

## **BETTER BUSINESS SUPPORT PACKAGE**

### **Apprenticeship Grants**

#### **Terms and Conditions (April 2025)**

#### **Apprenticeship Grants up to £2,000 per Apprentice**

---

### **1. Background**

The grants noted above to which these Terms and Conditions apply (in each case, a “**Grant**”) form part of the Better Business Support Package (the “**Package**”), a Government of Jersey initiative designed to increase productivity and protect competitiveness during the transition to a living wage. The Grants are designed to provide targeted support to Jersey businesses that employ approved apprentices (in each case, an “**Apprentice**”) who are paid during their attendance on Government subsidy approved apprenticeship courses (in each case, an “**Approved Course**”).

### **2. Key stakeholders**

The key stakeholders involved with these Grants are:

- **The Department for the Economy, Government of Jersey (acting through the Minister for Sustainable Economic Development) (the “Department”)**: which is ultimately funding the Grants and has overall oversight in relation to the Package and the Grants.
- **Jersey Business Ltd (“Jersey Business”)**: which is the Department’s Intermediary Delivery Partner responsible for the day-to-day administration, governance and monitoring of the Grants and ensuring compliance with these Terms and Conditions.
- **The “Recipient Organisation”**: which is the ultimate beneficiary of a Grant and employs and pays the Apprentice(s) named in the approved Grant funding application (in each case, the “**Application**”).

### **3. Terms and Conditions**

These Terms and Conditions apply as between Jersey Business and the Recipient Organisation and are designed to ensure that Grants comply with relevant legislation and represent an effective and approved use of public funds.

The Department shall have the benefit of and the right to enforce these Terms and Conditions but, subject to this, nothing in these Terms and Conditions confers or purports to confer any right to enforce these Terms and Conditions on any person other than the Recipient Organisation and Jersey Business.

### **4. Funding**

The Grant provides a Recipient Organisation with a payment of up to £2,000 per Apprentice in accordance with the following requirements. The approved Grant for each Recipient Organisation is as specified at the end of these Terms and Conditions as signed and digitally returned by the Recipient Organisation in question.

The Grant will be paid by Jersey Business following signing and digital submission of these Terms and Conditions by the Recipient Organisation and submission by the Approved Course provider of documentary evidence satisfactory to Jersey Business (acting reasonably) confirming complete and satisfactory attendance and participation by the Apprentice in the Approved Course within the period verified by the Approved Course provider and as detailed in the Application in accordance with the published terms applicable to that Approved Course.

Partial or unsatisfactory attendance or participation by an Apprentice in an Approved Course will not qualify for the payment of a Grant.

Where a single Application is made in respect of more than one Apprentice, Jersey Business reserves the right to pay the Grants for all such Apprentices whose complete and satisfactory attendance and participation in their Approved Courses has been confirmed in accordance with the preceding paragraph in one lump sum following Jersey Business receiving such confirmation for the last of the Apprentices.

This section 4 is subject to the Clawback Rights as described and defined in section 7 below.

## **5. Administration**

Grants are ultimately being funded by the Department, with Jersey Business acting as intermediary delivery partner receiving, assessing and approving Applications and distributing Grant monies to successful Recipient Organisations.

Jersey Business will oversee the governance of the Grant and compliance by Recipient Organisations with these Terms and Conditions, ensuring public funds are spent appropriately and that value for money is achieved.

## **6. Recipient Organisation obligations**

The Recipient Organisation is responsible for ensuring the complete and satisfactory attendance and participation in the Approved Course(s) by its Apprentice(s) in accordance with the published terms applicable to the Approved Course(s), and for complying with these Terms and Conditions.

Without limiting the foregoing, the Recipient Organisation shall:

- Comply with all legislation, regulations, codes of practice, guidance and best practice applicable from time to time to its business and operations and the use of the Grant
- Release its Apprentice(s) from work in good time to attend their Approved Course(s)
- Fully and fairly remunerate its Apprentice(s) during their training, as a minimum to the value of the prevailing current minimum wage threshold

- Maintain and store securely clear and comprehensive records of the employment and attendance and participation in the Approved Course(s) by its Apprentice(s), and the Recipient Organisation's compliance with these Terms and Conditions, (collectively, the **"Records"**)
- Provide copies of the Records to Jersey Business promptly upon request, if requested
- Submit to Jersey Business documentary evidence satisfactory to Jersey Business (acting reasonably, and if required) confirming complete and satisfactory attendance and participation by its Apprentice(s) in the Approved Course(s) detailed in the Application in accordance with the published terms applicable to the Approved Course(s)
- Immediately notify Jersey Business in writing of all relevant details if the Recipient Organisation becomes aware that an Apprentice will not completely and satisfactorily attend and participate in their Approved Course in accordance with its published terms
- Maintain robust controls and governance procedures to ensure adherence to these Terms and Conditions
- Ensure the maximum impact of the Grant and that it represents value for money
- Co-operate fully with Jersey Business and the Department in relation to all matters arising out of or in connection with the Grant and/or these Terms and Conditions.

## 7. Clawback Rights

In the event of:

- non-compliance by a Recipient Organisation with these Terms and Conditions; and/or
- any overpayment of a Grant to the Recipient Organisation by the Department and/or Jersey Business,

the Department and/or Jersey Business shall have the right to withhold or recover all or any part of the Grant paid or payable to the Recipient Organisation and/or to deduct an amount equal to all or any part of the Grant from the balance of any monies otherwise due to the Recipient Organisation (in any such case, a **"Clawback Right"**).

The Clawback Right shall apply, without limitation, in situations where an Apprentice has not completely and satisfactorily attended and participated in the Approved Course detailed in the Application in accordance with the published terms applicable to that Approved Course.

If the Department and/or Jersey Business wishes to exercise a Clawback Right, it shall notify the Recipient Organisation in writing (a **"Clawback Notice"**) of the amount of the Grant which is subject to the Clawback Right and the nature of, and reasons for, the Clawback Right being exercised. If the Clawback Notice states that an amount is to be recovered from the Recipient Organisation, the Recipient Organisation shall return the notified amount to the Department or Jersey Business (as the case may be) in full, without discount, set-off, counterclaim or otherwise, no later than 30 working days after the date of the Clawback Notice.

## 8. Feedback

The Recipient Organisation shall provide feedback relating to the Package and/or the Grant as required from time to time by Jersey Business and/or the Department.

Without limiting the generality of the foregoing, the Recipient Organisation shall provide full and timely responses to any surveys issued in relation to the Package and/or the Grant to support the Department's assessment of the success or otherwise of the Package/Grant. The information to be reported within this process will relate, amongst other things, to the Application experience and the success relative to the objectives outlined in the Application.

## **9. Governing law**

These Terms and Conditions are governed by and shall be construed in accordance with Jersey law and the Recipient Organisation submits to the exclusive jurisdiction of the Jersey courts in relation to any matters arising out of or in connection with the Grant and/or these Terms and Conditions.

## **10. DECLARATION**

**By signing and digitally submitting these Terms and Conditions on behalf of a Recipient Organisation, you confirm that:**

1. You are duly authorised by the Recipient Organisation to accept, sign and submit these Terms and Conditions on its behalf;
2. The Recipient Organisation accepts and agrees to be bound by these Terms and Conditions;
3. The information provided in the Recipient Organisation's Application is true, accurate and complete in all material respects;
4. All directors, shareholders, partners, legal and/or beneficial owners and others exercising control over the Recipient Organisation (in any such case, "**Controllers**") will procure compliance by the Recipient Organisation with these Terms and Conditions;
5. None of the Controllers has been convicted of fraud, bribery, or any other crimes that would prevent them from acting in that capacity under Jersey law;
6. The Recipient Organisation is, and will for a minimum period of 12 months after the date of this Declaration be, able to pay its liabilities as they fall due; and
7. The Recipient Organisation consents to Jersey Business, the Department, Revenue Jersey and any other administration of the Government or States of Jersey sharing data and information received from the Recipient Organisation for the purposes of and in connection with the Grant, the Package, these Terms and Conditions and all matters (including but not limited to any enforcement actions) arising out of or in connection with them.

Noting in relation to point 7 above, the name(s) of the Recipient Organisation will remain confidential to the data sharing process and will not be disclosed except with the express written consent of the Recipient Organisation or as required in connection with the exercise of any Clawback Right.

Unique Application Reference: Apprentice Name(s)

Approved Grant Amount:

Recipient Organisation Name: Recipient Organisation Address:

Authorised Signatory Name:

Role:

Signature:

Date: