminated by:
- a) the resignation or appointment of any partner of [the training establishment]; or
  - b) the merger of [the training establishment] with another body, firm, company or individual.
22. If the trainee solicitor:
- a) has completed a Legal Practice Course, Integrated Course or an Exempting Law Degree Course
  - b) commenced this contract prior to the publication of the results of that course or examination;
- either party may end this contract within four weeks of the results being published if the trainee solicitor does not reach the required standard as set out in the letter of offer.

Signed by:

.....  
on behalf of [the training establishment]

Signed:

.....  
Trainee solicitor