

# Terms and Conditions for Apprentices 2018/19

**Student and Academic Services**

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# Terms and Conditions for Apprentices

## 2018/19

These Terms and Conditions are important and you should take time to read them and know where you can find them should you need to refer to them later on. These Terms and Conditions along with your commitment statement form the basis of our relationship with you. As you are studying at UWE as an apprentice, the details of your apprenticeship have been agreed with your employer in advance.

### Definitions

**We/Us/Our/the University/UWE Bristol** means the University of the West of England, Bristol.

**Apprentice/You/Your** means an employee who is registered for a UWE programme as part of an Apprenticeship.

**Apprentice** means an employee who is registered as a student for a UWE programme as part of an Apprenticeship.

**Apprenticeship** means an apprenticeship as defined by approved Apprenticeship Standards, comprised of your Programme and any additional learning activities required in order for you to satisfy the requirements of the Apprenticeship Standard.

**Apprenticeship Agreement** means the legally binding contract used to confirm individual employment and training arrangements between you and your employer.

**Apprenticeship Standard** means the written definition of learning requirements for a specific apprenticeship.

**Commitment Statement** means the statement of responsibilities with regard to your apprenticeship, signed by you, UWE, and your employer.

**ESFA** means Education and Skills Funding Agency.

**HESA** means Higher Education Statistics Agency.

**Main Provider** means the training provider your employer has contracted with to deliver your apprenticeship. This can be UWE, a Partner Institution, or your employer.

**Material Change** means a change to the Material Information listed below.

**Material information** means the information available to you when your employer confirmed that you would be undertaking an apprenticeship and studying your programme at UWE which includes:

- *the published details of your Programme*, including: Programme title; entry requirements; what you will study (for example compulsory modules and likely optional modules); method of study (for example, lectures, seminars, work placements); expected workload including number of contact hours and expected self-study; the overall methods of assessment for your Programme (for example exams, course work or practical assignments); the award you will receive on successful completion of your Programme; location of study or possible locations; length of your Programme; whether your Programme is accredited by a professional, statutory or regulatory body (PSRB).
- *Key facts documents covering:* tuition fees; complaints; appeals; academic regulations and procedures, and non-academic policies noted here in the appendix
- Our Admissions Policy.
- These Terms and Conditions.

**Material non-disclosure** means failure or refusal to declare or reveal some information that is required to be declared or revealed.

**Programme** means your course or programme of study. Your programme forms all or part of the academic element of your apprenticeship, and will lead to an award of the University, for example a BEng(Hons). This may be referred to as your Knowledge Qualification.

**Partner Institution** means an institution or organisation with which the University has an agreement to deliver courses approved by the University and which lead to University awards.

**Quality Assurance Processes** means the ways in which we ensure our Programmes are up to date and meet the required standards (for example through our processes for reviewing Programmes).

**Registration** means the process by which you:

- confirm and update as necessary, the personal details we hold for you which you provided in your application
- confirm the UWE Bristol programme you are intending to study
- agree to abide by, comply and engage with our Terms and Conditions and related University regulations, policies and procedures

**Stakeholders** means a professional, statutory or regulatory body (PSRB) (for example the Nursing and Midwifery Council or the Engineering Council), external examiners, employers, national and local government education departments, funding councils or bodies which commission or accredit Programmes.

# 1 Studying at the University

When we have agreed the detail of your apprenticeship training with your employer, you will be required to provide us with information that will confirm your eligibility and suitability to register with the University.

- 1.1 When your employer has confirmed that you will be undertaking an apprenticeship and studying your programme at UWE, you will need to register as a student of the University.
- 1.2 You will only be able to register if you are able to provide evidence that you are either:
  - 1) a citizen of a country within the European Economic Area (EEA) (including other countries determined within the EEA or those with bilateral agreements), or have the right of abode in the UK, and have been ordinarily resident in the EEA (including other countries determined within the EEA or those with bilateral agreements), for at least the previous three years on the first day of learning
  - Or:
  - 2) a non-EEA citizen with permission from the UK government to live in the UK, (not for educational purposes) and have been ordinarily resident in the UK for at least the previous three years before the start of learning.

The University may require you to provide relevant documents to prove this at any point during your studies.

- 1.3 Tier 4 visa students are not eligible to register for apprenticeships, unless they are eligible through meeting the criteria set out in paragraph 1.2 above.

## **1.4 Once you have registered, these Terms and Conditions will start to apply.**

- 1.5 On registering with the University you will also be agreeing to abide by, comply and engage with University regulations, policies and procedures. In particular we refer you to:

- Academic Regulations and Procedures (Appx 1)
- Fitness to Study (Appx 4)
- Professional Suitability and Professional Conduct Policy (Appx 5)
- Student Conduct Policy (Appx 10)
- Complaints Procedure (Appx 14)
- Intellectual Property Policy and Regulations (Appx 16)
- Health and Safety (Appx 20)
- Data Protection Policy (Appx 21)

- 1.6 A full list of the policies that govern your relationship with us and which you will need to be aware of are set out at the end of these Terms and Conditions. You should familiarise yourself with these policies and comply with them at all times.

- 1.7 You will be required to re-register at the beginning of each academic year of your Programme.
- 1.8 These Terms and Conditions continue to apply for as long as you remain registered on your Programme unless terminated earlier as permitted below.

## **2 Partner Institutions**

- 2.1 We provide some programmes in partnership with our partner institutions. If you are studying at one of our partner institutions you may also be required to sign up to the terms and conditions that apply at the partner institution. If there is a discrepancy between these Terms and Conditions and the terms and conditions provided by the partner institution, these Terms and Conditions shall take precedence, except when a student is on the premises of a partner institution when the partner's rules of conduct will apply.
- 2.2 If you are carrying out your studies at a partner institution you may also be required to comply and engage with any policies they provide you with. Depending on the circumstances, the policy of the partner institution may take precedence over our policies, provided the policy is not at variance with UWE Bristol's academic regulations.

## **3 Tuition fees, payment and debt**

- 3.1 As an apprentice you will not be asked to pay any tuition fees to the University or to contribute to any of the costs of your programme while enrolled on your apprenticeship. As such, you are not bound by the UWE tuition fee policy while studying as an apprentice (please see clause 3.7).
- 3.2 If you are undertaking an apprenticeship where UWE Bristol is the main apprenticeship training provider then your employer and UWE will enter into an agreement whereby your tuition fees are paid by your employer.
- 3.3 You may be expected to make your own arrangements to cover any optional additional costs, such as field trips, professional body membership where these are not covered as part of the tuition fee paid by your employer. It will be your responsibility to negotiate a separate agreement with your employer if they agree to fund any optional additional costs on your behalf.
- 3.4 If you are undertaking an apprenticeship where one of our partner institutions is the main apprenticeship training provider then your employer and our partner will enter into an agreement whereby your tuition fees are paid by your employer. You may be expected to make your arrangements to cover any optional additional costs. You will need to familiarise yourself with our partner's fee policy regarding optional additional costs.

- 3.5 When registering for your Programme you may be asked to confirm that your employer will be paying your fees and where necessary to provide acceptable evidence that your employer has agreed to pay your tuition fees.
- 3.6 If you are made redundant within 6 months of your planned apprenticeship end date, your tuition fees will be funded through government co-investment. If you are made redundant more than 6 months from your planned apprenticeship end date, your fees will be funded through government co-investment for 12 weeks from the date you were made redundant. During this time UWE Bristol will assist you in finding a new employer. If a new employer is not found within 12 weeks, you will be withdrawn from your apprenticeship.
- 3.7 If your apprenticeship agreement with your employer is terminated, or you are made redundant with more than 6 months of your apprenticeship remaining and a new employer cannot be found within 12 weeks then you may be able to continue your studies on your programme, however in these cases you will no longer be an apprentice and will become liable for any unpaid tuition fees, and be bound by our tuition fee policy and different Terms and Conditions.

## 4 Changes to your Programme

- 4.1 We continually enhance our Programmes by responding to feedback from our students and other Stakeholders, for example your employer, ensuring the curriculum is kept up to date, our graduates are equipped with the knowledge and skills they need for the real world and, for apprenticeships to ensure that our programme(s) are relevant to defined job roles. We may make any such changes to our Programmes without consulting you if the changes will not involve a Material Change.
- 4.2 There may be circumstances where we have to make a Material Change to the Material Information. In these circumstances, we will give you advance notice of the change and inform you about how this change will impact on your Programme and work with you to understand the reasons for and the effect of the change on your studies.
- 4.3 Examples of reasons for making a Material Change to your Programme may include:
- a commissioning or accrediting body (for example, the Nursing and Midwifery Council or the Engineering Council) requires us to add new course content to your Programme
  - in response to feedback from Stakeholders or our students through the University's Quality Assurance Processes
  - in response to changes to the approved Apprenticeship Standard
  - to reflect the introduction of new technologies
  - following changes to the funding we receive
  - government legislation

## 5 Communicating with you

- 5.1 Prior to starting your Apprenticeship, we will communicate with you through your UWE Bristol Welcome Website.
- 5.2 The Material Information provided as part of your acceptance of an offer of a place on your Programme, including these Terms and Conditions, will be available to you throughout the duration of your Programme via your UWE Bristol Welcome Website.
- 5.3 Once you have registered, we will communicate with you via a range of channels, depending on the type of information we need to provide. We will communicate via:
- your University email address. We expect you to check your University email account regularly and frequently both during and outside of term time
  - your employer
  - training coordinator or other nominated contact
  - myUWE
  - Blackboard
  - the official UWE Bristol website
  - the official UWE Bristol social media channels
  - the mobile phone number you provided at registration
  - by post to your home address as appropriate.
- 5.4 Please note that you must promptly inform the University of any changes to your contact details.

## 6 Termination

- 6.1 The relationship between you and us will end and these Terms and Conditions will cease to apply:
- if you withdraw from the University; or
  - if you are required to withdraw with regard to your academic performance in accordance with our Academic Regulations or in accordance with our disciplinary or fitness to practice or fitness to study procedures; and/or
  - if 3.6 or 3.7 of these Terms and Conditions are applied
- 6.2 We may terminate our relationship with you in writing with immediate effect if:
- you are expelled or refused admission to or membership of any organisation which you are expected to attend or be a member of as part of your Programme; or



- between us accepting you on to and you starting your Programme there is a change of your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on your Programme; or
- in our reasonable opinion you or your employer have failed to provide us with all relevant information, or have supplied false or misleading information, relating to your application for your Programme; or
- where your behaviour represents a significant risk to the health, safety or welfare of yourself or others; or
- if your continuing registration at the University puts us in breach of any of our legal obligations to comply with UK immigration or other legal requirements.
- if you are made redundant or required to leave your employment and having explored with you all other options in accordance with 3.6 or 3.7 of these Terms and Conditions

**6.3 If you have not already registered at the time of termination, we shall be entitled to refuse to register you on your Programme. If, at the time of termination you have registered, we shall be entitled to require you to stop studying on your Programme and leave the University immediately.**

6.4 On termination, you are required to return your student identification card, together with all property owned by us.

6.5 Any actions we take under the above will not restrict our ability to take any other action against you that we have the right to take.

## 7 Complaints

7.1 We have a student complaint procedure that is accessible to all students. Full details of the procedure can be found in the Complaints Procedure (Appx 14). If, further to your complaint, we have provided you with a "Completion of Procedures" letter and you are still unhappy with the outcome of your complaint, you may be able to refer it to the Office of the Independent Adjudicator (OIA). Full details of how the OIA works can be found here: [www.oiahe.org.uk](http://www.oiahe.org.uk). You may also contact the Apprenticeship Helpline with complaints about your apprenticeship. The Apprenticeship Helpline can be contacted by phone on 0800 015 0400 or by email on [nationalhelpdesk@apprenticeships.gov.uk](mailto:nationalhelpdesk@apprenticeships.gov.uk)

7.2 Our Complaints Procedure includes the procedure for making a complaint if you are studying your programme at a Partner Institution.

## 8 Liability

8.1 We will be liable to you for any direct loss or damage you suffer if we either fail to carry out our obligations under these Terms and Conditions to a reasonable standard; or breach any relevant duties that we owe to you that are imposed on us by law (including if we cause death or personal injury to you by our negligence), but not to the extent that such failure is attributable to:

- your own fault;
- the fault of your employer;
- the fault of a third party.

**8.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. Our liability to you in the case of loss or damage other than for death or personal injury or fraud is limited to 150% of the total sums paid by you or your employer to us whilst enrolled on your Programme.**

8.3 We will not be liable to you for events outside our control which we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control include industrial action, over or under demand from students, staff illness, significant changes to Higher Education or Apprenticeship funding, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness. In such circumstances, we reserve the right to change or cancel parts, or all, of your Programme.

## 9 Intellectual Property

9.1 Subject to the provisions of our Intellectual Property Policy and Regulations (Appx 16) which provide that undergraduate and taught postgraduate students are exempted, we may be regarded as owning all intellectual property generated by you during your studies and by agreeing to these Terms and Conditions, you assign to the University, by way of future assignment, all intellectual property created by you in the course of your research as a student of the University. You also license the University to use any of your previously-created intellectual property which is incorporated in that research or research outcome.

9.2 You must keep your research material confidential except where the terms of your employment require you to share or disclose this with your employer. We may require you to confirm both this obligation of confidence and the assignment of intellectual property rights in more detail. In return, should the University derive a commercial value from your research, you may be entitled to apply for a share of net revenue under the University's Intellectual Property Policy and Regulations, (Appx 16).

9.3 We own (and where applicable have licensed to any partner institutions) or have licensed to us the intellectual property in all course materials produced by us or on

our behalf and such materials should only be used for the purposes of your own personal study.

- 9.4 Subject to our contractual arrangements with your employer, we may be required to transfer ownership of some of the intellectual property generated by you during your studies due its confidential and/or sensitive nature.

## 10 Cancellation and Withdrawal

- 10.1 If you decide for any reason that you do not wish to register with UWE prior to starting your apprenticeship, or to withdraw from your apprenticeship or programme once it has commenced then you must immediately inform your employer and UWE of your intention.

## 11 Data Protection

- 11.1 When you enter in to a relationship with us, you acknowledge and understand that we need to hold and process your personal information for administrative purposes in order to provide you with educational services.
- 11.2 We will process your information in accordance with the relevant Data Protection legislation that applies at the time and our own policies on data protection and data processing. We will only share your data with third parties in accordance with our policy on data protection where the law either requires or allows us to do so or where we have your express consent.
- 11.3 Unless you object, information relating to your registration will be shared with the Alumni Association so that we can keep in touch with you after you have left the University.
- 11.4 We are required by the Education and Skills Funding Agency (ESFA) to record your progression and outcomes on an Individualised Learner Record (ILR). The information on your ILR will be shared with your employer and with the ESFA.
- 11.5 Your attendance and progression will be disclosed to your employer where required by the ESFA.
- 11.6 More detailed information about how and why the University processes your personal data is available in the [Student Data Privacy Notice](#) (Appx 29), which **must** be read in conjunction with these Terms and Conditions. ***By accepting these Terms and Conditions you acknowledge that you have fully read and understood this Privacy Notice.***
- 11.7 Information relating to your registration will be shared with the Alumni, Engagement and Development department so that we can keep in touch with you after you have left the University. More information about this is available via the [Alumni Privacy Statement](#).

- 11.8 Personal information may also be collected and processed separately by parts of the University for other purposes such as by the Centre for Sport, Accommodation Services and Student Wellbeing Services and relevant privacy notices will be provided at the point of collection as required.

## **12 Disabilities**

- 12.1 If you have a disability or a long term health condition, we encourage you to disclose the relevant information as early as possible to enable us to discuss support arrangements with you.

## **13 General**

- 13.1 Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.2 These Terms and Conditions, the Material Information referred to herein and any terms and conditions provided by any partner institution override any other communication, document or representation made by us, either in writing or orally. These Terms and Conditions are the entire understanding between you and us about your Programme and replace any other undertakings or representations. In the event of any discrepancy between these terms and conditions and the Material Information or the terms and conditions provided by any partner institution, these terms and conditions shall take precedence except where 2.1 of these Terms and Conditions applies.
- 13.3 These Terms and Conditions form the basis of our relationship with you, and you may only transfer your rights or your obligations under these Terms and Conditions to another person if we agree to this in writing.
- 13.4 Nobody else has any rights under this contract. This contract is between you and us and no other person shall have any rights to enforce any of its terms.
- 13.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, we can still require you to make the payment at a later date.
- 13.6 A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation
- 13.7 The relationship between us shall be governed by and in accordance with the laws of England and Wales and we and you agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

## 14 Membership of the Students' Union

- 14.1 As a registered student you will have the right to be a member of the Students' Union, but you may also choose not to be a member. Membership of the Students' Union is given automatically to all new students. You will need to apply to the Union for proof of membership which may be required in order to participate in certain Union activities.
- 14.2 If you do not wish to be member of the Students' Union you must indicate your wish in writing to the General Manager of the Students' Union at any time by completing the appropriate form, available from the Students' Union or the Clerk to the Governors.
- 14.3 Unless you object, the information supplied by you as listed here will be shared with the Students' Union. The Students' Union provides membership services to UWE Bristol. This information will be transferred securely by UWE Bristol to the Students' Union's website provider who will import your information into a database that will pre-register you with the Students' Union. This will mean you won't need to re-enter your personal data when registering on the Students' Union website. This will enable you to join the sporting, cultural and extra-curricular activities provided by the Students' Union, and other online membership services and participate in Students' Unions' elections and student representation.
- 14.4 If you do not wish the information indicated to be made available to the Students' Union you are invited to tick the box provided on the registration form or in online registration.

## 15 Recording Consent

- 15.1 The University has facilities to record your taught classes (lectures, seminars, practicals) to support your studies. These recordings will allow you to review and revise sessions at your own pace whenever and wherever suits the way you learn. In order to make these recordings we need your consent covering those instances when you may contribute to a class.
- 15.2 You hereby consent to your data, including your personal data, being recorded and used by the University for educational purposes only, in accordance with the University's Audio/Video Recording for Educational Purposes policy.

## **16 The formal removal of award**

16.1 The Academic Board of the University may remove an award granted by the University from you on the recommendation of the Vice-Chancellor if:

- (a) you have been granted an award and have been found to have been admitted to your programme or granted the award under false pretences or on material non-disclosure
- (b) you have been granted an award or an honorary degree and have acted in a manner which the Academic Board of the University considers would bring the name of the University into disrepute as a result of granting the award.

## 17 Appendices

<a href="#">1. Academic Regulations and Procedures</a>
<a href="#">2. Assessment Offences Policy</a>
<a href="#">3a. Policy Statement on the Recruitment, Placement and Engagement in other Activities of Students with Criminal Convictions</a>
<a href="#">3b. Procedures for Consideration of Disclosed Criminal Records</a>
<a href="#">4. Fitness to Study Policy</a>
<a href="#">5. Professional Suitability and Professional Conduct Policy</a>
<a href="#">6. Religion and Belief Policy</a>
<a href="#">7. Research Ethics Committee Policy</a>
<a href="#">8. Students' Union Code of Practice</a>
<a href="#">9. Student Alcohol and Drug Policy</a>
<a href="#">10. Student Conduct Policy</a>
<a href="#">11. Student Pregnancy, Maternity, Adoption and Partner Leave Policy and Procedures</a>
<a href="#">12. Word Count Policy</a>
<a href="#">13. Bullying and harassment of or by students</a>
<a href="#">14. Complaints Procedure</a>
<a href="#">15. Freedom of Speech Policy</a>
<a href="#">16. Intellectual Property Policy and Regulations</a>
<a href="#">17. Safeguarding Policy and Procedure - Students</a>
<a href="#">18. Smoke-free Policy</a>
<a href="#">19. Car Parking Policy</a>
<a href="#">20. Health and Safety</a>
<a href="#">21. Data Protection Policy</a>
<a href="#">22. User Acknowledgement of Third Party Rights</a>
<a href="#">23. IT Acceptable Use Policy</a>
<a href="#">24. IT Security Policy</a>
<a href="#">25. Tier 4 Visa Students</a>
<a href="#">26. UWE Card Terms and Conditions</a>

[27. UWE and Student Union Policy Statement on Zero Tolerance to Sexual and Domestic Violence, Harassment and Abuse](#)

[28. Audio/Video Recording for Educational Purposes](#)

[29. Student Data Privacy Notice](#)