



## **University Of Nottingham Student Contract (Apprentices)**

**[Alternative formats](#), such as Braille, large print or digital audio are available.**

### **Definitions**

“Apprenticeship Standard” means the approved apprenticeship standard published by the Secretary of State which applies to your Programme.

“Contract” means this agreement together with the Key Terms.

“Employer” means your employer throughout the duration of your apprenticeship.

“ESFA” means the Education and Skills Funding Agency (or any successor thereto).

“Key Terms” means those terms that are set out in Schedule 1.

“IfATE” means the Institute for Apprenticeships and Technical Education.

“OfSTED” means the Office for Standards in Education, Children’s Services and Skills.

“Programme” means an apprenticeship programme of study for which you have received an offer from the University of Nottingham or on which you are registered.

“Registration” or “Register” means the completion of the University’s formal registration process which is set out in the [University quality manual](#).

“Regulations” means the University’s Ordinances, Regulations, Policies and Procedures from time to time in force.

“Training Plan” means the statement of expectations relating to your apprenticeship signed by you, the University and your Employer.

“University” means the University of Nottingham, a body corporate incorporated by Royal Charter and registered with number RC000664, of University Park, Nottingham NG7 2RD.

“You/your” means an applicant and/or Registered student (apprentice) of the University of Nottingham.

### **Introduction**

1. This Contract, together with the Training Plan and the terms of any offer of a place made by the University of Nottingham to you, sets out the basis on which you agree to undertake your studies at the University.
2. Note that you may have other contractual arrangements (for example for accommodation, or your apprenticeship agreement with your Employer) and these will be subject to separate agreements.
3. Before you accept the offer of a place at the University you should read this Contract including the Key Terms.



4. You will be required to agree to and accept the Contract when you accept your offer from the University. You will be bound by the Contract for the duration of the Programme up to and including completion of the applicable Apprenticeship Standard.

#### **The University of Nottingham's offer**

5. When you accept an offer of a place at the University of Nottingham, the University and you form a legally binding Contract. The University's offer to you may contain specific conditions that you must meet before you can take up a place on a Programme at the University. If you meet the conditions of your offer you can complete Registration at the University in accordance with the University's offer and the terms of this Contract.
6. Your Employer is responsible for the payment of your tuition fees and any additional charges relating to the delivery of your Programme. The funding arrangements in respect of your Programme are agreed between the University and your Employer.
7. The University may withdraw you from your Programme if:
  - (a) you leave your employment voluntarily or for any other reason your employment is terminated and you are unable to secure another apprenticeship;
  - (b) you cease to be eligible for an apprenticeship in accordance with the ESFA apprenticeship rules;
  - (c) for any reason the funding through your Employer ceases.
8. The offer of a place which the University makes to you, and any subsequent Registration (where the conditions of the offer have been met by you), are based on the information which you have provided. If you have supplied information that is not true and complete (including any qualifications that you claim to hold) then the offer and any subsequent Registration will be deemed null and void.

#### **Changes to Contract Information**

9. The University will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for your Programme in accordance with the description applied to it for the academic year in which you began the Programme. Teaching of the programmes at the University of Nottingham will be reviewed annually to take into account, for example, desirable developments in subjects and programmes and feedback from students or alumni. Sometimes the bodies that regulate the University or accredit programmes delivered by it require changes to be made by the University which in turn may require changes to your Programme or related educational and other services and facilities. Organisations such as the ESFA and the IfATE that regulate and fund programmes may also make changes to the Apprenticeship Standard which require the University to make changes to your Programme. These types of changes may mean that certain modules may be added, revised or deleted in your chosen Programme. Changes may for example be made to take into account the most recent research developments, to be responsive to relevant changes in world events, for the maintenance of academic standards in higher education or to comply with legislative changes. These changes may occur during your period of study and the University will be entitled to make such reasonable changes where that will enable the University to deliver an improved educational experience to students enrolled on the Programme. In making any such changes, the University will notify affected students in advance about any changes that are required. Where the University intends to make a material change to



the Programme (except changes which are solely for the benefit of students), the University will consult affected students in advance about any such changes.

10. The University will seek not to make significant changes which will have an adverse impact on your chosen Programme. If the University makes material changes to your Programme and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the Programme, or (where possible) to move to another Programme.
11. If as a consequence of circumstances beyond the reasonable control of the University it is necessary to make significant changes to your Programme or to other related services and facilities after your acceptance of an offer, the University will tell you about these at the earliest opportunity. Such changes may occur either before or after your Registration, but the University will take account of the reasonable expectations of any student affected by the change. Examples of such circumstances include:
  - (a) changes imposed by professional, statutory and regulatory bodies;
  - (b) industrial action by third parties;
  - (c) the unanticipated departure of key members of University staff or significant staff illness or other unexpected absence where a Programme is reliant on a person's expertise;
  - (d) power failure;
  - (e) acts of terrorism;
  - (f) damage to buildings or equipment;
  - (g) severe weather, fire, civil disorder and/or political unrest;
  - (h) the acts or omissions of any governmental or local authority including government or local authority restrictions;
  - (i) an epidemic, pandemic or serious concern with regard to the transmission of serious illness making delivery of a Programme and provision of services by the University unsafe; or
  - (j) where the numbers recruited to a Programme are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it, or it is not possible to offer a particular Programme module.
12. In these circumstances, the University will take all reasonable and proportionate steps to minimise the resultant disruption to those services and to affected students, by, for example:
  - offering the opportunity where reasonably possible to move to another programme;
  - deferring the start date for the Programme;
  - offering the opportunity to defer entry to the Programme to another academic year;
  - delivering the Programme in a different way, from another location or online, or at another time;
  - delivering a modified version of the same Programme;
  - assisting you to transfer to complete the Programme at another location or another institution; or
  - delivering other services and facilities in a different way, from a different location or online.
13. If you are not satisfied with any such steps to mitigate the disruption caused by circumstances beyond the reasonable control of the University, you may terminate your contract with the University. Alternatively, you may make a complaint under the University's Apprentice Complaint Procedure. Where, as a result of circumstances outside of the University's control, it is necessary to close or discontinue or cease to deliver a Programme, the University will follow its Student Protection Plan.
14. Other than taking the steps set out at paragraph 12 above, to the full extent that is possible under the general law the University excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances.



15. The University of Nottingham does not exclude or limit in any way its liability for:
  - (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; or
  - (b) fraud or fraudulent misrepresentation.
16. The University of Nottingham does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

### **Changes to Regulations**

17. The University reserves the right to add to, delete or make reasonable changes to the Regulations where in the opinion of the University this will assist in the proper delivery of education and/or it is in the interests of students.
18. The changes will normally come into effect at the beginning of the next academic year.
19. The University reserves the right to introduce changes during the academic year when it reasonably considers this to be in the interests of students or it is required by law or by funders or in other exceptional circumstances.
20. Changes are usually made for one or more of the following reasons:
  - (a) to review and update the Regulations to ensure they are fit for purpose;
  - (b) to safeguard academic standards, for example, in response to external examiner feedback;
  - (c) to reflect changes in the external environment, including legal or regulatory changes;
  - (d) to reflect changes to funding or financial arrangements or changes to government policy, requirements or guidance;
  - (e) to incorporate sector guidance or good practice;
  - (f) to reflect feedback from students; and/or
  - (g) to aid clarity or consistency of approach.
21. Where changes are made, the University will take reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they become effective, or by phasing in the changes, if appropriate.
22. The updated Regulations will be made available on the University's website.

### **The University's Obligations**

23. Subject to the terms and conditions in this Contract the University of Nottingham will deliver your chosen Programme in accordance with this Contract, and the offer of a place which the University has made to you and which has been accepted by you.
24. The University will work with your Employer to ensure that your Programme is delivered in accordance with the ESFA apprenticeship rules and relevant Apprenticeship Standard.



### **Your Obligations**

25. You agree to abide by the Regulations, further details of which are included in the Key Terms.
26. You agree to comply with your obligations under your Training Plan and under the ESFA apprenticeship rules.
27. You agree to complete and sign requisite forms and records in respect of your Programme as may be reasonably required by the University.
28. You agree to co-operate with any regulatory inspection that may be undertaken by a third party such as OfSTED, including engaging with the University and the third party as may be reasonably required.
29. You must remain employed throughout the duration of your apprenticeship in a job role which will allow you to meet the requirements of the applicable Apprenticeship Standard. You must notify the University about any changes to your employment including changes to your working hours, job role or location, or if you leave your employment for any reason.
30. You agree to pay any fees or charges you incur personally whilst undertaking your chosen Programme, such as library fines. Further details of the sanctions the University may impose for non-payment of any charges due are set out in the Key Terms.
31. If you are an international student, you must meet specific requirements to be eligible for an apprenticeship. It is your responsibility to ensure that you have the correct immigration permissions and that you comply with all immigration requirements whilst undertaking your Programme. If your visa is revoked for any reason, the University reserves the right to terminate its Contract with you.

### **Personal Data**

32. By accepting the offer from the University of Nottingham you agree to the collection and use of your individual personal data, including sensitive personal data, in accordance with current data protection legislation and the University's data protection policy which is included in the Key Terms.

### **General**

33. This Contract shall be governed and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.
34. If any provision of this Contract is or becomes void, invalid or unenforceable that shall not affect the legality, validity or enforceability of the other provisions.
35. The Contract is personal to you and does not confer any third party rights or benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.
36. Failure to enforce any of the provisions of this Contract will not constitute a waiver of any provision and will not affect either party's right to enforce that or any other provision.



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37. A reference to a statute or a regulation shall include any amendments, extension or re-enactment made from time to time under that statute or regulation and includes any subordinate legislation for the time being in force made under it.
38. Any notice or other information that is required to be given either by the University of Nottingham or by you relating to this Contract must be in writing and may be given by hand or sent by post or email. If you are holding an offer from the University, the University will send notices to the email contact details that you have provided in your application. Once you have Registered the University will use your University student email address, or the current local or permanent home address that you provide. You are responsible for checking your emails and correspondence regularly. You are also responsible for informing the University of any change to your contact details. The University will send any notices or information to the last email or postal address provided by you.



## **Schedule 1 Key Terms**

The following information sets out the key policies, rules and requirements to which you are agreeing. The web links will provide the detailed information. Any text below a web link outlines some of the important aspects, so you should read the full information provided at the web link.

### **General points:**

1. As an applicant or an offer-holder, the University's [Policy on Inappropriate Applicant Behaviour](#) will apply to you.
2. Your satisfactory conduct and progress in studies will at all times be a condition of Registration.
3. You agree to undertake all of the study activities required by your Programme, to pursue these diligently and to take all required assessments/examinations at the prescribed time. Failure to meet these expectations may mean that you are not permitted to progress on your Programme.
4. You agree to comply with the University's rules regarding academic misconduct, including plagiarism. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion.
5. You agree that work produced by you for assessment may be submitted to text recognition software and material may be retained in the database.
6. You undertake to inform the University of Nottingham of any circumstances that may affect your ability to study or Registration as a student, including criminal convictions where relevant (e.g. if you are enrolled on a Programme leading to membership of a regulated profession such as medicine, allied health professions or teaching). This requirement is covered in the University's Quality Manual.
7. If it is a requirement of your Programme (e.g. professionally regulated programmes and other programmes with practical/placement elements), you agree to undergo an occupational health clearance check and/or an enhanced Disclosure Barring Service check (organised by your Employer) at the appropriate time. Depending on the outcome of these checks, you may not be eligible to enrol or continue on your Programme, may be required to transfer to an alternative programme, or to leave with a lower award.

### **Registration**

You must [Register](#) at the University of Nottingham once you have accepted an offer of a place and met the conditions of the offer. The Registration page tells you when to Register, how to Register and what will happen if you do not Register as required by the University. Registration is important and if you do not follow the requirements, this may result in you losing your place at the University. Please note in particular:

- All students must Register with the University when they first begin their studies and again at the beginning of each academic session. All students need to Register online via the portal.
- New students should complete Registration within 3 weeks of the Programme start date or they will not be permitted to join the Programme.
- Your Registration will not be finalised nor your status as a student of the University confirmed until you have completed all the necessary stages of Registration.
- If you do not complete Registration, you will not have full access to the University's IT systems that you will need during your studies.

### **Programme specifications**

[Programme specifications](#) enable students to view their specific Programme specification.



## Data protection

[Data protection](#) details the University's responsibilities under the General Data Protection Regulation (GDPR), applicable data protection laws, the University's Data Protection Policy and explains how your personal data will be held and the purposes for which it will be used and shared. By entering into this Contract you agree to the University processing your personal data in accordance with its [Data Protection Policy and Privacy Information for students and applicants](#) and in accordance with current data protection legislation.

As an apprentice you should note the privacy policies of [EFSA](#) and the [Learning Records Service](#)

## Regulations of the University

[Regulations of the University of Nottingham](#) details the various regulations that you will be bound by during your Registration at the University. These include:

- [Registration, Attendance and Study](#)
- [Student Engagement](#)
- [Attendance and Engagement](#)
- [Taught Programmes Regulations](#)
- [Traffic regulations](#)
- [Library Policies](#)
- [Regulations governing the use of University library and computer room/area facilities and services](#)
- [Code of Practice for the use of University computing facilities](#)
- [Academic Misconduct](#)
- [Code of Discipline for students](#)

This document includes the regulations concerning general student discipline, conduct and disciplinary procedures. Breach of these regulations could result in a disciplinary process and the imposition of sanctions, including expulsion from the University.

- [Fitness to Study](#)
- [Fitness to Practise](#)

This applies to students on professionally regulated Programmes which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. A failure to observe these requirements, which may include passing the necessary health checks prior to Registration, registration with a professional, statutory or regulatory body or making necessary declarations (including about criminal records, medical conditions and disabilities) may





call into question a student's fitness to practise and result in a disciplinary process and the imposition of sanctions, including expulsion from the University.

- [Intellectual Property](#)

This document details the University's statement on the provision and processing of intellectual property rights for students and graduates at the University.

- [Regulations for fees](#)
- [Module Enrolment Regulations](#)

Note that it is the student's responsibility to ensure that their selected combination of modules accords with the regulations for their Programme.

### **Student protection plan**

The University's [Student Protection Plan](#) sets out what students can expect to happen should a programme, campus or institution close. The purpose of such a plan is to ensure that students can continue and complete their studies or can be compensated if this is not possible. The University is obliged to have and to regularly review its Student Protection Plan.

### **Complaints**

This details the [Apprentice Complaint Procedure](#) as well as the [Apprentice Complaints Policy](#).

### **Appeals**

The University's [Academic Appeals Policy](#) and [Academic Appeals Procedure](#) applies to various decisions, such as conditions imposed on progression to the next stage of a taught Programme; a classification decision; a decision of the University's Fitness to Practise Committee or Practice Assessment Panel.