

Training trainee solicitors

Training contract – part-time study

Education and Training Unit Version 1

The following contract is intended for use where trainee solicitors are completing a law degree, the Common Professional Examination (CPE), the Legal Practice Course (LPC), or an exempting law degree, on a “part-time study” basis, whilst employed within a solicitor’s office. The contract usually runs for two calendar years from the start of the course, and counts as one year towards the training contract. If the contract starts after commencement of the course, it will run from that date until the date that is two calendar years after the course commencement date; and the training establishment should calculate the period of time that will count as half the time spent in the training contract. This period should be entered in clause 23(c). Telephone the Solicitors Regulation Authority, on 0870 606 2555, for guidance.

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, which 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 Training Regulations 1990 and "Training trainee solicitors: The Solicitors Regulation Authority requirements".

2. "X" is the training establishment for the purpose of the Training Regulations 1990.

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 .

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 Training Regulations 1990 and "Training trainee solicitors: The Solicitors Regulation Authority requirements".

DATE OF COMMENCEMENT AND FIXED TERM

6. This contract begins on and continues to 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 pro rata 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 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 personal 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 the fees and reasonable expenses in connection with such courses and interviews. However [the training establishment] has no obligation to pay fees or expenses in connection with the Legal Practice Course;
 - 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, pro rata, 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 instruction;
 - 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 other 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 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 completes * the Legal Practice Course/Integrated Course/Exempting Law Degree/Common Professional Examination/Diploma in Law/Qualifying Law Degree during this contract 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.

- 23.
 - a) This contract is made on the condition that the trainee solicitor undertakes a part time course of study for the *Legal Practice Course/Integrated Course/Exempting Law Degree/Common Professional Examination/ Diploma in Law/Qualifying Law Degree);
 - b) [The training establishment] will allow the trainee solicitor such leave of absence as the training establishment considers appropriate to complete the *Legal Practice Course/Integrated Course/ Exempting Law Degree/Common Professional Examination/Diploma in Law/Qualifying Law Degree;
 - c) The period of this contract set out in paragraph 6 will equate to (.....) of the two year training contract requirement laid down in the Training Regulations 1990.

* Delete as appropriate

Signed by:

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

Signed:

.....
....Trainee solicitor