

# Articles of Apprenticeship

made the 29<sup>th</sup> day of February in the year 1864

**Between** the Pirate King

of the Pirates of Penzance in the County of Cornwall, hereinafter called "the Principal" of the first part

and

Frederic Vagueman, for himself his executors and administrators, herein called "the Covenantor" of the second part

and

Frederic Vaguemansson,

The Old House, Rederring, in the County of Cornwall

hereinafter called "the Apprentice" of the third part, whose date of birth is hereby recorded as the 29<sup>th</sup> day of February 1852

*In these Articles the words defined in the first schedule hereto shall have the meanings there attributed to them*

## Whereas:

In accordance with the bye-laws the Apprentice holds a certificate dated the 28<sup>th</sup> day of February 1864 and signed by the School Mistress of the Village School of Rederring that he has attained the standard required for entry into service under articles and the Principal is a Fellow or an Associate of the Guild in practice as a Pirate in the United Kingdom such practice being his main occupation

## Now this Indenture witnesseth

1. THE APPRENTICE of his own free will places and binds himself apprentice to the Principal to serve him from the 29<sup>th</sup> day of February 1864 for a term of years therefrom until his twenty-first birthday, subject as hereinafter provided

Guild of Pirates in England

Registered No 82

Date 14<sup>th</sup> March 1864

**A Clark** for Under-Secretary

2. THE APPRENTICE hereby covenants with the Principal as follows:

(i) that in accordance with and subject to the provisions of the bye-laws the Articled Apprentice will for the said term faithfully and diligently serve the Principal as his apprentice in the profession of Pirate such service to be in the County of Cornwall or wherever in the World the Apprentice may be directed by the Principal on his business of Pirate

(ii) that the Apprentice shall not at any time during the said term cancel obliterate spoil destroy waste embezzle spend make away with or otherwise deal improperly with any of the moneys or other property of the Principal or of his Lieutenant or his Crew or of any of his or their victims which shall be deposited in the hands of the Apprentice or entrusted to his custody or possession or to the care custody or possession of the Principal or his Lieutenant or his Crew and shall not without instructions so to do make copies of any documents or other papers belonging to or in the custody of the Principal or his Lieutenant or his Crew

(iii) that the Apprentice will at all times keep secret the affairs of the Principal and his Lieutenant and his Crew and all and every one of them and of his and their victims and shall not divulge the names of such victims

(iv) that at all times during the said term the Apprentice will conduct himself with all due diligence honesty and propriety towards the Principal or his Lieutenant or his Crew and will readily obey and execute the commands of the Principal or his Lieutenant or his Crew no matter how unlawful or unreasonable

(v) that the Apprentice will not absent himself from the service of the Principal at any time during the said term without his consent first obtained

(vi) that if the Apprentice shall act contrary to the foregoing covenants or if the Principal or his Lieutenant or his Crew or all or any of them shall suffer any loss damage or prejudice (otherwise than arising from any act of the Apprentice which would have constituted professional negligence on the part of the Apprentice had the Apprentice been a member of the Guild) by the misbehaviour neglect or improper conduct of the Apprentice the Apprentice shall indemnify the Principal therefrom and make good and reimburse to the Principal the amount of the value thereof

(vii) that within three months from the date of execution of these articles the Articled Apprentice will become and will remain throughout his service under Articles a member of an Apprentice Boys' Club or other like Society

(viii) that the Principal shall have the right to ask for reports relating to the Articled Apprentice from the appropriate Boys' Club and from any night school or other institution or tutors with whom the Apprentice may take a course of study or tuition

(ix) that the Apprentice will not during the said term practise as a Pirate or engage in any other business or occupation except in so far as he may be permitted so to do by the Principal and by the express permission granted under the bye laws of the Guild or its Council whose discretion shall be absolute

5. IN CONSIDERATION of the premises and the sum of one hundred guineas in gold by the Covenantor paid to the Principal by way of premium (the receipt of which the Principal doth hereby acknowledge), the Principal hereby covenants with the Apprentice as follows:

(i) that he will accept and take the Apprentice as his Apprentice during the said term

(ii) that to the best of his ability and power he will either personally or through his Lieutenant or his senior Crew members engage the Apprentice on such work and afford him such opportunities and experience as are necessary for the purpose of enabling the Apprentice to acquire the art and knowledge of a Pirate in practice as a Pirate

(iii) that his professional practice as a Pirate is his main occupation and is suitable for the purpose of enabling him to perform the last-mentioned covenant

- (iv) that he will allow the Apprentice in addition to normal annual and public holidays:
- (a) reasonable leave to attend lectures and meetings of the Apprentice Boys' Club of which the Apprentice is a member
  - (b) leave of absence for the period of any examination or Part of an examination for which the Guild accepts the application of the Apprentice to present himself
  - (c) leave for full-time study of four consecutive weeks immediately before the first occasion on which during the said term the Apprentice shall present himself for each examination or each part of an examination of the Guild, provided that if in the same examination period the Apprentice shall first present himself for more than one Part of an examination he shall receive leave at the rate of four weeks in respect of each Part of the examination
  - (d) additional leave for full-time study of nine weeks to be taken at times approved by the Principal. If any courses of oral tuition in preparation for membership of the Guild are reasonably accessible to the Apprentice such additional leave shall if the Principal so directs be spent in whole or in part at such courses. PROVIDED that the period of nine weeks shall include any time spent by the Apprentice at any course or courses prescribed by the Council
  - (e) such further leave for study within the limits defined in the Royal Charter and bye-laws as may be agreed between the parties to these articles.
- (v) that he will not during the periods of leave prescribed under heads (a) to (d) of the last preceding covenant reduce withhold or withdraw the remuneration payable to the Apprentice
- (vi) that he will pay to the Apprentice Boys' Club of which the Apprentice becomes a member under clause 2 (vii) hereof the Apprentice's entrance fee (if any) and annual subscription
- (vii) that if the Apprentice shall have well and faithfully served the Principal throughout the said term in accordance with the terms of these articles the Principal will give the certificates required by the Council to accompany notices of intention to sit for examinations and will give to the Apprentice the certificate required by the bye-laws for the purpose of his being admitted an associate of the Guild

4. The Covenantor hereby agrees and consents to the Articled Apprentice entering into these articles and covenants with the Principal that the Articled Apprentice will at all times fully comply with the terms of clause 2 hereof and hereby indemnifies the Principal against any loss damage or prejudice suffered by the Principal or his Lieutenant or his Crew or all or any of them by reason of the Apprentice failing to implement the terms of sub-clause (vi) of the said clause, The Covenantor further agrees with the Principal to make good and reimburse to the Principal any amount which the Apprentice may be liable to make good and reimburse under the terms of the said sub-clause and in enforcing this covenant against the Covenantor it shall not be necessary for the Principal to make or to have made any claim against the Articled Apprentice. The Principal hereby covenants with the Covenantor to comply at all times with the provision of clause 3 hereof.

5. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED by the parties hereto:

(i) that at any time during the first six months of service under these articles either the Apprentice and the Covenantor if any on the one hand or the Principal on the other hand may

terminate these articles by giving not less than fourteen days previous notice in writing to the other and a copy of such notice shall be sent to the Guild PROVIDED

(a) that if the Articled Apprentice has previously served under articles registered by the Guild there shall be substituted for the period of six months such lesser period if any as is provided by or may be determined in accordance with the bye-laws of the Guild

(b) that notice to or by the Covenantor if any shall not be necessary if the Council or the Apprentices Committee of the Guild so decides

(ii) that the Principal shall be entitled to discharge the Apprentice from service hereunder by two months' notice in writing to be given

(a) within one month of the date of a letter from the Secretary of the Guild notifying the Principal that the Articled Apprentice has been classified as a 'bad failure' at the Intermediate examination of the Guild; or

(b) within one month of the publication of the results of the third or any subsequent Intermediate examination for which the Apprentice shall have been eligible to present himself and shall not have passed

(iii) that in the event of notice of discharge being given by the Principal under the last preceding sub-clause the Articled Apprentice shall have the right during the period of such notice to appeal in writing to the Council against such discharge. A copy of such appeal shall at the same time be sent to the Principal who shall be entitled to submit in writing to the Council and to the Apprentice any representations he may wish to make on such appeal. The Principal, the Covenantor if any and the Apprentice agree that each of them will if so required personally appear before the Council or any Committee thereof and otherwise will give such assistance as may be considered necessary by the Council for the proper determination of the appeal. The decision of the Council on the appeal, which shall be final and binding on the parties hereto, shall be notified in writing to the Principal, the Covenantor if any and the Articled Apprentice and if this confirms the notice of discharge the service of the Articled Apprentice thereunder shall determine on the date of the notification of the Council's decision or on the date of the expiry of the said two months' notice whichever shall be the later

(iv) that if during the said term the Apprentice shall be incapacitated by illness for a period or periods amounting in any twelve months or the said term to a total of six months or more or shall be absent without leave otherwise than by reason of illness for a period of one month or more the Principal shall be entitled to discharge the Apprentice from service hereunder.

(v) that if in the manner provided in the bye-laws of the Guild the Articled Apprentice is declared not fit to become a member of the Guild the Principal shall forthwith discharge the Articled Apprentice from service hereunder

(vi) that if these Articles shall be terminated before the completion of the said term the following provisions shall govern the repayment of the premium paid to the Principal:

(a) the premium shall be returned in full in the event of notice being given under sub-clause (i) of this clause or in the event that registration of these articles is refused

(b) a proportionate part of the premium shall be repaid if the Articled Apprentice is discharged as provided in sub-clause (ii) of this clause or if the Articled Apprentice shall die

(c) if these Articles are terminated as a result of the Principal dying or otherwise ceasing to be competent to retain an Articled Apprentice the Principal or in the case of death his heirs executors or administrators shall at the option of the person who paid the premium either return

*a proportionate part of the premium or make arrangements for the completion by the Articled Apprentice of the residue of the said term as an Articled Apprentice to some other member of the Guild without payment of any further premium*

*(d) if these Articles are terminated in any circumstances other than those mentioned in (a) (b) and*

*(c) above the repayment of the premium or any part thereof shall be a matter for settlement between the parties hereto any of whom may, in the event of failure to agree, refer the question to the Secretary of the Guild as if it were a dispute to which the provisions of clause 6 hereof and the bye-laws applied. The decision on any such dispute determined in accordance with those bye-laws shall be final and binding on the parties hereto.*

*6. Any dispute between the parties hereto which arises out of any of the provisions prescribed by the Council for inclusion in these articles and which the parties hereto are unable to resolve shall at the request of any of them be notified to the Secretary of the Guild in accordance with the bye-laws. The decision on any such dispute determined in accordance with those bye-laws shall be final and binding on the parties hereto*

*7. These articles shall be subject to the provisions of the Royal Charter and bye-laws and the parties hereto agree to comply in all respects therewith*

*8. These articles shall not be effective until registered by the Guild in accordance with the bye-laws provided always that on such registration they shall be effective as from the date specified in clause 1 hereof or such other date as the Council or the Articled Apprentices Committee may direct.*

*9. If registration of these articles by the Guild is refused or is withdrawn these articles shall cease and determine unless*

*(a) the Council or the Apprentices Committee otherwise directs or*

*(b) registration is withdrawn pursuant to a decision by the Disciplinary Committee to suspend registration of the articles and no notice is given by the Principal to the Articled Apprentice and the Secretary to determine the articles.*

*In Witness whereof the said parties to these presents have hereunto set their hands and seals  
the day and year first above written*

*SIGNED SEALED AND DELIVERED by the Principal,*

*Pirate King*

*in the presence of*

*Samuel*

*Pirate Lieutenant, of The Beach, Bedridden, in the County of Cornwall*

*SIGNED SEALED AND DELIVERED by the Covenantor,*

*Frederic Vagueman*

*in the presence of*

*John Deadeye*

*Gentleman Pirate, formerly of The Gone Wrong Orphanage, Rederring, in the County of  
Cornwall*

*SIGNED SEALED AND DELIVERED by the Apprentice,*

*Frederic Vaguemansson*

*in the presence of,*

*Dick Idlehand*

*Gentleman Pirate, of Dun Tossing on the Sea, St unjust in Thornland, in the County of  
Cornwall*

# First Schedule

## DEFINITIONS

'The Guild':	The Guild of Pirates in England
'The Royal Charter':	The Royal Charter granted by the Great and Good Queen Elizabeth in the year 1600 being the forty second year of her reign
'The Bye-laws' or 'Bye-law'	The bye-laws or any particular bye-law (as the case may be) of the Guild which are or is from time to time in force
'Council':	Council of the Guild appointed under the Royal Charter and bye-laws
'United Kingdom':	United Kingdom of Great Britain and Northern Ireland the Channel Islands and the Isle of Man.
'Secretary':	The Secretary or any Joint Secretary, under-Secretary or Assistant Secretary of the Guild appointed by the Council or any person acting in any such capacity by the direction of the Council.
'Articled Apprentices Committee':	The committee of the Council appointed in accordance with the bye laws
'Boys' Club':	Any Boys Club approved by the Council for the purposes of clause 2 (vii) and (viii) and clause 3 (iv) (a) and (vi) of these articles.
'Disciplinary Committee'	The committee of the Council appointed in accordance with the bye-laws.

## Notes

1 A member of the Guild who has not previously taken an articled apprentice must, after interview, obtain consent under bye-laws before signing articles.

2 (a) Clauses in these articles printed in bold type. These clauses are prescribed for inclusion in Articles of Apprenticeship either by specific bye-laws or by the Council acting under the bye-laws. The Council has power to permit the omission of certain of these clauses in exceptional circumstances. Permission is rarely granted.

(b) Words in these articles printed in italics. Some parts of these Articles will not be appropriate in all circumstances. For example, if an apprentice is aged 21 or over there is no need for a covenantor: the references in the recital to a covenantor, and clause 4 of the Articles, are then unnecessary and should be deleted. Matter which may be irrelevant in certain circumstances is printed in italics and should be deleted as necessary. Deletions and amendments should be initialled by the parties.

(c) Clauses in articles not printed in bold type may be modified or omitted as the parties may agree.

3 Neither the date of execution of these articles nor the date entered in clause 1 may be earlier than the date shown on the certificate as to educational standard signed by the Secretary of the Guild. The date entered in clause 1 may not be earlier than the date of execution of the articles unless the Council so permits either generally or in any particular case (under the bye-laws). No person who has lived for less than 12 years may enter into articles.

4 The term of service to be entered in clause 1 where an apprentice is entering articles for the first time should be for the period until the apprentice shall reach the age of 21 years unless there has already been produced to the Guild, or there will accompany the articles when submitted for registration, evidence entitling the apprentice to serve for a lesser term. If such evidence cannot be produced until later, the reduction in the term of service may be effected by an endorsement at that stage. ,

### *Registration procedure*

(1) These articles must be lodged with the Guild for registration within one month of the date of execution or such longer period as the Council may allow in any particular case. (See bye-laws especially those relating to bad weather and the state of the roads)

(2) Similarly, any transfer of these articles or any other amendment to these articles (unless it relates solely to the apprentice's remuneration) must be lodged and registered in order to take effect. (See relevant bye-laws)

(3) If articles are terminated prior to the expiration of the contractual period, notice must be lodged with the Guild forthwith. (See bye-laws)