



**University of the
Built Environment**
EST. 1919

Patron: His Majesty King Charles III

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UNIVERSITY OF THE BUILT ENVIRONMENT

STUDENT TERMS AND CONDITIONS

**relating to apprenticeship students
commencing their studies in 2026/27**

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1. INTRODUCTION

- 1.1 This document contains important information about Your agreement with the University and links to important information. You should read these carefully before You accept a place at the University (the "**Terms and Conditions**").

2. DEFINED TERMS

- 2.1 In these terms and conditions the following definitions are used:

"Apprentice" / "Student" / "You" / "Your"	means You the Apprentice or applicant who is registered on or applying for a Programme at the University as part of an Apprenticeship
"Apprenticeship"	means an English apprenticeship programme comprised of Your Programme and any other required training activities and for which You have signed the Apprenticeship Agreement and a Training Plan
"Apprenticeship Agreement"	means the legally binding contract between You and Your employer which outlines the terms and conditions of the Apprenticeship, the Apprentice's role, the training they will receive and the employer's expectations
"Apprenticeship Outcomes Officer"	means a designated member of University staff responsible for supporting You throughout Your Programme
"Break in Learning"	means a break in the Apprenticeship, instigated by the University (in relation to active learning) or by You, lasting at least one calendar month, during which You temporarily pause Your Apprenticeship but You have informed Your employer in advance of Your intention to resume it at a later date
"Contract"	is defined at Clause 3.1
"Contract Commencement Date"	means the date You first register for Your Programme via Our online portal
"DfE"	means the Department for Education
"End-Point Assessment"	means an assessment that takes place to determine that You have reached the necessary level of competence to be awarded an Apprenticeship certificate
"Evidence Pack"	means the documents and information about You and the Apprenticeship, which provides evidence that You are eligible for funding and that the Apprenticeship is being delivered in line with the Funding Rules
"Force Majeure Event"	is defined at Clause 21.1
"Funding Rules"	means the Apprenticeship Funding Rules for employers and training providers, as revised and amended from time to time and as of the date of these Terms and Conditions available at: https://www.gov.uk/guidance/apprenticeship-funding-rules as they apply to each Apprentice in accordance with their provisions

"Intermediate Exit Award"	means an award that requires fewer credits than the final award for Your Programme
"IPR"	or "Intellectual Property Rights" means any patent, rights to inventions, copyright and related rights, performers' property rights, trade marks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, trade secrets, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world
"Offer"	means Our offer to You of a place on the Programme
"Policies and Procedures"	means Our rules, policies, procedures and other regulations in force from time to time that are relevant to the Programme and that are made available to You on Our website or otherwise provided to You
"Programme"	means the academic programme which You are studying with the University as part of Your Apprenticeship, i.e. CertHE, Diploma, BSc (Hons), MSc or MBA
"Programme Materials"	means all learning resources required for successful completion of a module
"Programme Specification"	means a programme specification provided with an Offer and as set out on Our website
"Regulations"	means the Academic and Programme Regulations (opens new window) relevant to Your Programme with the University
"Resubmission"	means resubmitting an assessment as a second attempt after having previously failed the module or after a Retake as a fourth attempt having failed the Retake (see the "Number of attempts" and "Resubmission" sections of the Regulations (opens new window) for further detail). Resubmission in the context of End-point assessment is different.
"Retake"	means joining the next delivery of a module after having previously failed the module (see the "Number of attempts" and "Retakes" sections of the Regulations (opens new window) for further detail)
"Terms and Conditions"	is defined at Clause 1.1
"Training Plan"	means a document outlining the structured learning and development journey for You, Your employer and University's commitments, Your responsibilities, and schedules for training and assessment

"Tuition Fees"	means the tuition fee amount for Your Programme which is payable by Your employer
"University"	means the University College of Estate Management a Royal Charter Corporation (RC000125) and registered charity (registered no. 313223) of Horizons, 60 Queen's Road, Reading, RG1 4BS trading as University of the Built Environment
"VLE"	means Our Virtual Learning Environment
"We", "Us" and "Our"	means the University

3. THE CONTRACT

3.1 By accepting Our Offer of a place on a Programme, You accept these Terms and Conditions in full, which along with the following documents:

- 3.1.1 the Offer;
- 3.1.2 our Policies and Procedures;
- 3.1.3 the [Regulations \(opens new window\)](#) (which are published on Our website);
- 3.1.4 Your [Programme Specification \(opens new window\)](#) (which is available on Our website and was provided with Your Offer); and
- 3.1.5 the [Module descriptors \(opens new window\)](#) (which is available on Our website) relevant to Your Programme;
- 3.1.6 the Apprenticeship Agreement; and
- 3.1.7 Training Plan,

form the contract between You and the University in relation to Your Programme (the **"Contract"**).

3.2 By entering into the Contract You agree to comply with all of the above documents. They are also important documents describing legal rights and responsibilities.

3.3 The Contract is created and formed when You accept the Offer.

3.4 Once You have accepted the Offer, the University will send You an email to confirm that You have accepted the Offer and have entered into the Contract with the University.

3.5 The Contract will end if:

- 3.5.1 You fail to complete Your studies within the maximum period of registration for Your Programme, as set out in the [Regulations \(opens new window\)](#);
- 3.5.2 You exhaust the permitted number of attempts at a module (normally four: a first take and a Retake and in both instances You may have a Resubmission - see the "Number of attempts" section of the [Regulations \(opens new window\)](#)) and You are not permitted to continue study to achieve an Intermediate Exit Award (see the "Number of attempts" section of the [Regulations \(opens new window\)](#));
- 3.5.3 You exhaust the permitted number of attempts at the End Point Assessment (normally three attempts);

- 3.5.4 You complete the Programme. The typical duration of Your Programme can be found in Your [Programme Specification \(opens new window\)](#) and Your Training Plan There is also a time limit within which You must complete Your Programme (see the "Maximum Period of Registration" section of the [Regulations \(opens new window\)](#));
- 3.5.5 the University exercises Our right to cancel the Contract early if You breach it (see Clause 16); or
- 3.5.6 You exercise Your right to cancel the Contract (see Clause 17).

4. **APPLICATION AND ADMISSION**

- 4.1 You must meet the terms of Your Offer and satisfy all necessary legal and other requirements, including those set out in Clause 4.2 and the eligibility criteria specified in the Funding Rules, in order to secure Your place on Your Programme.
- 4.2 It is important that You provide accurate information in Your application to study at the University. If it is later found that Your application includes false, fraudulent (including fraudulent payment), or misleading information or material omissions, then We may withdraw Your application or Your Offer.
- 4.3 We may withdraw or amend Your Offer, or terminate the Contract and Your enrolment, without liability to you, for the following reasons:
 - 4.3.1 Your Apprenticeship Agreement with Your employer is terminated;
 - 4.3.2 You fail to provide a satisfactory criminal record/Disclosure and Barring Service (DBS) check;
 - 4.3.3 You do not meet the eligibility criteria specified in the Funding Rules; and/or
 - 4.3.4 You fail to pass an occupational health check (subject to the University's obligations under the Equality Act 2010 in respect of students with disabilities).
- 4.4 To begin study on Your Programme, You must:
 - 4.4.1 register at the University within 14 days of the start date of Your Programme. If You do not register within 14 days, We reserve the right to refuse to register You and withdraw You from Your Programme; and
 - 4.4.2 have supplied specific identity documents as set out in the terms of Your Offer.
- 4.5 Students who are not enrolled at the University cannot access the VLE or participate in assessments for any modules.

5. **EQUALITY, DIVERSITY AND ADDITIONAL NEEDS**

- 5.1 The University is committed to promoting equal opportunities for all students and will comply with the [Neurodiversity, Disability and Long-Term Health Policy \(opens new window\)](#).
- 5.2 You must co-operate with the University in promoting equal opportunities and avoiding unlawful discrimination.

6. **OUR CORE OBLIGATIONS TO YOU**

- 6.1 The University will provide You with the teaching, assessment and other educational services as set out in Your [Programme Specification \(opens new window\)](#), [Module descriptors \(opens new window\)](#), the [Training Plan](#), and in compliance with the detailed provisions in the [Regulations \(opens new window\)](#). Your [Programme Specification \(opens new window\)](#)

includes award details, programme aims and structure, programme learning outcomes, and accreditation details.

- 6.2 The University shall comply with its obligations as set out in the Training Plan.
- 6.3 The University will make its pastoral support, advice and guidance services available to You. Support services are an important element of the service universities provide to help their students achieve successful outcomes.
- 6.4 The University will award one or more certificates, diplomas or degrees as applicable to You if You meet the academic requirements for the completion of the Programme, as laid out in the [Regulations \(opens new window\)](#), provided that Your Tuition Fees have been paid by Your Employer.
- 6.5 We will allocate You a dedicated point of contact, which may include an Apprenticeship Outcomes Officer who will be available to support You throughout Your Apprenticeship.

7. YOUR CORE OBLIGATIONS TO THE UNIVERSITY

- 7.1 You agree to:
 - 7.1.1 comply with these Terms and Conditions;
 - 7.1.2 comply with Our [Regulations \(opens new window\)](#), Your [Programme Specification \(opens new window\)](#), the [Module descriptors \(opens new window\)](#) and Our Policies and Procedures;
 - 7.1.3 fulfil the academic requirements of Your Programme, including but not limited to, engagement on the VLE, attendance at lectures, seminars and online classes, attendance at assessment (including Your End-Point Assessment) and submission of assessments, and any such other teaching forums provided by us;
 - 7.1.4 fulfil the requirements of Your Apprenticeship including but not limited to:
 - (a) undertaking any mandatory on and off-the-job learning and maintaining an accurate and up-to-date off-the-job diary (to be submitted timely on a monthly basis throughout the practical period) in accordance with Training Plan; and
 - (b) preparing for and proactively participating in progress reviews;
 - 7.1.5 comply with Your commitments and obligations under Your Training Plan;
 - 7.1.6 notify the University of any changes in employment status, working hours or personal circumstances that may affect Your Apprenticeship or Your participation in Your Programme; and
 - 7.1.7 keep Your login details and password confidential and not share them with others.

8. CHANGES TO THE REGULATIONS

- 8.1 During Your Programme, We may update and replace Our [Regulations \(opens new window\)](#), and Policies and Procedures from time to time in order to ensure that the University operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to the Regulations will be appropriately notified to students via email or the website. Such changes will not affect the content of Your Programme (see Clause 9 for provisions concerning changes to Programmes).

8.2 Any changes made under this Clause 8 will normally come into effect at the start of the next academic year. The University will take all reasonable steps to minimise disruption to students wherever reasonably possible.

8.3 The updated Regulations will be made available on the University's website and may be publicised by other means so that students are made aware of any changes.

9. CHANGES TO PROGRAMMES

9.1 Once You have accepted Your Offer, whilst We will use all reasonable efforts to deliver Your Programme as set out in the Contract, due to the time period between the publication of programme advertising and marketing information and registration on Your Programme circumstances may arise where We are required to make changes to Your Programme. Examples of "changes" include changes to the content or structure of Your Programme, or to method of teaching or assessment, or to the type of award. Examples of where changes may be made or required are (without limitation):

9.1.1 where changes are in students' overall interests, for example because of developments in teaching practice, technology or new assessment methods;

9.1.2 where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how the University is required to operate because of changes to a professional body's requirements, or other laws/regulations, including the Funding Rules;

9.1.3 where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;

9.1.4 where the University decides for academic or operational reasons to revise the compulsory or optional modules that are available on Your Programme; and/or

9.1.5 due to factors beyond Our reasonable control, it may sometimes be necessary to vary the content of the Programme or modules or services as described in the [Programme Specification \(opens new window\)](#) and/or [Module descriptors \(opens new window\)](#).

9.2 The University is committed to providing appropriately qualified staff to teach its Programmes, but it does not commit to ensuring that any individual will teach on any given programme. Where these members of staff leave the University, take leave or are otherwise unavailable to teach then they will be replaced by either existing or new staff appointed by the University.

Closure of Programmes

9.3 Once You have accepted Your Offer, whilst We will use all reasonable efforts to deliver Your Programme in accordance with the Contract, circumstances may arise where We are required to close Your Programme. Examples of where Programme closure may be made or required are (without limitation):

9.3.1 where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of the University's staff, or by other resources (e.g. temporary staff) that the University would normally engage in such circumstances;

9.3.2 if the Programme is withdrawn by a third-party awarding body or the government requires changes to be made;

- 9.3.3 if there are an insufficient number of students registered on the Programme meaning the continued running of the Programme is financially unviable; or
 - 9.3.4 if there are unforeseen exceptional circumstances including a Force Majeure Event which affects Our ability to deliver the Programme as expected.
- 9.4 Any Programme closure and/or refund application in relation to a Programme closure would be considered in accordance with Our [Student Protection Plan \(opens new window\)](#) and [Refund and Compensation Policy \(opens new window\)](#).

Consequences of changes to Programmes or closure of Programmes

Changes to Programmes before enrolment

- 9.5 If We have to change Your Programme, We will use reasonable efforts to ensure that changes are kept to a minimum, but if We need to make any substantial changes to Your Programme (as against the commitments made in Your Offer and/or [Programme Specification \(opens new window\)](#) and as reasonably determined by us) before You enrol at the University, We shall bring the changes to Your attention as soon as possible and if You no longer wish to continue on the amended Programme, You may either:
- 9.5.1 terminate the Contract and/or withdraw Your application for the Programme; or
 - 9.5.2 transfer to another Programme (if any) as may be offered by Us for which You are qualified.

Changes to Programmes or closure of Programmes post enrolment

- 9.6 Where changes or Programme closure is proposed or have to be made for the reasons outlined at Clauses 9.1 and 9.3 above, the University will take all reasonable steps to minimise disruption to students (including where Your Programme is closed and the University is unable to complete delivery of Your Programme, using reasonable efforts to, with Your consent, transfer You to a new programme: (i) at the University for which You are qualified; or (ii) at an alternative higher education provider).
- 9.7 In the case of minor changes as reasonably determined by Us (for example, changing a module from compulsory to optional, changes to module titles or minor variations to module content), We will use reasonable efforts to keep such changes to a minimum and to keep You informed appropriately, for example by email or via notifications on the VLE.
- 9.8 In the case of substantial changes as reasonably determined by us, before implementing any such change, We will consult with students (where appropriate) to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".
- 9.9 If We make substantial changes to Your Programme (as against the commitments made in Your Offer and/or [Programme Specification \(opens new window\)](#) and as reasonably determined by us) after You have enrolled and You are unhappy with the changes such that You no longer wish to continue to study on Your Programme, You must notify Us of this in writing, following which We may offer You a suitable alternative Programme for which You are qualified. Please note that any transfer between higher education programmes at the University shall be discussed and agreed in advance with the University and Your employer before the transfer can take effect.
- 9.10 If You are unhappy with the alternative Programme We offer You or We are unable to offer You a suitable alternative Programme, You may end Your Contract with immediate effect by giving Student Advice Team via [Student Central \(opens new window\)](#) notice by email here or in writing.

9.11 You should consider Your options carefully before terminating Your Contract in such circumstances. You may for example want to contact other institutions about whether You might be able to complete Your Programme with them. You may also want to consider other matters such as accommodation and travel costs.

9.12 Where You terminate Your Contract pursuant to this Clause 9, You may be entitled to compensation pursuant to the University's [Refund and Compensation Policy \(opens new window\)](#).

10. **BREAK IN LEARNING AND TRANSFER OF YOUR STUDIES**

10.1 If You wish to take a Break in Learning then this should be agreed in advance with the University and Your Employer. A Break in Learning will still count towards Your maximum registration period. For more information regarding a Break in Learning, please refer to the [Regulations \(opens new window\)](#).

10.2 If You wish to transfer between higher education programmes at the University or between higher education providers, the "Changing Your programme" section of the [Regulations \(opens new window\)](#) and/or the [Student Transfer Policy \(opens new window\)](#) will apply. Please note that any request to transfer between higher education programmes at the University or between higher education providers should be discussed and agreed in advance with the University and Your employer.

10.3 If You wish to switch a module within Your Programme, the "Registration" section of the [Regulations \(opens new window\)](#) will apply. Changing Your modules once You have commenced them is not an automatic right and is at the discretion of the University (see the "Registration" section of the [Regulations \(opens new window\)](#)). Please note that any request to switch a module within your Programme at the University shall be discussed and agreed in advance with the University and Your employer. If Your request to switch a module within Your Programme after the semester has started is agreed by your employer and the University then Your employer will be charged an administration fee of £75.

11. **PAYMENT OF TUITION FEES**

11.1 You will not be required to pay any Tuition Fees to the University while enrolled on Your Apprenticeship. This is because Your employer and the University will enter into a separate agreement where Your Tuition Fees are paid by:

11.1.1 Your employer through the apprenticeship levy;

11.1.2 Government co-investment; or

11.1.3 directly by Your employer.

11.2 Any additional costs in relation to Your Programme will be covered by Your employer.

11.3 When You register for Your Programme, You may be asked to:

11.3.1 confirm that Your employer will be paying Your Tuition Fees; and

11.3.2 provide acceptable evidence that Your employer has agreed to pay Your Tuition Fees.

11.4 If Your Apprenticeship Agreement with Your employer is terminated due to redundancy, and on the date of dismissal You are either within six months of the planned end date of Your Apprenticeship practical period, or if You have completed at least 75% of the Apprenticeship Practical Period as specified in the Apprenticeship Agreement, Your Tuition Fees will continue to be funded by the Government. If You are made redundant more than six months before Your planned Apprenticeship end date, the Government will fund Your Tuition Fees for up to 12 weeks from the date You were made redundant. During this period, the University may

support You in securing a new employer. If a new employer is not found within 12 weeks, You will be withdrawn from Your Apprenticeship.

- 11.5 If Your Apprenticeship Agreement with Your employer is terminated, You are made redundant with more than 6 months of Your Apprenticeship remaining, or You have completed less than 75% of the Apprenticeship practical period and a new employer cannot be found within 12 weeks, the University will discuss Your options for continued study with You. You may have the option to continue Your studies on Your Programme outside of an Apprenticeship. If You choose this option, You would become liable for Your Tuition Fees for any elements of the Programme not yet started, and be responsible for paying Your Tuition Fees in accordance with Our Tuition Fees Policy.
- 11.6 In circumstances where Your Employer is required to pay Your Tuition Fees directly to the University and has not done so within the 30-day credit terms (+31 days from invoice date), We may:
- 11.6.1 prevent You from registering for any further modules with the University; and/or
- 11.6.2 not confer any award You may qualify for until all outstanding Tuition Fees related to that award have been paid in full by Your Employer.
- 11.7 If the outstanding amount is not paid by Your Employer within seven days (+38 days from invoice date) You and Your Employer will receive notification that We will withdraw Your VLE access unless payment is received within seven days (+45 days from invoice date).
- 11.8 If the outstanding amount is not paid by Your Employer within seven days (+45 days from invoice date) We will withdraw Your VLE access until the debt is paid.

12. **YOUR LICENCE TO USE PROGRAMME MATERIALS**

- 12.1 You will not own any IPR in any Programme Materials provided to You by the University.
- 12.2 The University grants to You a personal non-exclusive restricted licence to use the Programme Materials solely for Your own personal use as part of studying the Programme.
- 12.3 You may not share, loan, copy, reproduce or grant in any way any right or licence to use the Programme Materials to any third party and You must take reasonable steps to prevent any third party using Programme Materials.

13. **INTELLECTUAL PROPERTY RIGHTS**

- 13.1 Unless otherwise assigned and subject to Clause 13.2 below, where new IPR is created by You during the Contract, the new IPR is retained by You.
- 13.2 There are specific situations in which the University may wish to have rights in Your IPR, as follows:
- 13.2.1 Where the University wishes to advance a collaborative arrangement You could be asked to sign an appropriate assignment agreement to protect Our legitimate interests as a party to the collaborative agreement.
- 13.2.2 Where the University agrees with You that Your work will be used as part of a further research publication produced by the University:
- (a) You will share joint ownership of Your IPR with the University by signing an appropriate assignment agreement to protect the University's legitimate interests in the further research publication.
- (b) Your work will be acknowledged in the further research publication.

- (c) If the University gains any income from the work, We will share any net income with You, by agreement.
- 13.3 Please see Our [Intellectual Property Rights Policy \(opens new window\)](#) for more information.
14. **YOUR ACCESS TO AND USE OF THE UNIVERSITY'S TECHNICAL SYSTEMS INCLUDING WEBSITE, THE VLE, YOUR STUDENT EMAIL ADDRESS AND MICROSOFT OFFICE 365**
- 14.1 While the Contract is in effect, You will be granted access to Your own "@ube.ac.uk" email address and a version of Microsoft Office 365, with the ability to download Office.
- 14.2 You must also comply with any conditions imposed by Microsoft.
- 14.3 You are solely responsible for maintaining the confidentiality and security of Your Microsoft Office 365 account and usage of it including use of any unique login and the use of an Authenticator app.
- 14.4 The provision of Programme Materials via the University's website, the VLE and Microsoft Office 365 is dependent upon internet and third party connections which are out of the control of the University and the University does not warrant that the Website, VLE and associated services will be available continuously. However, the University will use its available resources and reasonable endeavours to keep downtime to a minimum.
- 14.5 To access University technical systems, Programme Materials and other information You must agree to and abide by the IT Acceptable Use Policy and ensure that You have the equipment and capabilities set out on the [Online Learning section of the University's website \(opens new window\)](#).
- 14.6 After the Contract Commencement Date, the University will provide You with a password and user identity for the VLE to access information and Programme Materials. You are responsible for maintaining the confidentiality and security of Your online account and the Programme Materials, including any unique login details for the VLE.
- 14.7 You must only use these tools in an appropriate way, in accordance with the Student Academic and Behavioural Conduct Policy ([opens new window](#)) and the Student IT Acceptable Use Policy. Any breaches of expected use or behaviour in the use of these tools may lead to disciplinary action or access being temporarily or permanently withdrawn.
15. **YOUR RIGHT TO RAISE COMPLAINTS**
- 15.1 You may raise complaints with the University. The [Student Complaints Procedure \(opens new window\)](#) details how to raise a complaint and the procedure that will be followed if You raise a complaint. The [Student Complaints Procedure \(opens new window\)](#) forms part of the Contract.
- 15.2 If, after exhausting the 'University's complaints procedure, You are still not satisfied You should refer Your complaint to the [Office of the Independent Adjudicator \(OIA\) \(opens new window\)](#) or the [Department for Education Complaints Procedure \(opens new window\)](#).
- 15.3 You may also contact the Apprenticeship Service Helpdesk if You have a complaint about Your Apprenticeship. The Apprenticeship Service Helpdesk can be contacted via the contact details on their [website \(opens new window\)](#).
16. **OUR RIGHT TO END THE CONTRACT**
- 16.1 The University may end the Contract at any time if You commit a serious material breach of Your obligations under the Contract and You fail to put that breach right within a reasonable time of Our asking You to do so. If a breach is very serious or cannot be put right We may end the Contract immediately.

- 16.2 Examples of a serious material breach include:
- 16.2.1 You or Your Employer sponsor fail to pay Your Fees as described in Clause 11;
 - 16.2.2 You fail to provide correct evidence of Your qualifications that matches the details of Your qualifications that have been provided on Your application within 4 weeks of the Programme start date;
 - 16.2.3 You provide the University with incorrect information about Your qualifications or any other important information which You provided to Us on Your application;
 - 16.2.4 You fail to meet the following requirements under the [Regulations \(opens new window\)](#) in that You:
 - (a) exhaust all of the permitted attempts at a module and You are not permitted to achieve an Intermediate Exit Award;
 - (b) exceed the maximum period of registration for the Programme or are unable to complete the remaining requirements of the Programme within the maximum registration period;
 - (c) do not engage with Your studies over two consecutive semesters and the Board of Examiners determines that Your Contract should end on the grounds of failure to engage with Your studies;
 - (d) the Fitness to Study Panel determines that Your fitness to study is impaired; and/or
 - (e) commit an act that would, if committed by one of Our employees, constitute a breach of the provisions of the Health and Safety at Work etc Act (1974).
 - 16.2.5 You fail to comply with the terms set out in the Apprenticeship Agreement or the Training Plan;
 - 16.2.6 You are made redundant or Your employment is terminated and all alternative options including those outlined in Clause 11.4 and 11.5 of these Terms and Conditions have been explored; or
 - 16.2.7 You are found guilty of a serious disciplinary offence or academic misconduct offence as outlined in the [Student Academic and Behavioural Conduct Policy \(opens new window\)](#).
- 16.3 Subject to Us complying with the Regulations and Policies and Procedures We may also cancel the Contract at any time with immediate effect by giving You written notice if:
- 16.3.1 We lose Our right for the purposes of relevant legislation or regulatory requirements to provide Your Programme to You; or
 - 16.3.2 a Force Majeure Event prevents Us from providing your Programme for longer than one term or 16 weeks (whichever is shorter).
- 16.4 The University will discuss with You and Your employer before a decision to end the Contract is made. If a decision is made to end the Contract then the University will provide You with a clear written statement which will include the reasons for the decision.
- 16.5 The University reserves the right to revoke any award in accordance with the [Regulation \(opens new window\)](#):
- 16.5.1 in the event of end of Contract following a disciplinary or academic misconduct offence that would have resulted in a decision not to grant an award; or

- 16.5.2 if the evidence shows that You did not meet the requirements for the award, or We discover any other information that would have resulted in a decision not to grant an award if these facts were known at the time the award was granted.
- 16.6 Any decision under this Clause is subject to Your right of appeal under the [Student Appeals Procedure \(opens new window\)](#). However, Our obligations to You under this Contract may be suspended pending the outcome of any such appeal.
- 16.7 If we terminate the Contract in accordance with this Clause 16, and You are paying Your Tuition Fees in accordance with Clause 11.5, You may be charged pro rata Tuition Fees up to the date of termination. Further details are set out in the [Refund and Compensation Policy \(opens new window\)](#). We will invoice You for any outstanding Tuition Fees which will be payable within 14 days of the date of invoice. We will refund any Tuition Fees which You have overpaid (if, for example, You have paid Your Tuition Fees in advance) within 14 days of the date of termination.
- 16.8 If the Contract has been terminated (for any reason), You will no longer be entitled to attend lectures, classes or seminars, use Our facilities or services, submit assessments, take examinations (including Your End-Point Assessment) or proceed to any degree or award of the University.
17. **YOUR RIGHT TO END THE CONTRACT**
- 17.1 You have the right to cancel the Contract at any time and for any reason.
- 17.2 To exercise the right to cancel, You must inform the University of Your decision to cancel the Contract by providing a clear statement. You can do this via [Student Central \(opens new window\)](#) or by sending a letter by post to:
- Student Advice Team
- University of the Built Environment
- Horizons
- 60 Queen's Road
- Reading
- RG1 4BS
- 17.3 If You send Your notification of cancellation by post You are advised to obtain a proof of posting.
- 17.4 Please also note that Your Contract will be deemed cancelled by You if:
- 17.4.1 You leave Your Apprenticeship voluntarily; or
- 17.4.2 if Your Employer transfers Your Apprenticeship to a different training provider.
- 17.5 If Your Contract is cancelled in accordance with this Clause 17, the Tuition Fee liability will be calculated in accordance with the Funding Rules, and/or in accordance with the terms set out in the separate agreement between the University and Your employer, and any Tuition Fee liability will be paid by Your Employer.

18. OUR LIABILITY TO YOU

18.1 Nothing in the Contract shall operate to exclude or limit Our liability to You for:

18.1.1 death or personal injury caused by Our negligence;

18.1.2 fraud or fraudulent misrepresentation; or

18.1.3 any other liability which cannot be excluded or limited under applicable law.

18.2 The University will only be liable for loss or damage that is caused by and is a reasonably foreseeable result of the University breaching the Contract. This means loss or damage that is an obvious consequence of the University's breach of the Contract or loss or damage that was expressly contemplated by You and the University at the time of entering into the Contract.

18.3 The University shall not be liable and expressly excludes liability for:

18.3.1 any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of the University;

18.3.2 financial or other consequential loss where such loss or damage is a result of theft, fire or flood;

18.3.3 any failure or delay, or for the consequences of any failure or delay, in performance of Our obligations under these Terms, if such failure or delay is due to a Force Majeure Event; and

18.3.4 any indirect or consequential losses including but not limited to lost profit or lost anticipated future earnings.

19. YOUR PERSONAL DATA

19.1 In this Clause 19:

19.1.1 personal data has the meaning given in the General Data Protection Regulation (2016/679) Article 4; and

19.1.2 sensitive personal data means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation.

19.2 You are required to confirm or update Your personal details twice a year, when requested by the University.

19.3 The University shall at all times when processing personal data relating to, or provided by, You:

19.3.1 comply with its obligations under the General Data Protection Regulation (2016/679), the Data Protection Act 2018 and any amendment or update to that legislation;

19.3.2 comply with Our [Data Protection Policy \(opens new window\)](#) and the [Privacy Notice for Students \(opens new window\)](#); and

19.3.3 ensure that there are in place appropriate technical and organisational security measures to prevent unauthorised or unlawful processing of personal data and to prevent accidental loss or destruction of, or damage to, personal data.

- 19.4 In accordance with DfE requirements, the University will:
- 19.4.1 share Your personal data, and where relevant Your sensitive personal data with the DfE to enable Your Apprenticeship to be administered and to enable funding to be accessed by the University. Your personal data will be processed by the DfE in accordance with the ILR Privacy Notice (opens new window); and
 - 19.4.2 retain Your personal data in an Evidence Pack which the University is required to prepare and maintain to support the funding claimed. The Evidence Pack will be retained for a minimum of seven years following either the completion of an Apprenticeship or withdrawal from an Apprenticeship.

20. **CONFIDENTIALITY**

- 20.1 The University shall at all times keep confidential any special categories of personal data (as defined in the General Data Protection Regulation (2016/679) Article 9) that it may hold about You which is provided on a confidential basis to the University, such as information regarding disability or wellbeing issues, which enables the University to provide support as part of its obligations to You. The University will only share such special categories of personal data with explicit consent or as required by applicable law or regulations. Notwithstanding the foregoing, in accordance with Our Policies and Procedures, the University may share any information relating to suspected or confirmed disciplinary and academic misconduct offences with Your employer.
- 20.2 You must keep information confidential when it is provided on a confidential basis between You and the University, for example in relation to when a student is undergoing a disciplinary or academic misconduct matter, or when a complaint against a member of staff is being investigated.

21. **FORCE MAJEURE**

- 21.1 The University will take all reasonable steps to deliver Your programme of study and related services with reasonable care and skills and in accordance with the information provided to You.
- 21.2 There may be circumstances beyond the University's reasonable control which restrict and prevent Us from fulfilling some of our obligations. These circumstances ("**Force Majeure Event**") may include, but are not limited to:
- 21.2.1 acts of God;
 - 21.2.2 national emergencies, common commotion, war, act of terrorism (including actual, suspected or threatened act of terrorism), explosion, protests, riots;
 - 21.2.3 the imposition of restrictions and sanctions;
 - 21.2.4 epidemics, pandemics, quarantine, widespread illness and mandatory responses to Governmental advice (whether affecting Our staff and/or students or otherwise);
 - 21.2.5 breakdown of plant or machinery;
 - 21.2.6 actions or the lack of suppliers or subcontractors;
 - 21.2.7 staff illness or because a staff member leaves; or
 - 21.2.8 weather disruption, fire, flood, storm.

- 21.3 Where a Force Majeure Event occurs, the University will:
- 21.3.1 take all reasonable steps to minimise disruption to Your studies and related services;
 - 21.3.2 make reasonable and proportionate changes to delivery where necessary, which may include rescheduling teaching or assessments, providing alternative teaching arrangements, or using different modes of delivery;
 - 21.3.3 ensure that, wherever reasonably possible, you are able to achieve the intended learning outcomes for your programme;
 - 21.3.4 communicate with you in a timely, clear and accessible way about the nature of the disruption, its expected impact, and the steps being taken.
- 21.4 Any changes made under this clause will be reasonable and proportionate in the circumstances and will not go beyond what is necessary to respond to the Force Majeure Event.
- 21.5 If despite the steps taken by the University, there is a material shortfall in the delivery of Your programme or services for a continued period of six weeks or more then the University will consider appropriate remedies these may include Your entitlement to:
- 21.5.1 take a Break in Learning, if You are currently enrolled on Your Programme; or
 - 21.5.2 terminate Your Contract with immediate effect by contacting the Student Advice Team via [Student Central \(opens new window\)](#) in writing or by sending a letter by post to:

Student Advice Team

University of the Built Environment

Horizons

60 Queen's Road

Reading

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- 21.6 Where You terminate Your Contract pursuant to this Clause 21, You may be entitled to compensation pursuant to our [Refund and Compensation Policy \(opens new window\)](#).
- 21.7 You should consider Your options carefully before terminating Your Contract, for example whether You are able to transfer any existing academic credits to an alternative programme at the University or an alternative higher education institution and You may wish to contact the Student Advice Team via [Student Central \(opens new window\)](#) to discuss this.
22. **GENERAL**
- 22.1 The Contract is between You and the University. No other person has any right to enforce any of its terms.
- 22.2 If the University delays in taking any step against You in respect of Your breaking the Contract, that will not mean that You do not have to act as the Contract requires, and it will not prevent Us taking steps against You at a later date.

- 22.3 If any of the terms of the Contract are found by a court or any other relevant authority to be unlawful or unenforceable, the remaining terms of the Contract will remain in full force and effect. Each of the terms of the Contract operates separately.
- 22.4 The Contract is governed by English law and You or the University can bring legal proceedings in respect of the Contract in the English courts only.