



### Please note the following

The SRA Training Regulations changed on 1 July 2014.

If you commenced your training prior to 1 July 2014, and will be qualifying under the 2011 Training Regulations, this document still provides necessary guidance for you. Please read it carefully.

If you commenced your training on or after 1 July 2014, or if you commenced your training prior to 1 July 2014, but are intending to transfer over to the Training Regulations 2014, this document will not be relevant to you. Instead, you should refer to the relevant sections of the SRA website for a [Period of recognised training](#).

There are a number of [Questions & Answers for Trainees](#) that will support those who will qualify under the Training Regulations 2014.

## **Training trainee solicitors**

### Training contract – full time

#### **Education and Training Unit Version 3**

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 (SRA).

This contract is designed to ensure that the trainee receives the standards of training defined by the SRA Training Regulations 2011. The training contract and employment contract are neither separate nor distinguishable. Although there may be additional employment documentation, the terms of this contract take precedence over any other conflicting terms of employment. This contract should not be amended or adapted to amalgamate, incorporate or schedule aspects of the terms of employment.

**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 SRA Training Regulations 2011 and "Training trainee solicitors: The Solicitors Regulation Authority requirements".
2. "X" is the training establishment for the purpose of the SRA Training Regulations 2011.
3. [The training establishment] is authorised by the SRA and has agreed to provide training for the trainee solicitor in accordance with the SRA Training Regulations 2011 and "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 SRA Training Regulations 2011 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 area where the trainee solicitor is based.

**Training principal**

8. The training principal is the individual responsible for [the training establishment's] obligations under this contract.
9. 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**

10. In the event of any conflict between this contract and any additional terms of

employment, the terms of this contract takes precedence.

### **Basic skills**

11. [The training establishment] will provide the trainee solicitor with the opportunity to gain experience in the following areas, in accordance with the Practice Skills Standards:
- a) advocacy and oral presentation skills
  - b) case and transaction management;
  - c) client care and practice support skills;
  - d) communication skills;
  - e) dispute resolution;
  - f) drafting;
  - g) interviewing and advising;
  - h) legal research;
  - i) negotiation.

### **Legal topics**

12. [The training establishment] will provide the trainee solicitor with proper training and experience in at least three distinct substantive areas of English law.
13. 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 to acquire the appropriate experience.
14. [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 Practice Skills Standards within "Training trainee solicitors: The Solicitors Regulation Authority requirements".

### **Review of experience and appraisal of performance**

15. [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 supervisor, on a day to day basis;
  - (c) make suitable arrangements to regularly monitor the trainee solicitor's progress and that in accordance with the SRA Training Regulations 2011 a minimum of three appropriately timed compulsory appraisals take place during the training contract;
  - (d) make prompt and adequate arrangements to deal with any personnel concerns in respect of the trainee solicitor.

### **SRA requirements**

16. [The training establishment] will:
- (a) permit the trainee solicitor to have paid leave to attend courses and interviews as required by the SRA;
  - (b) pay all the fees and reasonable expenses in connection with such courses and interviews;
  - (c) inform the trainee solicitor of any change:
    - (i) in the SRA's requirements relating to this training contract;

- (ii) of the training principal;
- (d) permit the trainee solicitor to have paid holiday in accordance with the Working Time Regulations in each year of employment in addition to public holidays;
- (e) complete a certificate of training at the end of this contract.

## **Covenants of the trainee solicitor**

### **Duties**

17. 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 SRA;
- (f) attend courses and interviews as required by the SRA and the training principal.

### **Disputes**

18. 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.

19. If the dispute is not resolved within four weeks the issue may be referred by either party to the SRA or such person as it may appoint.

20. The trainee solicitor may also use [the training establishment's] grievance procedure.

### **Applicable law**

21. This contract is subject to the law of England and Wales

### **Notices**

22. 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.

23. Any notice to be given to [the training establishment] must be addressed to the training principal.

24. Notices will be deemed to be served two working days after posting

### **Termination**

25. This contract may be terminated by the SRA:

- (a) on such terms as we determine with or without an application for that purpose by either party;

- (b) following an application made by either party for the following reasons;
  - (i) mutual agreement between [the training establishment] and the trainee;
  - (ii) where the training contract is conditional on the trainee solicitor passing the Legal Practice Course and the trainee solicitor does not pass; or
  - (iii) training-related problems that cannot be resolved internally.

26. Unless there are other justifiable reasons to do so, the SRA will only terminate the training contract if:

- (a) the training contract is conditional on the trainee passing the Legal Practice Course and they do not pass;
- (b) the trainee solicitor's conduct is unacceptable;
- (c) the trainee solicitor is incapable of meeting the Practice Skills Standards; or
- (d) [the training establishment] closes or changes so much that it is not possible to train the trainee solicitor properly.

27. 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.

Signed by:

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

Signed:

.....  
Trainee solicitor