



Law Society of Northern Ireland

Supplementary Information to Indentures of Apprenticeship (training contract)

Employment obligations and rights

The Indentures of Apprenticeship Deed sets out the contractual responsibilities between Master, the trainee solicitor, and the Law Society of Northern Ireland, in relation to the training relationship. It does not stand in the place of an employment contract, nor does it attempt to deal with issues of employment status or any other entitlements and obligations which may arise from the employment of the trainee solicitor. It is not the function of the Law Society to advise in respect of employment status or general employment rights and if you have any such queries you are advised to seek independent legal advice should you have a question or query in this regard.

Rates of Pay

The Society's minimum rates of pay associated with the Trainee Solicitor programme commencing in **September 2025** are set out below.

Year 1

The minimum rate of pay for trainees starting **on or after 1 September 2025, and in the first year of the Traineeship**, will be the relevant **UK National Minimum Wage rate for an apprentice - £7.55 per hour**.

Year 2

Trainees who have completed their first year and that are aged 21 and over will be entitled to the **National Living Wage – £12.21 per hour**.

Please note the rates change on 1 April every year.

In accordance with National Minimum Wage legislation, trainees must be paid at least the NMW for all the time they work. This includes time spent working in their Master's office and time attending at, or taking exams set by, the Institute of Professional Legal Studies (the "Institute"). **Whilst at the Institute, trainees are engaged in a full-time course of professional education and undertake a minimum of 35 hours a week study. This includes attendance at lectures and tutorials, in addition to periods of independent study.**

April 2025

Any hours worked over 35 per week must also be paid in line with National Minimum Wage legislation.

Statutory Paid Holiday Entitlement

Under the Working Time Regulations (WTR), Trainee Solicitors are required to receive a minimum of 5.6 weeks (28 days) statutory paid holiday per year which can include public and bank holidays.

Firms should therefore note that two public holidays fall during the Institute term (St Patrick's Day and the Early May Bank Holiday) and the remainder of the paid annual leave to which a Trainee Solicitor is entitled should be granted in accordance with WTR requirements.

If the employer's holiday year runs from 1 January to 31 December each year then the holiday entitlement for an Trainee Solicitor under the WTR is as follows:

- September to December pro-rata entitlement for 4 months (i.e. 9 days holidays);
- January to December full year's entitlement (not pro-rated);
- January to August pro-rata entitlement of 8 months (i.e. 19 days holidays).

If the employer's holiday year runs from the date of commencement of the traineeship from the first Monday in September in any given year up to the 31 August of the second year, the holiday entitlement will be two full years, with no pro-rating.

Absence from office

Under the Indentures you must:

- (i) permit the trainee leave of absence:
 - a. to prepare for and attend examinations at the Institute or elsewhere as may be prescribed, and
 - b to enable the trainee to attend such courses, lecture, seminars or other instruction as may be prescribed from time to time by the Education Committee.

Otherwise trainees are required to attend at the office on a full-time basis during the course of the in-office training period. If the trainee is absent from the office for any extended period of time this will then affect the Indenture expiry date.

Full time basis

The Indentures of Apprenticeship Deed require the trainee to undertake their training on a full-time basis. As a guide to what constitutes full-time, the Law Society recommendation is a minimum of **35 hours per week**. Working on a part- time basis is possible, although permission should be sought from the Law Society Education Committee as working part-time will affect your Indenture Expiry Date.

Employment contract

Trainees may be asked to enter into a contract of employment with their Master's/training firm. If there is a system of dual contracts of employment and training, the Indentures of Apprenticeship (training contract) runs concurrently with a contract of employment between the trainee solicitor and the Master/training firm. Where there is any circumstance where a term of the employment contract conflicts with any term of the Indentures of Apprenticeship, the Indentures of Apprenticeship take precedence.

Training Contract (Indentures) expiry date

The expiry date of the Indentures is not the qualification date of the trainee solicitor. It simply means that the contract between the Master and the trainee solicitor is at an end. A trainee must apply to be admitted the Roll of Solicitors in order to qualify as a solicitor. An information pack regarding Admission to the Roll will be sent to the trainee in the month prior to end of the contract. Masters will be required to swear an Affidavit stating the trainee has served them as an Apprentice in a proper and satisfactory manner for a full period of two years. Trainees will be required to swear an Affidavit stating that they have served as an Apprentice in a proper and satisfactory manner for a full period of two years.

Working in office while attending the vocational training course at the Institute

Although the Law Society does not prohibit this, Masters/training firms are reminded that this should not conflict with the Trainee's Institute commitments (as outlined above) and their firm's obligations under employment legislation.

Termination of Indentures (training contracts)

The termination clause in the Indentures provides that the training contract may be terminated by:

This Training Contract may (subject to at least two months prior notice in writing to that intended effect being served by either party hereto on the other and on the Law Society) be terminated by mutual agreement in writing between the Master and the Trainee Solicitor. In addition it may be terminated by the Law Society with or without an application for that purpose by either party.

Masters/training firms should note that notice must be served on the Law Society via the Education Committee. The Committee will then adjudicate on it.

No unilateral termination

Where a trainee's performance is considered not be up to standard under the contract between the parties, that matter must first be referred to the Education Committee. If either party to a training contract wishes to terminate it, for whatever purpose, it should seek to do so with the other's consent and that of the Education Committee.