

2022-23

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# Teesside University terms and conditions for apprentices



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All details correct at time of publication.

## Introduction

These terms and conditions set out the basis on which we provide educational services for all apprentices enrolling on a Higher Degree Apprenticeship course in the 2022-23 academic year.

You should familiarise yourself with the University regulations referred to in this document. You can read all the University policies, procedures and regulations [here](#), or you can get copies from your School (or college) or institution, the Office of Student Complaints, Appeals and Regulations (OSCAR), Student Services or the Students' Union.

You can get further copies of these terms and conditions from OSCAR.

If you require these terms and conditions, or any other document, in a different format for your ease of reference, please contact OSCAR.

T: 01642 342322

E: [oscar@tees.ac.uk](mailto:oscar@tees.ac.uk)

### Your Particular Attention is drawn to:

1. The terms of the Fees and Charges Regulations that is applicable to your studies (this includes details of your fee liability, as well as detailing circumstances in which you may cancel your place or withdraw from a course.
2. The University's right to make changes or to cancel parts or all of your course (clauses 3.3 and 7.3).
3. The circumstances in which the University excludes or limits liability to you (see clause 7.2-7.3).

## 1 Scope and application

- 1.1 These terms and conditions, together with your Commitment Statement, University regulations, applicable course information page, applicable course handbook and course specification for your course, set out the terms that apply between Teesside University ('the University' or 'we' or 'our') and any apprentice ('you' or 'your') who enrolls with the University on a programme of study leading to a University award or credit ('the course').
- 1.2 These terms and conditions apply from the point of enrollment and continue to apply for as long as you remain enrolled on the course and complete your End Point Assessment unless terminated earlier, as permitted below in these terms and conditions. Your place on the course is contingent on you maintaining throughout the duration of the course the status of an apprentice in accordance with the rules governing apprenticeships as administered by the Education & Skills Funding Agency (ESFA).

## 2 Definitions

- 2.1 **University regulations:** The University regulations, which are amended from time to time, are a comprehensive framework of rules, regulations, policies and procedures that govern and set our expectations on matters such as your learning, teaching, assessment, conduct, use of IT and library facilities, health and safety issues, legislative requirements such as data protection and other aspects concerning your studies that you must abide by as a student of the university. These are further described in clause 3.2 and are freely available online or alternatively from your School (or college) or institution, OSCAR, Student Services or the Students' Union.
- 2.2 **Course specification:** The course specification sets out an overview of the course as approved by the University and can be found in our [course catalogue](#). It includes key information such as the awarding body, delivery location, award title, criteria for admission, aims and learning outcomes, key learning and teaching methods, assessment methods and course structure. The most up-to-date information for your course is found on the University's website prior to your enrollment.
- 2.3 **Course handbook:** Your course handbook is provided to you after enrollment. This includes, amongst other information, full details of your course structure, module content, professional body accreditation (if any), and learning, teaching and assessment methods.
- 2.4 **Course:** Course means a TU Online Course leading to a University award or credit.

## 3 Terms and conditions

**3.1 Enrollment and fees:** Your tuition fees and any additional charges relating to delivery of your course will be the responsibility of your employer. The funding arrangements in respect of your course are agreed between the University and your employer, and are also detailed in your Commitment Statement. If for any reason the funding of your course through your employer ceases, the University retains the right to withdraw you from your programme of study. You will be liable to the University for any charges you incur personally whilst enrolled as a student, such as library charges, as detailed in the University's fees and charges regulations for that academic year which can be found [here](#).

**3.2 University regulations:** You agree to comply with the regulations that apply to enrolled students.

Key provisions of the regulations of which you should be aware include:

- a) the University's expectations of student attendance and academic progress, as set out in the [Attendance Monitoring Policy and Procedure](#), [Assessment Regulations](#) and [Academic Appeal Regulations](#). Failure to meet these expectations may mean that you are not permitted to progress on your course
- b) the University's rules about academic misconduct including plagiarism and the processes the University utilises to detect plagiarism, which can be found in the [Academic Misconduct Regulations](#). Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion
- c) the University's expectations of student behaviour, as set out in the [Student Disciplinary Regulations](#) and [Student Code of Conduct](#) and [Campus Pledge](#). Breach of these rules could result in a

disciplinary process and the imposition of sanctions including expulsion from the University

- d) regulations relating to [Fitness to Study](#) which describes the steps the University may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study
- e) the University's rules governing fitness to practise, as set out in the [Fitness to Practise Regulations](#), which apply to students on professionally regulated courses 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 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
- f) the requirement that applicants to professional courses undergo an enhanced Disclosure and Barring Service check before they can be enrolled on these courses, and the statutory requirements regarding disqualification by association. Depending on the outcome of these checks, you may not be eligible to enrol on these courses.

**3.3 Changes to course:** We seek to deliver your course in accordance with the description in the course information page. However, there may be situations in which it is desirable or necessary for us to make material changes to your course, for example due to an event outside of our control (as explained in paragraph 7.3). If those circumstances occur, the University will seek to minimise the impact on the student learning experience and will liaise with you and your employer to mitigate the effects of a material change to your course and attainment of your apprenticeship.

Module options: For courses that have optional modules, we cannot guarantee that all module options will always be available. This is because there may be a limited number of places for each module or certain modules may not be able to run if there is insufficient numbers or the currency/topicality of the subject matter of the module has changed or ceased. In such cases, we will endeavour to supply a suitable alternative module.

**3.4 Location of course:** The University has two campuses, Middlesbrough and Darlington. Some of the University's collaborative provision is also delivered at partner Colleges. The location of your course is set out in the course specification and course information page. We are committed to investing in the quality of both our campuses as well as the support we offer students who study by distance learning or through one of our collaborative partners. As such, on occasion, we may undertake redevelopment work which may cause you some disruption to your ordinary timetable. All our improvement works are designed to ensure disruption is kept to a minimum and is aimed at providing the best possible space and facilities for an excellent student experience.

**3.5 Data Protection:** The University, as Data Controller complies with its obligations under the Data Protection Act 2018 and the General Data Protection Regulation ('Data Protection Legislation') as set out in its [Data Protection Policy](#). The University collects, hold and process your personal information (including personal data and special category data as defined by Data Protection Legislation) primarily for the purpose of administrating and managing your educational course and qualifications, and to provide you with all other services provided by the University, or incidental to the University's operations and its status

as a Higher Education Corporation. This includes for example facilitating your membership of Teesside University's Students' Union and the University's Alumni Association. The University may also share your personal information with other organisations where this is necessary in the fulfilment of its statutory obligations or as required by law. Full details of how we use your data are set out in our [Student Privacy Notice](#) and in the University's wider [Data Protection Policy](#). The University has a legitimate interest in keeping you informed of events or opportunities relevant to your course and will send you emails accordingly. If you do not wish to be kept informed in this way, please contact [enquiries@tees.ac.uk](mailto:enquiries@tees.ac.uk) or use the unsubscribe function at the bottom of any marketing emails. You may unsubscribe at any time.

**3.6 Intellectual property:** You agree to be bound by the University's [Intellectual Property Policy \(Staff & Students\)](#) which sets out the position of ownership of IP in various circumstances. which sets out the position of ownership of IP in various circumstances. As you are an apprentice, we do not automatically take ownership of any intellectual property that you may create as part of your studies or your research. However, in some circumstances, we may need you to transfer intellectual property to the University, your employer or a third party – for example, this will sometimes be necessary before you can participate in a specific project or if a third party is funding the research and requires the rights to the intellectual property. In such cases, you may be required to 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. In return, such students may participate in Revenue Sharing arrangements as per

the [Intellectual Property Policy \(Staff & Students\)](#). This may also include a license the University to use any of your previously created intellectual property which is incorporated in that research or research outcome.

You agree to keep your research material confidential. The University 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 share revenue under the University's [Intellectual Property Policy \(Staff & Students\)](#). You must not disclose to a third party any other confidential information of the University that you are told at the time of disclosure which is confidential or that is disclosed in a manner where it was obviously intended to be confidential. In so far as IP belongs to the University a royalty free, irreversible licence to use this IP for so long as it subsists for the University's academic publications, teaching, research, educational and/or promotional papers.

You acknowledge that the intellectual property rights in all course materials provided to you as part of your course are owned by us or licensed to us and you agree to use such course materials only for your own personal study purposes.

- 3.7 Audio recording of taught academic contact sessions:** You are normally permitted to audio record taught academic contact sessions for your personal use unless otherwise instructed by your tutor. Where recording occurs, you are not permitted to share it with anyone else (except with a transcriber to accommodate a disability need) or put the recording in the public domain in any manner whatsoever. All intellectual property rights in the recording belongs to the University.

- 3.8 Debts:** We may, at our discretion, withdraw facilities from, withhold the conferment of academic awards to, terminate the enrollment of or refuse to enrol or re-enrol persons who owe academic-related monies to us in accordance with our [Fees and Charges Regulations](#). Academic debtors are not invited to attend the Academic Awards Ceremony and their name will not appear in the Academic Awards brochure. In deciding what action to take, the University considers all the circumstances of your case. The University's full policy on the recovery of academic debts is available [here](#).
- 3.9 Equality Act 2010:** If you have a disability or a long-term health condition, you are strongly encouraged to disclose the relevant information as early as possible to enable us to discuss support arrangements with you. Information about the help we can offer can be found [here](#).
- 3.10 Complaints:** The University has a Student Complaints Policy and Procedure that is accessible to all students of the University. Full details of the procedure can be found [here](#). As an apprentice, if you are dissatisfied with the handling of any complaint by us, you may also contact the Education and Skills Funding Agency and ask that they consider your complaint via the Apprenticeship Helpline (email: [nationalhelpdesk@apprenticeships.gov.uk](mailto:nationalhelpdesk@apprenticeships.gov.uk) or telephone: 0800 015 0400).
- 3.11 Office of the Independent Adjudicator (OIA):** 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 OIA. Full details of how OIA works can be found [here](#). Once the OIA is considering your complaint, you may not normally commence any legal proceedings in the civil courts on the same matter.

**3.12 Changes to University regulations:**

The University reserves the right to add to, delete or make reasonable changes to the regulations where, in the opinion of the University, such changes will assist in the proper delivery of education. 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 reflect changes in the external environment including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance
- c) to incorporate sector guidance or best practice
- d) to incorporate feedback from students
- e) to aid clarity or consistency of approach.

The University consults with the Students' Union before making any substantive changes to the regulations.

Any changes normally come into effect at the start of the next academic year, although may be introduced during the academic year where the University reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The University takes all reasonable steps to minimise disruption to students wherever reasonably possible, for example by giving reasonable notice of changes to the regulations before they take effect or by phasing in the changes, if appropriate. The updated regulations are made available on the University's website and may be publicised by other means so that students are made aware of any changes.

- 3.13 Students' Union:** All students registered at the University are entitled to full membership of the Students' Union. Students automatically become a Students' Union member unless they opt out in

accordance with the University's [Students' Union Code of Practice](#). In accordance with the Education Act 1994, every registered student at the University has the right to choose not to be a member of the Students' Union and/or not to be represented by it, and not to be unfairly disadvantaged by reason of having exercised that right. The sole consequences for a registered student of the University of choosing not to be a member of the Students' Union are:

- a) ineligibility to vote in Students' Union elections or referenda
- b) ineligibility to stand in Students' Union elections
- c) ineligibility to hold office in any Students' Union club or society.

The Students' Union is governed by the law relating to charities. The Students' Union cannot have a political purpose and must not seek to advance the interest of any political party although it may seek to influence political opinion on issues relating directly to its own stated purposes, provided such activity is within its powers. The ways in which charities may or may not legitimately engage in political activities is the subject of advice and legislation from time to time by the Charity Commission, Courts of Law, parliament, and government departments. Expenditure must be at a reasonable level, taking into account the potential benefit to Students' Union members, and the financial resources and commitments of the Students' Union.

- 3.15 Freedom of Speech:** The University is responsible under section 43 of the Education (No.2) Act 1986 for the provision of safeguards to ensure freedom of speech within the law. The University's Code of Practice on Freedom of Speech is published [here](#).

## 4 The University's obligations

### We agree:

- 4.1 to provide you with tuition, advice and learning support, taking reasonable care and making appropriate effort to deliver your course as described in the University's prospectus, course information pages, course specification and your course handbook for the relevant academic year
- 4.2 to make available to you the learning support, advisory facilities and other general services provided by the University for all its students
- 4.3 to maintain and enhance the quality of your course, drawing on feedback both internally and externally, as appropriate
- 4.4 to give you and your employer reasonable notice of proposed changes to the delivery of your course or other services and to consult you on any material changes which, in exceptional circumstances, may be necessary. These may include alterations to the timetable, location, number of classes and method of delivery of your course, or variations in its content or syllabus, such as where changes are made part way through your course to the relevant apprenticeship standard
- 4.5 to ensure that our staff undertake regular continuing professional development.

## 5 Your obligations

### You agree:

- 5.1 to comply with your obligations as stated in these terms and conditions, and to follow any reasonable instructions issued to you from time to time, by or on behalf of the University
- 5.2 to comply with the University regulations, as amended from time to time
- 5.3 to attend induction events, lectures, tutorials, examinations and other activities which form part of your course (subject to absence for medical or other agreed reasons), and to submit, by required deadlines, course work and other assignments (subject to exceptional circumstances, such as illness, when special procedures must be followed to obtain allowance as set out in the University regulations)
- 5.4 to attend all formal teaching sessions with any issued equipment or device to enable teaching, to engage with your studies, and to inform a designated member of staff if you are unable to attend classes.
- 5.5 to comply with any professional standard or code of conduct applicable to your course and to abide by any special conditions set out in your course handbook, or notified to you by the University
- 5.6 to enrol and subsequently re-enrol at the beginning of each academic year of your course
- 5.7 to actively engage with the University and regularly check your University email account for updates and current information
- 5.8 to disclose any relevant criminal conviction (as defined in the University's criminal convictions policy) that is not spent when requested to do so by the University. If you disclose a relevant, conviction to the University, you are required to provide the University with additional information,

as reasonably requested, in order for the University to carry out a suitable assessment of risk. If you are already enrolled, your enrollment is subject to the University's decision in accordance with its criminal convictions policy. Upon receiving a relevant criminal convictions disclosure, the University reserves the right to (a) cancel/withdraw your offer, (b) impose conditions or restrictions on you whilst you are at University to the extent that the University considers necessary to manage any risks, or (c) to terminate any contract with you where you have already enrolled on a course, where the risks cannot be appropriately managed. After enrollment, to notify us in the event that you are charged or found guilty of any relevant criminal offence (this obligation applies whether or not the University requests disclosure). For certain courses we may also ask you to complete a disclosure application to the Disclosure and Barring Service, which may include disclosure of spent convictions. Failure to disclose a relevant unspent conviction, may result in disciplinary action under the [Student Disciplinary Regulations](#) and/or termination by us of the contract under clause 6.3 (c), (d) and (g). You should note that a relevant criminal conviction may not necessarily be a bar to studying at the University, however the University cannot guarantee that a criminal conviction would not be a barrier to entry in your chosen career or profession. It is your responsibility to familiarise yourself with and to ensure compliance with the requirements of any professional body which you wish to join either before or after graduation. You should also be aware that a change in your circumstances whilst studying (e.g. acquiring criminal convictions or certain physical or mental ailments or illnesses) may affect your continued compliance and in such cases should be notified both to the relevant professional body and to the University for clarification.

- 5.9** to notify your School of any changes to your name, term-time address and/or home address, or any other change to information supplied during the eligibility checks or enrollment. For certain courses we may also ask you to inform your of changes in your circumstances, including your health status or any police investigations you become the subject of, where this has direct impact on your ability to undertake a specific course of study or part of it
- 5.10** to provide accurate and complete information in support of your application and enrollment
- 5.11** to adhere to the standards of behaviour expected as set out in the [Student Code of Conduct](#)
- 5.12** to formally notify the University if you wish to withdraw or transfer from your course and/or from the University by completing the withdrawal form available from your School. In the case of withdrawal or transfer, this must be communicated to your employer, as this will impact their contractual obligations to us.
- 5.13** to comply at all times with the obligations placed on you in your Commitment Statement and in your Apprenticeship Agreement with your employer. You must remain in employment throughout the duration of your apprenticeship and in a job role that allows you to achieve the relevant apprenticeship standard you are studying towards. You must inform the University of any changes in your employment such as changes to your working hours or job role, redundancy, change of employer or termination of employment, as amendments may need to be made to your Commitment Statement. In some cases other action may be needed such as a transfer to a different course, a break in learning or a withdrawal.

## 6 Termination

- 6.1 Default termination:** Unless terminated under clause 6.2 or 6.3, these terms and conditions end automatically after the University publishes notification of awards relating to your course and you have completed your End Point Assessment (the completion date must have been entered into the Individualised Learner Record [ILR]).
- 6.2 Termination by you:** These terms and conditions cease to apply if you withdraw from the University.
- 6.3 Termination by us:** We may terminate your contract for the supply of educational services and withdraw you from your course for serious breaches of the regulations (see paragraph 3.2) and/ or the occurrence of any of the following circumstances:
- a)** if, for any reason, you are unable to satisfy any mandatory entry requirement of your course
  - b)** if, prior to enrolling on your course, there is a change in your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on your course
  - c)** if, in our reasonable opinion, you have failed to provide us with all relevant information, or have supplied false or misleading information relating to your application for your course
  - d)** if we become aware of information about you which we did not know before and which, in our reasonable opinion, makes it inappropriate for you to study on your course
  - e)** if, in our reasonable opinion, any qualification or status has been obtained by fraud
  - f)** if you cease to be an apprentice under the ESFA Rules or your funding fails
  - g)** if you are convicted of a relevant offence as defined in the University's criminal convictions policy in the UK or an equivalent offence of any other country
  - h)** if you are expelled from, refused admission or membership to, or fail to maintain any mandatory membership with any organisation with which you are expected to attend or be a member of as part of your course
  - i)** if we withdraw you from your course for any reason as permitted by the University regulations including disciplinary or professional conduct matters, non-attendance and/or non- engagement with the University or as a result of decision of an assessment board for your academic performance.
- Any action we take under the termination provision will not restrict our ability to take any other action against you that we have the right to take.

## 7 Other important provisions

**7.1 Liability:** We will be liable to you for any direct loss or damage that you suffer if we either fail to carry out our obligations under these terms and conditions to a reasonable standard or breach any relevant duty that we owe to you at law, but not to the extent that such failure is attributable to by your own fault and/or the fault of a third party. Nothing in these terms and conditions shall limit our liability to you in the event of your death or personal injury caused by the negligent act or omission of our staff save to the extent that such death or personal injury was contributed to by your own act or omission or that of a third party.

**7.2 Limitation of liability:** Save as for death or personal injury, our liability to you for all other loss or damage suffered by you as a result of the University's breach of its obligation shall be limited to the total charges payable by your employer to us during the 12 months immediately preceding the event giving rise to the loss, or, if the loss arose during the first twelve months of the agreement with your employer being in force, the charges payable by your employer to us during the first twelve months of the agreement whether your claim is brought under these terms and conditions or otherwise.

**7.3 Events outside of our control:** We will not be liable to you for our delay or failure to deliver educational services as described under this contract due to events outside our control which we could not have prevented even if we had taken reasonable care. Events outside our control include industrial action, over or under demand from students, exceptional cases of staff illness, significant changes to our funding or to government direction to higher education, compliance

with any law or government order, rule regulation or direction, severe weather, fire, natural disaster, terrorism, civil disorder, political unrest, government restrictions, epidemics and concern with regard to the transmission of serious illness that lead to the imposition of local, regional or national government restrictions which adversely affect our operations, the unexpected absence or departure of a key member of staff, where the numbers recruited to a course and/or module are so low that it is not possible to deliver an appropriate quality of education to students enrolled on it. In such circumstances, we reserve the right to delay, change or cancel parts or all of our service to you including your course, placements and access to usual University facilities. Should an event outside of our control occur, the University will exhaust its options under clause 3.3 before seeking to rely on the provisions of clause 7.3.

**7.4 Contracts (Rights of Third Parties) Act 1999:** These terms and conditions are personal to you. A person who is not a party to this contract (including, without limitation, any third party who is responsible in whole or in part for payment of your tuition fees) shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999.

**7.5 Notices:** The University may serve notices on you by email to your University email address or by sending the notice to the last recorded address that we hold for you. Letters shall be regarded as properly served when delivered by hand to that address, or 48 hours after being posted to that address if sent by first-class post, or on receipt of delivery notice.

- 7.6 General provisions:** If any provision of these terms and conditions becomes void, illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.
- 7.7 Entire agreement:** These terms and conditions, University regulations, relevant course information page applicable course handbook and course specification and any other documents referred to herein are the entire understanding between you and us about your course and replace any other undertakings or representations.
- 7.8 No waiver:** The University's failure to enforce any provision of these terms and conditions does not constitute a waiver of that provision and will not affect our right to enforce that or any other provision at a later date.
- 7.9** All references to statutory legislation includes any amendments or successor to that legislation.
- 7.10 Survivorship:** The expiry or termination of these terms and conditions for whatever cause shall not affect any provision of these terms and conditions capable of surviving or operating in the event of expiry or termination of these terms and conditions, and shall not prejudice or affect the rights of either party against the other party in respect of any breach of these terms and conditions.
- 7.11 Law and jurisdiction:** These terms and conditions shall be governed by the laws of England and Wales and subject to the nonexclusive jurisdiction of the English courts.

This publication is available in alternative formats on request.

Please contact the Office of Student Complaints, Appeals and Regulations  
on +44 (0) 1642 342322 or email [oscar@tees.ac.uk](mailto:oscar@tees.ac.uk).

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