



**UK Government**

# **Draft apprenticeship unit funding rules**

**April 2026 to 31 July 2026**

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**Draft**

**Subject to change depending on wider apprenticeship  
strategy.**

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## Introduction and purpose of the document

1. An apprenticeship unit is a targeted flexible training programme designed to upskill employees in a critical skill. By undertaking an apprenticeship unit, the learner will gain the knowledge and skills that they need to be productive in their current or future job role.
2. This document sets out the rules for:
  - 2.1. Main providers and employer-providers receiving funding for delivering apprenticeship units in England; and
  - 2.2. All employers of learners who are accessing funding for apprenticeship units in England.
3. These draft funding rules will apply to all apprenticeship units starting in or after April 2026. We will issue an updated version of this document to confirm the final funding rules in April 2026.
4. We may make changes to these rules at any time, including changes to funding and the products available under the growth and skills levy.
5. These rules form part of the terms and conditions for the use of funds in an employer's [apprenticeship service](#) account or for government-employer co-investment.
6. Main providers and employer-providers must operate within the terms and conditions of their [funding agreement](#) with the Secretary of State for Education and the Secretary of State for Work and Pensions, which includes these rules and the [individualised learner record specification](#) (ILR). If they do not, they will be in breach of their funding agreement.
7. Employers accessing funding through the apprenticeship service must operate within the terms and conditions of their [apprenticeship employer agreement](#) with the Secretary of State for Education and the Secretary of State for Work and Pensions which includes these rules. If they do not, they will be in breach of their employer agreement.
8. We reserve the right to take action where a provider breaches their funding agreement, or an employer breaches their employer agreement. This includes the recovery of all or part of the government funding if we conclude that there has been a breach of the funding rules or agreements. This includes where claims are made for funding through an employer's apprenticeship service account or government co-investment to which the provider and / or the employer are not entitled.

9. These rules detail the minimum requirements organisations must meet to receive funding from us. Other relevant sector bodies (e.g. Ofsted) may prescribe further requirements and / or examples of best practice.

## Definitions

10. We use the term ‘main provider’ where the funding rule only applies to an organisation that is listed on the main provider route of the Apprenticeship Provider and Assessment Register (APAR) and has been verified by us as being able to deliver apprenticeship units in a specified standard route. Only those providers approved to deliver specific apprenticeship units will be able to deliver them and be funded.
11. We use the term ‘employer-provider’ where the funding rule only applies to a levy-paying organisation that is listed on the employer-provider route of the APAR and has been verified by us as being able to deliver specific apprenticeship units and be funded.
12. We use the term ‘provider’ where the funding rule applies to organisations on the main provider or the employer-provider route of the APAR that have been verified by us as being able to deliver specific apprenticeship units and be funded.
13. In all three cases, where we use the term main provider, employer-provider or provider this organisation will:
  - 13.1. Hold a funding agreement with us through which we will directly route funds from an employer’s apprenticeship service account or government-employer co-investment; and
  - 13.2. Hold the overall responsibility for the end-to-end delivery of apprenticeship units training and assessment.
14. We use the term ‘employer’ to mean an organisation that has a contract of service with a learner. This can include:
  - 14.1. Employer-providers;
  - 14.2. Flexi-Job Apprenticeship Agencies (FJAAs) where apprenticeship units are being undertaken by employees who are not apprentices; and
  - 14.3. Companies or charities whose PAYE scheme the employer has connected to their apprenticeship service account in accordance with HMRC’s definition of [connected companies and charities](#).

15. The term employer also includes the organisation acting as the employer of particular office holders, namely constables of English police forces and ministers or trainee ministers of a religious denomination.
16. All references to an 'employer' are in relation to the whole organisation and not to individual sites or locations. Whilst the learner must have a separate identifiable line manager who is undertaking the role of the 'employer', it is a matter for the organisation employing the learner as to who should sign the documentation associated with the apprenticeship unit.
17. We use the terms 'we', 'our' and 'us' to refer to the Department for Education or the Department for Work and Pensions as may be applicable.

## Initial assessment

### Overview

18. The provider must ensure that both the learner and the programme are eligible for funding by conducting an initial assessment. We do not specify which assessment tools must be used; this is for the provider to determine. The initial assessment must include an assessment of:
  - 18.1. Learner eligibility (see paragraphs 21 to 24);
  - 18.2. Programme eligibility (see paragraphs 25 to 30); and
  - 18.3. Learning support (see paragraphs 31 to 35).
19. Please note that the provision of English and maths support (i.e. standalone qualifications) is not applicable to an apprenticeship unit.
20. The provider must also discuss, with the employer, the areas listed in paragraphs 37 to 38 before accessing apprenticeship unit funding.

### Learner eligibility

#### Individuals who are eligible for funding

21. The provider must check the eligibility of the individual for apprenticeship unit funding at the start of their training.
  - 21.1. A provider must only claim funding for an individual who meets the residency eligibility criteria set out in Annex A of the [apprenticeship funding rules](#) 2025/26 (they must also meet the learner eligibility rules set out here including the age criteria at paragraph 22.1).
  - 21.2. We will use the age of the learner on the day they originally start their training (the learning start date within the ILR) for all age-based eligibility criteria for that apprenticeship unit.
  - 21.3. A learner's eligibility for funding will not change during the apprenticeship unit unless their employment status or employer changes (e.g. they become unemployed).
  - 21.4. A provider must reassess an individual's eligibility for any new apprenticeship unit.
22. To access funds in the employer's apprenticeship service account or government co-investment, the provider must ensure that the individual:

- 22.1. Is aged 19 or older when the learner starts their apprenticeship unit.
- 22.2. Can complete the apprenticeship unit within the time they have available, including any assessment. If the provider knows an individual is unable to complete the apprenticeship unit in the time they have available, (e.g. because their visa will expire or because they have a fixed term contract which is shorter than the duration of the apprenticeship unit), they must not be funded.
- 22.3. Does not use a student loan to pay for their apprenticeship unit. Where an individual transfers to an apprenticeship unit from a full-time further education or higher education course, and that course has been funded by a student loan, the loan must be terminated by the individual and the provider must be satisfied that this has occurred.
- 22.4. Does not benefit from funding for any part of their apprenticeship unit that duplicates training or assessment that they have received from any other source.
- 22.5. Spends at least 50% of their working hours in England over the duration of the apprenticeship unit. This also applies to remote and hybrid workers.
  - 22.5.1 For working hours to be counted in the 50% limit, they must be regular, planned and known at the start of the apprenticeship unit. See Annex A of the [Apprenticeship Funding Rules](#) 2025/26 for exceptions to this rule.

23. An employer must only use funds from their apprenticeship service account or government co-investment for learners employed by them or a [connected company or charity](#) as defined by HMRC. This also applies where the learner is funded by a transfer of funds from another employer.

- 23.1. As an exception to paragraph 23 employers who operate Pooled PAYE schemes may use funds from their apprenticeship service account or government co-investment for learners employed by an organisation within their Pooled PAYE scheme.

## **Individuals who are not eligible to be funded**

- 24. A provider must not claim funding for individuals who:
  - 24.1. Are self-employed as a sole trader;
  - 24.2. Are working under IR35 (see glossary definition) unless they are an office holder as set out in paragraph 27.1.

- 24.3. Are a shareholder, director or person of significant control, with no separate identifiable line manager to undertake the role of 'employer' as defined by these funding rules;
  - 24.3.1 During the apprenticeship unit if a learner becomes self-employed as a sole trader, or becomes a shareholder, director or person of significant control, with no separate identifiable line manager, they will no longer be eligible for funding and the provider must report them as having withdrawn.
- 24.4. Are undertaking an apprenticeship or another apprenticeship unit;
- 24.5. Are undertaking training funded through the Adult Skills Fund (ASF), where that training will:
  - 24.5.1 Replicate vocational and other learning aims covered by the apprenticeship unit;
  - 24.5.2 Offer career related training that conflicts with the apprenticeship unit aims; or
  - 24.5.3 Take place during working hours. Where a learner has more than one job, working hours refers to the hours of the job the apprenticeship unit is linked to.
- 24.6. Are in receipt of any other direct or indirect DfE funding during their apprenticeship unit; this includes any other DfE funded FE / HE programme, including those funded by the Office for Students or a student loan and learners taking part in the [Turing Scheme](#); or
- 24.7. Are undertaking any part of an apprenticeship unit whilst on a sandwich placement as part of a degree.

## Evidence requirements

The provider must retain evidence of an individual's eligibility, including:

- Confirmation that they have seen the learner's identity documents or immigration permission to verify residency eligibility in line with Annex A of the apprenticeship funding rules.
- Confirmation that the learner is eligible for funding.
- Confirmation of the learner's date of birth.
- Evidence that the learner will spend at least 50% of their working hours in England over the duration of the apprenticeship unit. Where the business footprint is larger than England this could include a roster for a typical month for the learner along with written confirmation from the employer.
- Evidence to confirm that the learner is employed by that employer, or a connected company or charity and this employment covers the full period of the apprenticeship unit. This can be a relevant extract from a contract of employment or a signed declaration by the employer.

Confirmation that the learner is not enrolled on any other programme as detailed in paragraphs 24.4 to 24.7.

The provider must confirm the type of evidence they have seen to satisfy that the learner meets all eligibility criteria. Where this evidence needs to come from the learner's employer, the employer must give this to the provider.

## Programme eligibility

25. All new learners must start on an approved apprenticeship unit. Details will be found on the Skills England website.

## Recognition of prior learning and experience

26. Recognition of prior learning, and the resulting (partial) reduction of content / price, is not applicable to an apprenticeship unit.

- 26.1.1 However, if the learner has relevant knowledge and skills that would overlap with the majority (50% or more of the planned hours) of the apprenticeship unit content they will not be eligible for funding. We will take action to recover apprenticeship unit funding where funding has been accessed for ineligible learners.

- 26.1.2 We expect any judgement of programme eligibility to be proportionate (e.g. a conversation with the learner and employer or a check of their personal learning record rather than a full skills scan).

## Evidence requirements

The provider has:

- Had a discussion with the learner about the likelihood of relevant prior learning against the proposed apprenticeship unit and checked the individual's personal learning record if appropriate.
- Determined, and recorded, that any prior learning amounts to less than 50% of the planned hours, thus making the individual eligible for the programme.

## Employment arrangements (between the employer and the learner)

27. The provider must verify that the individual is employed and is working under a contract of employment that is long enough for the learner to complete the apprenticeship unit.
- 27.1. The only exceptions to this are where the learner is:
- 27.1.1 The holder of a particular office, namely constables of English police forces and ministers or trainee ministers of a religious denomination.
- 27.1.2 A prisoner who is enrolled on an apprenticeship unit whilst on Release on Temporary License (RoTL); or a prisoner enrolled on an apprenticeship unit in the closed estate whose release date is within 2 years.
- 27.2. As the learner is not on an apprenticeship there is no requirement for the employer and the learner to complete an apprenticeship agreement.
28. The provider must check that there is a separate, identifiable line manager who is undertaking the role of the 'employer'.
- 28.1. If the learner has more than one employer at any time (e.g. two part-time job roles), then only one of these employers can be used for the purposes of the programme. This is so it is clear who is undertaking the role of 'employer', as defined by these funding rules.

29. The learner must be included in the PAYE scheme declared in the apprenticeship service account.
30. The employer is responsible for paying the learner's wages and complying with national minimum wage regulations. The employer must not use the apprentice rate of the national minimum wage.

## Evidence requirements

The provider has:

- Evidenced that the learner is employed, and that this contract is for a period of time which is long enough for the learner to complete the apprenticeship unit. This can be a relevant extract from a contract of employment or it could be a signed declaration by the employer as part of the training plan.
- Confirmed that the learner has a separate, identifiable line manager.
- Confirmed with the employer that the learner is included in the PAYE scheme declared in the apprenticeship service account.
- Confirmed with the employer that the learner is receiving a lawful wage and that they have not used the apprentice rate of the National Minimum Wage.

## Learners who need access to learning support

### Definitions

31. Learning support funding is available to meet the costs (incurred by a provider) of putting in place reasonable adjustments, as set out in section 20 of the [Equality Act 2010](#). This is for a learner who:
  - 31.1. Has a learning difficulty or disability as defined in Section 15ZA(6) of the [Education Act 1996](#) (as amended by section 41 of the Apprenticeships, Skills, Children and Learning Act 2009), who, as a result of this learning difficulty or disability, requires reasonable adjustments in order to be able to complete their apprenticeship unit.
32. For the purposes of this section, and as defined in Section 15ZA(6) of the Education Act 1996, a person has a learning difficulty (or disability) if (a) the person has a significantly greater difficulty in learning than the majority of persons of the same age, or (b) the person has a disability which either prevents or hinders

the person from making use of facilities of a kind generally provided by institutions providing education or training for persons who are over compulsory school age.

33. In relation to paragraphs 31 to 32, this can include a learner who has not previously had a learning difficulty or disability identified, but in relation to whom the provider has identified a learning difficulty or disability (as defined in Section 15ZA(6) of the Education Act 1996) that would directly affect the learner's ability to complete their apprenticeship unit.

## Assessment for learning support funding

34. As part of the initial assessment, the provider must undertake a screening exercise for learning support.
- 34.1. Where this initial assessment identifies potential learning difficulties or disabilities, but doesn't provide clear evidence, before a claim for learning support funding can be made the provider must undertake a further detailed assessment to identify whether a learner has a learning difficulty or disability that directly impacts their ability to complete the apprenticeship unit on which they are enrolled.
- 34.1.1 This further detailed assessment is not eligible for funding.
- 34.1.2 The provider must refer to the evidence requirements below to ensure they meet the requirements for claiming.
- 34.1.3 More information on how to assess the needs of the individual and collect evidence will be provided within the Support for apprentices with a learning difficulty or disability [guidance](#) on GOV.UK.
- 34.2. A learning difficulty or disability that does not require reasonable adjustments or cannot be evidenced as directly impacting on the learner's ability to complete their apprenticeship unit will not be eligible for learning support funding. Learning support is not available:
- 34.2.1 To deal with everyday difficulties, including learning difficulties as defined by Section 15ZA(6) of the [Education Act 1996](#), that are not directly associated with the apprenticeship unit. If a learner needs help at work, they may be able to get help from [Access to Work](#);
- 34.2.2 To address any learning gaps in a learner's prior knowledge or skills where these are relevant to their apprenticeship unit, but where there is no identified learning difficulty or disability

in respect of obtaining this learning (see paragraphs 31 to 32); or

- 34.2.3 Where there are no costs incurred in putting in place reasonable adjustments.

## Claiming learning support funding

35. The provider can only claim learning support funding when reasonable adjustments are provided to the learner and where evidence of costs can be provided. Where no reasonable adjustments are necessary, or no costs have been incurred, a claim for learning support funding must not be made.
- 35.1. Learning support funding is a fixed one-off payment of £150 for each learner for each apprenticeship unit they take.
- 35.2. This can be claimed by the provider, once milestone 1 (see paragraph 73.1) has been reached, as long as any reasonable adjustments are necessary, have been delivered and they are evidenced. Where the reasonable adjustment cost is £150 or less, the provider will need to claim this £150 fixed payment via the earnings adjustment statement (EAS). Further information on the [EAS](#) can be found on GOV.UK.
- 35.2.1 Learning support funding is not deducted from the employer's apprenticeship service account.
- 35.3. If the cost of the reasonable adjustments exceeds £150 the provider must submit a claim to us at the start of the apprenticeship unit, or as soon as it becomes clear that support costing more than £150 is required. The provider must complete and send the claim form to us so that we can authorise the request. Further information on how to submit this claim will be provided within the Apprenticeship Unit Technical Funding Guide.
- 35.4. The learning support payment cannot be used to pay for the further detailed assessment, as this is not eligible for funding.

## Evidence requirements

- Where the provider has identified a learning difficulty or disability, they must (1) evidence that an assessment has been carried out and hold a copy of the assessment results which identifies the learner's learning difficulty or disability; (2) evidence details of the reasonable adjustments that are necessary to enable the learner to complete the apprenticeship unit on which they are enrolled; and (3) include a description of how progress towards the completion of the apprenticeship unit would be directly impacted if the reasonable adjustments listed were not put in place for the learner.
- The provider has documented evidence of how they plan to deliver the necessary reasonable adjustments throughout the apprenticeship unit. This plan has been agreed and signed-off by the learner, prior to a claim for learning support funding being made. Where the learner has given consent, this information can be shared with their employer.
- Where learning support funding is claimed, the provider has evidence and documented details of the necessary reasonable adjustments that have been delivered. Learning support funding will only be paid where the reasonable adjustments are required and are being delivered. Where costs exceed £150 the provider must provide a copy of their approved claim (detailed in paragraph 35.3) along with invoices to evidence the actual costs incurred and claimed.

## The outcome of the initial assessment

36. After completing the initial assessment, the provider must be able to evidence that the individual requires the knowledge and skills that would be delivered by the apprenticeship unit, in order to deliver their current or an expanded role and that the training required meets the funding rules. They must summarise and document the outcome of the initial assessment on the training plan, which is subsequently signed by the individual and their employer.
  - 36.1. While identified learning support needs must inform the training plan for the learner, the learner must have given their consent for learning support information to be shared with their employer.
37. The provider must agree with the employer:

- 37.1. That there is a skills need which will be addressed by the programme and that the training plan aligns with an approved apprenticeship unit at the most appropriate level;
  - 37.2. That the individual's job role has a productive purpose and there is a direct link between the selected apprenticeship unit and the individual's current or future job role with their employer;
  - 37.3. How all parties will work together (i.e. the roles and responsibilities of the provider, employer, and the learner); and
  - 37.4. The price of the programme (see paragraph 90). It must be clear to the employer from the outset if they will need to contribute.
38. The employer must agree with the provider to:
- 38.1. Release the learner for the training documented in the training plan;
  - 38.2. Provide the learner with the appropriate support and supervision to carry out both their job role and their training; and
  - 38.3. Provide the learner with the opportunity and support to embed and consolidate the new knowledge and skills in the workplace.

## Evidence requirements

The provider has:

- Confirmed, after completing the 3 key areas of initial assessment outlined in paragraph 18 (learner eligibility, programme eligibility and learning support), that the individual requires the knowledge and skills that would be delivered by the apprenticeship unit, in order to deliver their current or an expanded role and that both the individual and the programme are eligible for funding.
- Discussed and agreed the initial assessment with the employer and the learner. They have taken account of any required learning support in the design and proposed delivery of the programme.
- Agreed with the employer the conditions listed in paragraph 37\*.

The employer has agreed to the conditions listed in paragraph 38\*.

\*Agreement to these conditions can be embedded in the signed training plan or the contract for services.

## Duration and employment hours

### The duration of an apprenticeship unit

39. The typical planned duration of the apprenticeship unit, for a full time learner (who works at least 30 hours per week), will be between one and sixteen weeks (and between 30 and 140 delivery hours).
40. The provider must deliver, as a minimum, the number of delivery hours published on the apprenticeship unit (see paragraph 46) and the provider must agree in writing with the employer and the learner the delivery schedule of the apprenticeship unit to best meet their needs and these hours.

### Part-time employment hours (<30 hours per week)

41. If, at the beginning of the apprenticeship unit, the learner works fewer than 30 hours a week the provider must consider these working hours when setting a duration, so that training expectations are realistic. This must be agreed with the employer.
42. Zero-hours contracts are only acceptable where all of the other funding rules can be met.
43. Any learner, including those who are part-time or on a zero-hours contract, can complete the requirements of the apprenticeship unit earlier than their learning planned end date.

#### Evidence requirements

The provider has:

- Evidenced, where the learner works part-time (fewer than 30 hours per week) or is on a zero-hours contract, that they have considered the working hours and have set a realistic duration.

## Delivery hours

### Overview

44. Delivery hours is a funding requirement for an apprenticeship unit and is the basis on which the milestone payments to providers are paid (see paragraph 73). The provider must verify that the delivery hours meet the following definition:
  - 44.1. It is the number of hours delivered by a tutor and received by the learner during the learner's normal working hours, for the purpose of achieving the knowledge and skills of the apprenticeship unit. By normal working hours we mean the hours for which the learner would normally be paid, excluding overtime.
  - 44.2. Training must deliver new knowledge and skills that are directly relevant to the apprenticeship unit.
45. The tutor and the learner must be in the same physical or virtual space when training is delivered. This could be the simultaneous presence of both parties in a classroom, in another physical learning environment (e.g. the workplace) or in a virtual classroom.
  - 45.1. Delivery hours can include the teaching of theory, practical training, project work. It can also include 1:1 tuition (e.g. due to learning support). If the activity does not involve the simultaneous presence of both parties, then, while it may add value to the programme (e.g. an assignment to check understanding), it cannot be included in the delivery hours.
  - 45.2. Delivery hours must not include initial assessment and onboarding, English and maths standalone qualifications, training to acquire knowledge and skills not required by the apprenticeship unit, training which takes place outside the learner's normal working hours (unless the learner is compensated for this arrangement (e.g. time off in lieu or an additional payment)), revision, examinations or any other on-programme testing or assessment.

### Agreeing the volume of delivery hours

46. The minimum volume of delivery hours for all learners (full-time, part-time, term-time), will be published on the front of each apprenticeship unit; this will be between 30 and 140 delivery hours. To be eligible for government funding the provider must ensure that the learner receives at least the published volume of delivery hours for the apprenticeship unit.

- 46.1. A provider can plan to deliver more than the published minimum requirement but must not deliver less. Learners must receive the volume of high-quality training that they need to develop a full understanding of the area being studied.
47. The provider must agree with the employer the volume of delivery hours and the most appropriate timeframe and delivery model in which to deliver the training.

## Documenting delivery hours

48. All eligible training activity (see paragraphs 44 to 45) must be agreed in advance of delivery and the provider must document the planned delivery hours on the agreed training plan.
  - 48.1. Providers must use their own planned hours for the apprenticeship unit which must be at least equal to, but can be more than, the minimum requirement published on the apprenticeship unit.
49. The provider must also document actual delivery hours, at the end of the programme or where the learner leaves early as a non-completer. Actual delivery information may inform future iterations of each unit's minimum requirement.

## Delivering delivery hours

50. The provider is ultimately responsible for the delivery of all training that will enable the learner to successfully complete the apprenticeship unit. The delivery of apprenticeship unit training cannot be subcontracted to another party.
  - 50.1. All training must take place between the learning start date and the learning end date reported in the ILR. The learning end date must only be recorded when the last piece of training relevant to the apprenticeship unit has been delivered.
  - 50.2. If planned training is unable to take place as scheduled, the provider must ensure that all missed activity is re-planned, so that the full content of the training plan is delivered (see paragraph 57).
51. Some occupations may require the provider to be approved by a regulatory body before being able to deliver training in particular vocational areas. We may take action to recover funding where providers have delivered training but do not have the necessary approval.
52. Learners on maternity, adoption or shared parental leave may use their statutory keep in touch (KIT / SPLIT) days to continue with their training during their period of parental leave (please refer to paragraphs 133 to 141).

## Evidencing delivery hours

53. The provider is responsible for retaining evidence to support their delivery. The evidence must be quantifiable and must meet the delivery hours definition (namely it is training which is delivered in the simultaneous presence of the tutor and learner which teaches new knowledge and skills; is directly relevant to the apprenticeship unit, takes place in the learner's normal working hours; and excludes the activities listed in paragraph 45.2).
- 53.1. A template evidence form is available on GOV.UK. It is not mandatory to use this template.
54. Funds are at risk of recovery if the minimum delivery hours requirement is not met.
- 54.1. If milestone 1 has been claimed and the provider cannot evidence that at least 30% of the planned delivery hours have been delivered, then this payment will be recovered.
- 54.2. If milestone 2 has been claimed and the provider cannot evidence that 100% of the planned delivery hours have been delivered, alongside a successful outcome (see paragraph 64), then this payment will be recovered.

### Evidence requirements

The provider has:

- Agreed with the employer a number of planned delivery hours, which is at least equal to, but can be more than, the minimum requirement published on the apprenticeship unit and has agreed an appropriate timeframe with the employer in which to deliver these hours.
- Documented the planned volume of delivery hours on the signed training plan and has delivered the required training. Where relevant, they were approved by the relevant regulatory body before delivering training and there is evidence of this approval.
- Documented the actual volume of delivery hours when the learner exits the programme (both completers and early leavers) and ensured that this value is supported by proof of delivery. All delivery evidence must be quantifiable and must meet the definition given in paragraphs 44 to 45. No ineligible activities (see paragraph 45.2) have been included. The evidence should include a broad description of the activity or session to enable a cross-check against the training plan.

## The training plan

55. The provider is responsible for developing and agreeing a training plan with the learner and the employer. The learner and employer must be given the opportunity to contribute to this plan and the training plan must be agreed before any training is delivered. The signed version of the plan must be in place by the time that the first milestone payment is claimed.
  - 55.1. A template training plan is available on GOV.UK. It is not mandatory to use this template. Where an alternative is used, it must comply with paragraph 56 below.
56. The provider must make sure the training plan includes:
  - 56.1. The name of the learner, their job role and normal working hours.
  - 56.2. Details of the provider and the employer.
  - 56.3. Details of the apprenticeship unit, including the planned start and end dates, and confirmation of the total volume of delivery hours that the provider plans to deliver (see paragraph 48).
  - 56.4. For apprenticeship units that will include a non-mandatory qualification, details of the qualification being delivered.
  - 56.5. Details of when content will be delivered.
  - 56.6. Written confirmation from the employer that the learner will be allowed to undertake training within their normal working hours.
  - 56.7. Details of the assessment (see paragraphs 60).
  - 56.8. A section to allow the employer, provider and learner to sign off that the training plan has been delivered and the assessment passed by the learner.
  - 56.9. The process for resolving any queries or complaints regarding the apprenticeship unit. This must include details of the escalation route within the main provider's own organisation and the escalation process to Apprenticeship Service Support on 08000 150 600 or <mailto:helpdesk@manage-apprenticeships.service.gov.uk>
57. We only expect the training plan to be revised and re-signed by the employer where a) the planned learning end date on the training plan has changed; or b) any re-planned training (that was missed or not delivered) has a significant impact on the hours which employers need to release learners for. Changes to the

training plan that fall outside of these examples do not need an employer signature. The planned learning end date of the ILR must not be changed.

58. There is no requirement to undertake progress reviews, unless this is agreed with the employer.

### **Evidence requirements**

The provider has:

- A copy of the training plan, which meets the criteria set out in paragraph 56, which was originally signed and dated by all parties before the first milestone payment was claimed, along with any revisions.
- Evidence that progress is being made towards the agreed training plan.

## Assessment of the apprenticeship unit (skills test and validation)

59. The main provider must ensure the training plan is successfully delivered.
60. The learner must take a skills test to assess whether the learner has acquired the skills and knowledge in the apprenticeship unit. Further guidance on the assessment will be provided.
61. The learner must pass this skills test to demonstrate attainment of the knowledge and skills in the apprenticeship unit. The provider must determine the format of the test (e.g., multiple-choice, practical demonstration). It must:
  - 61.1. Be transparent, reliable, consistent, accurate, robust and proportionate to the learning outcomes.
  - 61.2. Include a sufficiently large question bank or varied tasks to prevent predictability.
  - 61.3. Be refreshed periodically to maintain integrity.
  - 61.4. Be designed to ensure a valid assessment of the skills and knowledge in the apprenticeship unit (e.g. a practical skill should be tested with a practical test).
62. The main provider and employer must agree the assessment approach used to ensure that the learner has acquired the knowledge and skills in the apprenticeship unit. This might involve adapting or developing the skills test to meet the employer's needs. Providers may agree with the employer to deliver a non-mandatory qualification (see paragraph 65.2.3) within the apprenticeship unit however this sits outside of the assessment required for apprenticeship units and for the purposes for paying milestone 2.
63. To validate a successful outcome of the apprenticeship unit, the assessment approach must be fully detailed on the training plan at the outset of the training. It must include details of the skills test. After completion of the learning, the training plan must be signed by the provider, learner and employer to confirm that it has been delivered. In particular:
  - 63.1. For the provider to confirm that the learner has completed the learning in the training plan and passed the skills test.
  - 63.2. For the learner to confirm that they have undertaken training and acquired the skills and knowledge detailed in the training plan.

- 63.3. For the employer to validate the training plan, confirming that the training plan has been delivered in full, the skills test has been passed, and that the learner has acquired the new knowledge and skills required to apply in their job role.
64. Once the training plan has been signed off by the provider, learner and employer (confirming that the training has been completed and skills test passed), then a successful outcome can be reported on the ILR. This together with a confirmation (on the ILR) that the training has been completed will trigger the second milestone payment.

### **Evidence requirements**

- This must include a statement on the training plan to acknowledge the plan is complete (signed by the employer, provider and learner). There must also be evidence that the learner has passed the skills test.
- Evidence that the skills test has been developed by a suitably qualified person who is independent from training delivery and that they have confirmed that it meets the requirements set out in these rules.

## What can be funded

### Eligible costs of training and assessment

65. Apprenticeship unit funding can only be spent on the following eligible costs:
  - 65.1. Initial assessment to confirm learner and programme eligibility and the subsequent enrolment (onboarding) of the learner.
  - 65.2. Delivery hours (that meet the definition in paragraphs 44 to 45):
    - 65.2.1 Relevant tutor costs (salary, on-costs, travel and subsistence claims) and delivery location costs.
    - 65.2.2 Learning materials used in the delivery of the training.
    - 65.2.3 Relevant training associated with a non-mandatory qualification, where there is a clear overlap between the qualification content and the content of the apprenticeship unit.
  - 65.3. Materials and consumables (non-capital items) used in the delivery of training.
  - 65.4. Programme governance, management and administration:
    - 65.4.1 The costs relating to lesson planning, quality assurance, collecting and reporting employer co-investment and using a software system to return management information.
    - 65.4.2 Proportionate salary and on-costs of staff who are directly involved in the governance, management and administration of the programme.
  - 65.5. Development and delivery of a skills test.
66. Further detail on the above eligible costs can be found in the [apprenticeship funding rules](#).
67. The majority of main providers will operate on commercial terms and will expect to create a surplus (profit); a surplus ensures the financial viability of a business and can provide funds, for example, to fund ineligible costs, improve facilities and services and remain competitive. This is a legitimate approach to take.
68. Providers and employers who are able to access apprenticeship unit funding, can only claim actual costs and must not make a profit from the delivery of training to their own staff or those of a connected company or charity.

## Evidence requirements

- The provider has only used the funding on the eligible costs of an apprenticeship unit (see paragraph 65).

## Ineligible costs – training

69. Apprenticeship unit funding must not be spent on any of the following ineligible costs:

69.1. Specific services / costs not related to the delivery and administration of the apprenticeship unit (typical ‘provider’ costs):

69.1.1 Lead generation activities and first contact activity (learner and employer recruitment).

69.1.2 The recruitment (including DBS checks) and continuing professional development of provider staff.

69.1.3 Development of original teaching materials related to a new offer.

69.1.4 Provider induction activities.

69.1.5 Student support services, graduation ceremonies and celebration events.

69.1.6 Wider business costs and the cost of personnel who are not directly involved in the programme.

69.2. Specific services / costs not related to the delivery and administration of the apprenticeship unit (typical ‘employer’ costs):

69.2.1 Learner wages, benefits, travel, accommodation and subsistence costs.

69.2.2 Personal protective clothing / uniforms and safety equipment required by the learner to carry out their day-to-day work.

69.2.3 The recruitment (including DBS checks) and continuing professional development of employer staff.

69.2.4 Employer induction activities for the learner.

69.2.5 Flexi-job apprenticeship agency fees.

- 69.2.6 Student membership fees.
  - 69.2.7 Any fees to awarding bodies for non-mandatory qualifications.
  - 69.2.8 Additional learning or re-sit costs linked to a non-mandatory qualification.
  - 69.2.9 Any training in excess of that required to pass the apprenticeship unit.
  - 69.2.10 Time spent by employees / managers supporting or mentoring learners and the creation of line manager resources.
  - 69.3. Cost of assessing overseas qualifications (e.g. [UK ENIC](#)).
  - 69.4. Learning support: the costs associated with any further detailed assessment or any learning support payments (which are funded separately).
  - 69.5. Capital purchases / lease agreements and any associated maintenance and depreciation.
  - 69.6. Financial inducements to any party in relation to the apprenticeship unit.
70. Further detail on ineligible costs can be found in the [apprenticeship funding rules](#).

### **Evidence requirements**

- The provider has not used apprenticeship unit funding on any of the ineligible costs listed in paragraph 69).

## Paying for an apprenticeship unit

### Funds in an employer's apprenticeship service account

72. All apprenticeship unit starts must be funded through the apprenticeship service. An employer who does not pay the levy can reserve funds using the apprenticeship service or receive a levy transfer to access funding for apprenticeship units.
73. Funding for an apprenticeship unit will be paid on two milestones:
  - 73.1. The first milestone payment will be made once the learner has been successfully onboarded and completed 30% of the planned delivery hours. This payment will reflect 30% of the price (up to the funding band).
  - 73.2. The second milestone payment will be made once the learner has completed 100% of the planned delivery hours, and achieved a successful outcome (e.g. passed their skills test and once the provider, learner and employer has confirmed that the training plan has been delivered (see paragraphs 59 to 64)). This payment will reflect the remaining 70% of the price (up to the funding band).
74. For levy paying employers who have sufficient levy funds available in their apprenticeship service account, or for employers who do not pay the levy, we will pay the milestone payments to the provider based on the price (up to the funding band).
75. For levy paying employers who have insufficient levy funds, we will pay the milestone payments to the provider based on 95% of the price (up to the funding band) (this will be the government's contribution). See paragraph 94 for information regarding the employer's contribution.
76. Deductions from the employer's apprenticeship service account will mirror these payments where funds are available.

### Use of an employer's apprenticeship service account

77. Employers must only add PAYE schemes for themselves or their connected companies or charities (according to HMRC's definition) to their apprenticeship service account.
  - 77.1. Public bodies cannot usually be connected for apprenticeship levy purposes. If an employer is a public body, they must only add the PAYE

scheme or schemes for one employer, that is, a government department, local authority, or non-ministerial department.

77.2. There are some exceptions where public bodies are considered to be corporate bodies, companies, or charities. If an organisation is connected, as defined by HMRC employment allowance connection rules and shares one apprenticeship levy allowance, then an account could be set up with another connected employer.

78. We will monitor accounts to check that PAYE schemes are properly used. If we have any questions, we may ask employers to provide evidence that the employers sharing an apprenticeship service account are connected.

79. Employers must:

79.1. Remove PAYE schemes from their apprenticeship service account that are no longer operated by the employer associated with the account (or leaves the group of connected companies);

79.2. Manage users associated with their account including:

79.2.1 Ensuring that individuals who are employed, or acting on behalf of the provider, are not given access to the employer's apprenticeship service account;

79.2.2 Controlling who can add users; and

79.2.3 Removing users who are not authorised to act on their behalf.

80. Employers can give the provider permission to enter the learner details (via their provider account) on their behalf. Employers will need to review and approve the learner details (entered by the provider) in order to release funding. Providers must not have access to an employer's apprenticeship service account, unless operating as an employer-provider.

81. Employers must not allow any third party to authorise payments through their apprenticeship service account.

82. To be funded from the apprenticeship service account, the data on the apprenticeship service account must correspond with the information submitted by the provider to us each month through the ILR. Payments to the provider will only be made if these details have been approved by the employer.

82.1. If we withhold payments to the provider because the employer has not approved the details, we will reconcile the payments due to the provider

when the data is approved (provided it is approved in the same academic year that the payment is due).

83. Employers are responsible for making accurate declarations to HMRC that we will use to manage their apprenticeship service account. If, as a result of retrospective changes to the amount of apprenticeship levy declared to HMRC, there is an overpayment by us to the provider, we may ask employers to pay us the employer co-investment value based on the rate in place when the apprenticeship unit training started - we will provide employers with details of this as required.

83.1. Where there would have been insufficient funds in the employer's apprenticeship service account, we will take responsibility for these payments and the employer will be required to pay co-investment direct to us. If this happens, we will provide details of the co-investment value to providers, as this may be needed for accounting purposes.

84. Employers whose organisation is subject to structural changes, including mergers and acquisitions, must contact us to inform us of these changes.

## **Reservation of funds by non-levy employers**

85. Employers, who do not pay the levy, can reserve funds using the apprenticeship service to access apprenticeship unit funding. More information on reservation of funds will be provided in the reservations [guidance](#) on GOV.UK.

86. Employers who are planning to use reserved funds to fund a learner, should reserve funds in advance of an apprenticeship unit starting. Funds must be reserved either prior to the apprenticeship unit starting or within the same calendar month in which it starts (i.e. the reservation cannot be backdated to a previous month).

87. Reservations can only be used for:

87.1. new apprenticeship unit starts; and

87.2. re-starts following redundancy, provider failure, or a change of employer, and this now needs to be funded via a reservation to allow the learner to continue / complete their apprenticeship unit.

88. Providers will need to establish how the apprenticeship unit is being funded prior to submitting their ILR, so that funds can be reserved accordingly.

89. Reservations will expire if they are not used within 3 months of the start date detailed within the reservation. If the reservation expires before the learner

starts their apprenticeship unit, the employer (or provider if they have been given permission) must make a new reservation.

## The price of an apprenticeship unit

90. The provider must agree a contract for services with the employer and this must include a price for the total cost of each apprenticeship unit. It must be clear if the employer will be expected to contribute (if applicable).
  - 90.1. This price must not include any VAT (although VAT may be charged on employer co-investment).
  - 90.2. The funding bands and the apprenticeship units placed within them, may be subject to change. Any change will only apply to new starts and not apply to learners already engaged on the programme.
91. If the true cost of delivery exceeds the funding band maximum the provider must agree off-line how the employer will pay this difference. VAT can be charged on this amount.
92. Where learners have completed part of the apprenticeship unit before and have moved employers, providers, or have withdrawn and restarted, we will not pay for any milestone if it has been previously claimed.

### Evidence requirements

- There is a signed and dated contract for services between the provider and the employer, and this has been updated as required.

## Employer co-investment

93. For employers who do not pay the levy, the government will fund all of the apprenticeship unit training and assessment costs, up to the funding band (as stated on the apprenticeship unit).
94. For levy paying employers who have insufficient levy funds, the government will fund 95% of the apprenticeship unit training and assessment costs, up to the funding band (as stated on the apprenticeship unit). Providers will need to liaise with the employer directly regarding the payment of any outstanding balance.
  - 94.1. Where the total price exceeds the funding band, employers (levy payers and non-levy payers) will be liable for all the additional costs above the funding band.

95. Where an employer is showing as a levy payer in their Apprenticeship Service account, but they haven't declared / paid any apprenticeship levy within the last 2 years (from when the eligible learner starts), in order to receive full government funding the employer will need to contact the Apprenticeship Service Support Desk on 08000 150 600 or email [helpdesk@manage-apprenticeships.service.gov.uk](mailto:helpdesk@manage-apprenticeships.service.gov.uk) to update their AS Account.
- 95.1. Changes to levy / non-levy status will not be backdated, so only eligible starts from the date of change will qualify for the full government contribution.
96. Where an employer becomes a levy-payer during an apprenticeship unit, which started as a non-levy apprenticeship unit, levy funds available in the employer's account will be used to pay any relevant milestone payments.
- 96.1. Please refer to the Apprenticeships Units Technical Funding Guide (which will be published ahead of implementation) for more information about when a change of circumstance affects the level of government contribution.

## Financial contributions by a learner

97. The provider, or the employer, must not ask the learner to contribute financially to the eligible costs of training. This includes both where the individual has completed the programme successfully or has left the programme early (this includes where they have left the employer).
- 97.1. Costs include any employer co-investment or additional training costs above the funding band that the employer has paid directly to the provider, where this is part of the agreed programme.

### Evidence requirements

- There is a statement in the training plan or contract for services that the provider and the employer will not ask the learner to financially contribute to the eligible costs of the apprenticeship unit.

## Value added tax (VAT)

98. Supplies of training or assessment which are paid by government funding, including the apprenticeship levy, are exempt from VAT.
99. Main providers must determine the VAT treatment on their invoices to employers.

100. We do not provide advice on VAT. Providers must always seek their own advice on VAT from HMRC if they are in any doubt about VAT treatment.
101. If main providers add VAT to invoices and the employer is VAT registered, the employer may be able to recover that VAT through its VAT returns. In determining the costs of training an employer will need to check with their main provider if VAT will be added and verify, internally or with HMRC, if it can be recovered.

## Subsidy control

102. Funds received by providers from an employer's apprenticeship service account (including government top-ups to funds), and government-employer co-investment do not fall within the scope of subsidy control from 1 August 2025 to 31 July 2026.
103. For more information on subsidy control, please visit [the UK subsidy control regime guidance](#) on GOV.UK.
104. Transfers of funds between employers may engage the subsidy control rules. For any transfer an employer receives, a percentage of the transferred funds may count towards the employer's Minimal Financial Assistance (MFA) exemption. This percentage represents the amount of government contribution towards the apprenticeship unit the employer would not have otherwise received, if funds had not been transferred.
105. The provider must ensure the employer completes an MFA declaration for relevant funding they receive through transfers.
106. If providers become aware that an employer exceeds their Minimal Financial Assistance exemption of £315,000 over a rolling 3-year period, they must contact us.

### Evidence requirements

Where applicable (for transfers), the employer must give a Minimal Financial Assistance declaration to their provider.

## Apprenticeship units funded by transfers of levy funds

### Rules for employers (including employer-providers and Flexi-Job Apprenticeship Agencies)

107. Levy-paying employers can transfer a percentage of their levy funds, which were declared for the previous tax year, to other employers, including Flexi-Job Apprenticeship Agencies (FJAAs). The annual transfer allowance percentage is currently set at 50% (and is based on actual transfer payments taken within the financial year) – this allowance covers transfers for both apprenticeship units and the main apprenticeship programme.
  - 107.1. The transfer allowance will be calculated, around the start of each tax year, and is based on the total amount of levy declared (to HMRC) during the previous tax year, with the English percentage applied, plus the 10% government top-up payment. This allowance is recalculated every tax year and any unused allowance will not be carried forward.
108. If employers are part of an account with connected organisations the transfer allowance will be calculated from the total levy declared by all organisations included within the account at the time of the calculation. They will not have an individual transfer account.
109. The transfer amount should cover 100% of the eligible training and assessment costs, up to the funding band maximum, of the apprenticeship unit.
110. By agreeing to fund an apprenticeship unit with a transfer, levy (sending) employers are committing to fund the apprenticeship unit over its entire duration until completion. Sending employers will need to ensure they do not exceed their transfer allowance and that they will have enough transfer allowance to cover these costs over the relevant training period. Sending employers will not be able to stop payments once they have approved the apprenticeship unit on the apprenticeship service and transfer payments will be deducted from their levy account first, prior to their own apprenticeships and / or apprenticeship units.
111. Employers cannot jointly fund an apprenticeship unit with another levy-paying employer.
112. Transferred funds can only be used to pay for training and assessment for apprenticeship units, for new apprenticeship unit starts. A transfer must be agreed and put in place before a learner (being funded by the transfer) starts their apprenticeship unit.
113. There must not be any conditions imposed on sending a transfer, such as choosing the receiving employer's main provider for them. This does not include any criteria that the sending employer may have set around their transfer pledge.

114. Employers must not seek or accept any incentives or inducements, or any other payments not authorised by us in exchange for sending or receiving a transfer.
115. Once the transfer of levy funds has been processed, the responsibility and liability of the transfer funded apprenticeship unit lies solely with the receiving employer – this includes the quality of the apprenticeship unit and the employment of the learner(s). The sending employer has no accountability for that apprenticeship unit going forward, apart from the commitment to fund the apprenticeship unit over its entire duration until completion.

### **Specific rules for employers receiving a levy transfer**

116. Once a transfer has been approved by the sending employer, receiving employers will have 6 weeks to accept these funds. If no action is taken, then the transfer funds will no longer be available – receiving employers would then have to apply for a new transfer should this funding still be required.
117. If the receiving employer has accepted these funds (within the 6 weeks), then they will have 3 months to use these funds, by linking the funds to an approved apprenticeship unit record. If no action is taken, then the transfer funds will no longer be available – receiving employers would then have to apply for a new transfer should this funding still be required.
118. Before entering the details on their apprenticeship service account, receiving employers must:
  - 118.1. Agree the transfer details with the sending employer (either by an approved pledge application or by a direct transfer connection);
  - 118.2. Agree with the main provider which apprenticeship unit the learner will be undertaking; and
  - 118.3. Confirm the price of the apprenticeship unit. All parties will need to approve these details through the apprenticeship service – in instances where the original application was auto-approved, then this stage of the process will also be automated for the sending employer.
119. Levy transfer funds may be subject to subsidy control rules. Please refer to paragraph 104 for further information.
120. For employers who have exhausted the levy funds in their apprenticeship service account, then if at any point the 'sending' employer has insufficient funds to cover the cost of the apprenticeship unit, then the government will only fund 95% of the remaining payments (see paragraph 94 for more information)

121. For levy-paying employers, if at any point the 'sending' employer has insufficient funds to cover the cost of the apprenticeship unit and the receiving employer has sufficient levy funds available then these funds will automatically be used.
122. If the agreed price of the apprenticeship unit exceeds the funding band maximum, receiving employers are liable for the additional costs.

## Rules for providers

123. Providers must fully explain to the receiving employer how government funding will work should the full cost of the apprenticeship unit not be met by the levy transfer, e.g. the sending employer runs out of levy funds (see paragraphs 93 to 94.1, and 120).
124. Providers can deliver training to learners they are funding through a transfer (i.e. they are also a levy-paying employer (this includes any connected companies)) – subject to this not being a condition of the transfer (see paragraph 113). This includes where providers are acting as a main provider.

## Evidence requirements

- Where the apprenticeship unit is being funded by a transfer of levy funds, providers must hold confirmation of who the sending employer is.

## Subcontracting

125. Subcontracting of apprenticeship unit delivery is not permitted; funding for all elements of each apprenticeship unit will be routed through a single provider that the employer has chosen. The provider must not enter into any agreement that would entail another party (e.g. supporting provider, employer) to deliver training on their behalf for a fee.

## Change of circumstance

### Where a learner withdraws from training

126. Where a change of circumstance means that a learner has withdrawn and the apprenticeship unit is no longer being delivered, no further funds from an employer's apprenticeship service account, government co-investment or additional payments (e.g. learning support) will be made.
127. In these circumstances:
  - 127.1. Providers must inform us of the date at which training activity stopped through the ILR.
  - 127.2. Providers must give the learner a transcript of the elements of the apprenticeship unit they have completed.

### Where employment ends or a learner changes employer

128. When employment has ended (resignation, dismissal, redundancy or any other action by the learner or the employer that results in the employment ending) the learner is no longer eligible to be funded and no further training can be delivered. Where a learner is withdrawn from provision, the provider must issue the learner with details of the training they have undertaken to date. This record must include details of the apprenticeship unit they were undertaking and a summary of the knowledge and skills that the learner has developed and evidenced during their time on the programme.
129. Where a learner is re-employed, and the new employer confirms the skills need and confirms they support the learner continuing the training, the learner can complete the apprenticeship unit (but in line with paragraph 92 milestone 1 can only be claimed once).

#### **Evidence requirements**

- Where a learner is withdrawn the provider has issued the learner with details of the training they have undertaken to date (see paragraph 128).

## Changes to the apprenticeship unit duration

130. The planned duration of the apprenticeship unit must be between one and sixteen weeks (and between 30 and 140 delivery hours). The provider must agree in writing with the employer and the learner the delivery schedule of the apprenticeship unit to best meet their needs.
131. If circumstances change (e.g. because of illness or unpaid absence it will take the learner longer than expected to complete the apprenticeship unit) the duration can be extended. The apprenticeship unit may be extended by up to eight weeks beyond the original planned end date. These exceptional cases must be agreed in writing with the employer and learner.
132. Any learner enrolled on an apprenticeship unit must be withdrawn by the provider if they have not reached milestone 2 eight weeks after their planned end date. The only exception to this rule is if a learner takes maternity, adoption or shared parental leave. In these cases they can continue the apprenticeship unit when they return to work and do not need to be withdrawn.

## Maternity, adoption and shared parental leave

### Maternity

133. A learner may carry out up to 10 days' work for their employer during the maternity leave period without bringing their maternity leave period to an end (these days are referred to as keeping in touch or KIT days). If a learner wishes to use any of their 10 designated KIT days to continue with their training they may do so and the provider can continue to support them.
- 133.1. Learners will lose their entitlement to statutory maternity pay and may bring their statutory maternity leave to an end if they undertake more than 10 days' work (their KIT entitlement) during their maternity leave. This may not affect any contractual rights.
- 133.2. Where KIT days are to be used for training during a period of maternity leave, the provider is required to agree this in writing with the learner and the employer (see paragraph 137).

### Adoption leave

134. A learner may carry out up to 10 days' work for their employer during their statutory adoption leave period without bringing their statutory adoption leave or adoption pay period to an end (these days are referred to as keeping in touch or KIT days). If a learner wishes to use any of their 10 designated KIT days to

continue with their training they may do so and the provider can continue to support them.

- 134.1. Where KIT days are to be used for training during a period of adoption leave, the provider is required to agree this in writing with the learner and the employer (see paragraph 137).

## **Shared parental leave**

135. A learner may work for up to 20 days during a shared parental leave period for each of their employers without bringing their leave to an end. These days are referred to as shared parental leave in touch or SPLIT days; these are separate and additional to any KIT days during a period of maternity or adoption leave. If a learner wishes to use any of their designated SPLIT days to continue with their training, they may do so and the provider can continue to support them.

- 135.1. Where SPLIT days are to be used for training during a period of shared parental leave, the provider is required to agree this in writing with the learner and the employer (see paragraph 137).

## **Paternal leave**

136. Statutory paternal leave is a maximum period of 2 weeks. The provider would be expected to structure the delivery of training around any paternal leave so that the learner can still complete their programme.

## **The agreement**

137. Where a learner and employer wish to use KIT / SPLIT days to continue with training, the provider must complete the following agreement with them. This agreement must be signed by all parties (provider, employer, learner) and must include:

- 137.1. The learner's reason behind their request to continue training during KIT / SPLIT days, the number of days to be used and the number of hours proposed to be spent on training on these days (any training carried out on a KIT / SPLIT day would constitute 1 full day's work and therefore one KIT / SPLIT day); and

- 137.2. An acknowledgement by the learner that in undertaking training on a KIT / SPLIT day this will impact their entitlement to KIT / SPLIT days, as well as statutory maternity / adoption / shared parental leave and pay (i.e. they may lose statutory maternity / adoption / shared parental leave and pay if KIT / SPLIT days are exceeded).

138. During a period of maternity / adoption / shared parental leave, only the training that is delivered on the actual KIT / SPLIT day(s) can be included towards the minimum delivery hour requirement by the provider. At all other times during the leave period, the learner is not 'working' and therefore any training delivered during this time would not meet the requirement that apprenticeship unit delivery hours takes place in working hours (see paragraph 44.1).
139. The intention of the policy arrangements described in paragraphs 133 to 137 is to allow a learner with minimal training time left (less than the available number of KIT / SPLIT days) to complete their programme during their leave or to use these days to allow for an incremental return to training prior to returning to the workplace (e.g. to train with a cohort prior to a return to the workplace).

### **Actions for the provider and employer to take**

140. If the learner is not intending to use any KIT / SPLIT days to continue training during their period of maternity / adoption / shared parental leave, they can continue the training when they return to work (see paragraph 131).
141. If the learner is intending to use KIT / SPLIT days to continue training during their period of maternity / adoption / shared parental leave, please see paragraphs 137 to 139.

### **Evidence requirements**

- The provider has a copy of the agreement, signed by all parties, which complies with the detail set out in paragraph 137.

## Programme evidence requirements

142. Providers must give accurate unique learner number (ULN) information to the apprenticeship service and awarding organisations and ensure all information used to register a learner is correct.
143. Providers must hold evidence to assure us that they are using growth and skills levy funding appropriately. Most evidence will occur naturally from their normal business process. If evidence is not available funding may be at risk.
  - 143.1. Providers must make this evidence pack available to us on request.
  - 143.2. The learner and / or employer must confirm the information they provide is correct when it is collected. Providers must have evidence of this, which can include electronic formats.
  - 143.3. Where information is held centrally, providers only need to refer to the source.

## Confirmation and signatures

144. We accept electronic evidence, including electronic / digital signatures. Where evidence is electronic, providers must have wider systems and processes in place to assure that learners exist and are eligible for funds.
145. Where an electronic or digital signature is being held, from any party for any reason, providers must ensure it is irrefutable. Systems and processes must be in place to assure to us that the original signature has not been altered. Where any document needs to be renewed and a new signature taken, it must be clear from when the new document takes effect and both must be held.
  - 145.1. Both electronic and digital signatures are acceptable, we do not specify which must be used, only that a secure process to obtain and store signatures is followed.
  - 145.2. An electronic signature is defined as any electronic symbol or process that is associated with any record or document where there is an intention to sign the document by any party involved. An electronic signature can be anything from a check box to a signature.
  - 145.3. A digital signature is where a document with an electronic signature is secured by a process making it irrefutable. It is a digital fingerprint which captures the act of signing by applying security to a document. Usually documents which have a digital signature embedded are extremely secure and cannot be accessed or amended easily.

146. Providers must keep effective and reliable evidence and are responsible for making the evidence they hold easily available to us when we need it.

## **Individualised learner record (ILR)**

147. The evidence pack must include all information reported to us in the ILR and the earnings adjustment statement (EAS) and if it applies, the supporting evidence for the data providers report.
148. Providers must accurately complete all ILR fields for a learner as required in the ILR specification, even if they are not used for funding. This includes reporting an accurate National Insurance number for the learner. Employers must also make sure that the PAYE scheme used in the apprenticeship service account for the learner is linked to the National Insurance number for the learner declared by the provider in the ILR. Where provider data does not support the funding they have claimed, we will take action to get this corrected and could recover funds.
149. The ILR must accurately reflect what has happened. Providers must not report inaccurate information even where they perceive that this would result in a more equitable claim for funding or accurate record of performance.

## **Self-declarations**

150. Where a self-declaration is needed, this must state the learner or employer's details and describe what is being confirmed.

## Glossary

### Adult Skills Fund

The adult skills fund (ASF) has replaced the adult education budget (AEB).

### APAR

See Apprenticeship Provider and Assessment Register

### Apprenticeship levy (see also Growth and skills levy)

A levy on UK employers to raise funds to pay for apprenticeship training and assessment and apprenticeship units. It is charged at 0.5% of an employer's pay bill, but each employer receives an allowance of £15,000 to offset against their levy payment. As a result of this allowance, only employers with an annual pay bill greater than £3m must pay the levy. Levy payments are made monthly to HMRC.

### Apprenticeship unit

A targeted flexible training programme in either a critical skill shortage area or where there is a market failure. This short course contains a mixture of skills and knowledge from existing occupational standards, designed to support employees to get the skills that their employer needs.

### Apprenticeship Provider and Assessment Register (APAR)

This is a record of organisations that are eligible to receive government funding to train apprentices and learners taking apprenticeship units.

### Apprenticeship service

The digital interface to services designed to support the uptake of apprenticeships and apprenticeship units. It allows employers to choose and pay for the apprenticeship units that they want and will support the uptake of apprenticeship units. The service contains information coming from a range of different sources, including main providers.

## **Apprenticeship service account**

The area on the [apprenticeship service](#) where employers can manage their funding, their employees undertaking either an apprenticeship or an apprenticeship unit, view their account balance and plan their spending.

## **Apprenticeship Unit Technical Funding Guide**

A document which explains how apprenticeship unit funding works. This includes government contribution, funding bands, learning support etc. Employers may find this information useful to help understand how employer accounts on the apprenticeship service account operate.

## **Assessment**

A skills test to assess whether the learner has acquired the skills and knowledge in the apprenticeship unit.

## **Change of circumstance**

Changes in a learner's personal or employment circumstances, or to their apprenticeship unit duration. There are different actions to take and effects on funding depending on the type of change.

## **Contract for services**

A contract between a contractor and a client (e.g. a provider and an employer).

## **Contract of service**

A contract between an employee and an employer.

## **Delivery hours**

Defined as training, which a) is delivering new knowledge and skills, b) is directly relevant to the apprenticeship unit, c) is delivered in the learners normal working hours (but outside of their productive job role) and d) excludes ineligible activities such as progress reviews. The volume delivered must be based on the published minimum requirement for the programme. The key difference between delivery hours (used in apprenticeship units) and off-the-job training (used in the main apprenticeship programme) is that the tutor and the learner must be in the same physical or virtual space when training is delivered for an apprenticeship unit.

## **Disability**

See 'Learning difficulty or disability (LDD)'

## **Dismissal**

When an employee's contract of employment is terminated.

## **Double funding**

Where multiple funding sources are used for the same activity.

## **Earnings adjustment statement (EAS)**

The [earnings adjustment statement](#) is how providers claim funding that cannot be claimed through the individualised learner record.

## **Eligibility**

This can refer to either learner eligibility or programme eligibility. In both cases the eligibility criteria must be met in order to access apprenticeship unit funding. Learner eligibility criteria includes age and the right to work in England. Programme eligibility criteria includes the employment arrangements of the learner.

## **Eligible costs**

Costs that directly relate to the delivery of apprenticeship unit training and assessment. These eligible costs make up the total price, which is paid for using funds from either an employer's apprenticeship service account or through government co-investment.

## **Employee**

An individual who has a contract of service. This does not include individuals who are self-employed.

## **Employer**

An organisation that has a contract of service with a learner. This can include a Flexi-Job Apprenticeship Agency (FJAA). This may also include a company or charity whose PAYE scheme the employer has connected to their apprenticeship service account. References

to an 'employer' describe the whole organisation, not individual sites, locations, groups, or companies linked by directors.

## **Employer agreement**

Employers must accept this agreement to get or reserve apprenticeship / apprenticeship unit funding. This agreement sets out the terms for use of the Apprenticeship Service by the employer and the obligations by which the employer agrees to be bound. It applies to all employers including those that pay the apprenticeship levy as well as those employers that do not pay the apprenticeship levy.

## **Employer-Provider**

An employer-provider is a levy-paying organisation that is on the 'employer-provider' route of the Apprenticeship Provider and Assessment Register (APAR).

## **Evidence pack**

A collection of documents and information about a learner and their apprenticeship unit. It provides evidence that the learner exists, is eligible for funding and that the apprenticeship unit is being delivered in line with the funding rules.

## **Funding band**

For apprenticeship units the funding band represents the maximum total cost that the government will contribute. The maximum of these bands (details of which can be found in the Apprenticeship Unit Technical Funding Guide) is the most that the government will contribute towards an apprenticeship unit, including amounts that can be taken from a levy-paying employer's apprenticeship service account.

## **Funding rules**

See 'Apprenticeship unit funding rules'.

## **Government-employer co-investment**

The government will contribute a level of funding towards the cost of the apprenticeship unit. The level of contribution depends on whether the employer is a non-levy payer, or a levy payer who has exhausted their levy funds.

Where the government contribution doesn't cover the full cost, the provider will need to liaise with the employer directly regarding the payment of any outstanding balance.

## **Growth and skills levy**

The government is transforming the apprenticeship levy into a new growth and skills levy which will deliver greater flexibility to employers, more opportunities for young people and support the industrial strategy.

## **Immigration permission**

The permissions, or otherwise, granted by the government of the United Kingdom for an individual to reside here. Learners need immigration permission to study in the UK.

## **Individualised learner record (ILR)**

The primary data collection requested from providers for further education and work-based learning in England. The data is used widely, most notably by the government, to monitor policy implementation, the performance of the sector and to allocate funding.

## **Inducement**

Something that persuades or influences someone to do something. For example, if a provider offered extra training, not required for the apprenticeship unit, to an employer and included this in the price. This is not allowed.

## **Ineligible costs**

Costs that must not be included in the price. For example, travel costs and wages.

## **Initial assessment**

The process of identifying an individual's learning and support needs to enable the design of an individual training plan. It determines the learner's starting point for their programme.

## **IR35**

Off-payroll working rules make sure that a worker (sometimes known as a contractor) pays broadly the same Income Tax and National Insurance as an employee would.

## **Knowledge and skills**

These are set out in all apprenticeship units; learners are required to learn them during the delivery hours. They are then assessed through the skills test.

## **Learner**

An individual who is doing an apprenticeship unit.

## **Learning actual end date**

The date when learning towards the apprenticeship unit is complete. There must be evidence of learning on this day.

## **Learning difficulty or disability (LDD)**

A learner having a learning difficulty or disability may form part of a need's assessment and if it directly impacts on their learning, they could be eligible for learning support. See also 'Learning support'.

## **Learning gap**

Where a learner has a gap in their learning or knowledge due to not having obtained certain skills or behaviours.

## **Learning planned end date**

When learning towards the apprenticeship unit is planned to finish.

## **Learning start date**

This is when learning begins. It does not include enrolment, initial assessment or induction. There must be evidence of learning on this date.

## **Learning support**

Financial support that providers can claim to help with the cost of any reasonable adjustments directly related to an apprenticeship unit. Learning support must only be used to support learners who have been assessed as having a learning disability or difficulty (for which a reasonable adjustment is required in order for them to undertake their apprenticeship unit) and is not to be used to address learning gaps.

## Levy-paying employer

An employer, or group of connected employers, with a collective annual pay bill of over £3 million who therefore pay the levy.

## Main provider

A main provider is an organisation that is on the 'main provider' route of the Apprenticeship Provider and Assessment Register (APAR).

## Maternity leave

See 'Parental leave'

## National Minimum Wage

View the [National Minimum Wage](#) rates on GOV.UK.

## Non-levy paying employer

An employer, or group of connected employers, with a collective annual pay bill of less than £3 million who therefore do not pay the apprenticeship levy.

## Non-mandatory qualification

A qualification that a learner does not require to achieve an apprenticeship unit. We will pay for any training within a non-mandatory qualification that overlaps with the knowledge and skills requirements of the apprenticeship unit. The employer must pay for any peripheral costs such as registration, examination and certification.

## Normal working hours

The apprentice's paid hours, not including any overtime. Legally, there are [maximum weekly working hours](#).

## Onboarding

Following the initial assessment, onboarding will include developing, agreeing and obtaining signatures on any relevant paperwork, such as the training plan. Onboarding does not include training delivery and therefore does not count towards delivery hours.

## **Parental leave**

When an employee takes time off work due to maternity leave, paternity leave, shared parental leave or adoption leave.

## **Part time learner**

An individual engaged on an apprenticeship unit who works less than 30 hours per week.

## **Paternity leave**

See 'Parental leave'.

## **Pay bill**

The total amount of money employers pay their employees each year.

## **Person of significant control**

A person with significant control (PSC) is someone who owns or controls a company. They're sometimes called 'beneficial owners'. Most PSCs are those who hold more than 25% of shares in the company, more than 25% of voting rights in the company and the right to appoint or remove the majority of the board of directors.

## **Personal learning record (PLR)**

The personal learning record (PLR) allows individuals to access their past and current achievement records. These can be shared with schools, colleges, further education training providers, universities or employers when making an application to further their education, training and employment.

## **Prior learning**

Previous learning that may count towards an apprenticeship unit.

## **Prison leaver**

Individuals who have previously served a custodial sentence.

## Productive job role

The job for which the employer has employed the learner.

## Provider

An organisation holding a funding agreement with us through which we directly route funds from an employer's apprenticeship service account or government co-investment. This may be an organisation that is either on the 'main provider' route or the 'employer-provider' route of the Apprenticeship Provider and Assessment Register (APAR). This organisation will have the overall responsibility for the training and assessment of the learner.

See also 'Main provider' and 'Employer-provider'.

## Provider Agreement

A legally binding funding agreement between a provider and the Secretary of State. Providers must accept this agreement to manage provision on the apprenticeship service and receive funding from the Secretary of State.

## Receiving employers

Employers (levy or non-levy paying) who receive a transfer of funds from a levy-paying employer. See also 'Transfer of funds'.

## Redundancy

The statutory definition of redundancy ([Employment Rights Act 1996](#)) identifies three sets of circumstances (business closure, workplace closure, diminished requirements of the business for employees to do work of a particular kind) and an employee's dismissal can be considered to be by reason of redundancy if one of these circumstances is the reason for the dismissal. Redundancy includes voluntary redundancy. See also 'Change of circumstance'.

## Restart

When a learner:

1. restarts after withdrawing from the programme and joins the same programme from the point that they previously left or;

2. restarts after transferring provider and joins the same programme from the point that they previously left.

## **Sending employers**

Levy-paying employers who have unused levy funds in their apprenticeship service account and transfer them to another employer. See also 'Transfer of funds'.

## **Skills England**

An executive agency of the Department for Education. You can find more information on the [Skills England](#) website.

## **Sole trader**

A person who conducts business by their own personality and not with any other corporate personality.

## **Subsidy control**

The UK subsidy control regime began on 4 January 2023. It enables public authorities, including devolved administrations and local authorities, to give subsidies that are tailored to their local needs, and that drive economic growth while minimising distortion to UK competition and protecting our international obligations.

## **Subcontract**

An agreement entered into between the provider and a subcontractor. This is not allowed in the delivery of apprenticeship units.

## **Subcontracting**

Subcontracting is not allowed under the apprenticeship unit programme. Subcontracting would be defined as any delivery to a learner's apprenticeship unit of learning by a separate legal entity (a subcontractor).

## **Subcontractor**

Subcontracting is not allowed under the apprenticeship unit programme. A subcontractor would be defined as a separate legal entity or an individual (not an employee) that has an

agreement (called a subcontract) with a provider to deliver any element of the education and training we fund.

## **Training**

See Delivery Hours

## **Training plan**

The training plan sets out the training that has been identified through the initial assessment as required to complete the programme. It must be signed by the learner, their employer and the provider and all parties must retain a current signed and dated version.

## **Transfer of funds**

When levy-paying employers transfer any unused levy funds in their account to other employers.

## **Transfer to a new employer**

See 'Change of circumstances'.

## **Transfer to a new provider**

See 'Change of circumstances'.

## **UKPRN**

This is an 8-digit number from the UK Register of Learning Providers (UKRLP), every provider (including every subcontractor) who delivers apprenticeship training and/or assessment must register with the UKRLP.

## **Unique learner number (ULN)**

A 10-digit reference number. This can be used to access or edit the personal learning record (PLR) of anyone that is in education or training and older than 14.

## **Withdrawal**

When a learner leaves or stops taking part in their programme before they have completed it. See also 'Change of circumstances'.

## **Working hours**

See 'Normal working hours'.

## **Zero-hour contracts**

Contracts which do not specify a set number of hours for the employee to work.



**UK Government**

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