

# TERMS AND CONDITIONS OF ENROLMENT AT OXFORD BROOKES UNIVERSITY

Effective for all apprentices whose programme of study is delivered as part of an apprenticeship standard by an Associate College Partner as the main provider and who have enrolled at Oxford Brookes University on or after 1 September 2018.

**If you require these terms and conditions or any of the documents referred to herein in a different format for your ease of reference, please contact [admissions@brookes.ac.uk](mailto:admissions@brookes.ac.uk)**

These terms and conditions, together with the University Regulations, the applicable Programme Specification and the applicable Programme Handbook, set out the terms that apply between Oxford Brookes University (“**the University**” or “**we**” or “**our**”) and any apprentice (“**you**” or “**your**”) whom the University enrolls on a programme of study leading to a University award or credit that is delivered as part of an apprenticeship standard by one of our Associate College Partners as the main provider (the “**Programme**”).

You acknowledge that your place on the Programme is **subject always** to you retaining the status of an apprentice in accordance with the rules for apprenticeships as governed by the Apprenticeships, Skills, Children & Learning Act 2009 as amended and under rules administered by the Education & Skills Funding Agency (the “**ESFA**”).

These terms and conditions will apply from the day you enrol onto the Programme and will continue to apply for as long as you remain enrolled onto the Programme unless terminated earlier as permitted below.

**University Regulations:** The University Regulations form a comprehensive framework for learning, teaching and assessment, and other aspects of the student experience, setting out the regulations, policies and procedures that students of the University must abide by. The Regulations are divided into a number of sections for ease of reference. The core and general regulations (Sections A and D) apply to all programmes of study, while other sets of specific regulations (Section B) apply to programmes leading to particular types of awards. Section C contains policies and regulations relating to student conduct, and the procedures to be followed in the event of a complaint. Section E contains a range of policies and codes of practice, relating to the Regulations contained in Sections A-D and to other aspects of the student experience.

Whilst enrolled at the University, you are required to abide by, and to submit to, the procedures of the University’s rules and University Regulations. The University Regulations are freely available on the internet and can be found here: [www.brookes.ac.uk/regulations](http://www.brookes.ac.uk/regulations)

**Programme Specification:** The Programme Specification sets out an overview of the Programme as approved by the University and can be found here:

[www.brookes.ac.uk/asa/apqo/programme-specifications](http://www.brookes.ac.uk/asa/apqo/programme-specifications)

**Programme Handbooks:** Your Programme handbook will be provided to you after enrolment. This will include, amongst other information, full details of your module content, programme structure, professional body accreditation (if any), and learning, teaching and assessment methods.

**The most up-to-date information for your Programme will be found prior to your enrolment on the University’s web pages [www.brookes.ac.uk](http://www.brookes.ac.uk) and once you have enrolled on your student self-service portal.**

**In addition, as an apprentice, the University requires you to comply with your obligations under your apprenticeship commitment statement and under the apprenticeship rules set down by the ESFA.**

**Changes to the Programme:** The University’s prospectus and other promotional material for each academic year are published approximately 18 months in advance and it is possible to apply to the Programme quite some months prior to enrolment and to defer enrolment for further periods of time.

Therefore, there will be rare occasions that the University needs to make changes to your published Programme either before or after your enrolment. Examples of such changes are:

- where key staff have left the University or are otherwise not available
- following recommendations made by the University’s annual review and periodic review processes, including responding to student and professional body feedback
- following an event of force majeure (see below).

In the event that we have to make a material change to your Programme, we will notify you of the change as soon as possible and work with you to understand and mitigate the effect of this on your position.

**Employment:** You must remain employed for the duration of your apprenticeship in a job role which will allow you to meet the requirements of the applicable apprenticeship standard. You must inform the main provider of your apprenticeship about changes to your employment including changes to your working hours, job role, location or supervision

arrangements. You must inform the main provider if your employment is terminated, you are made redundant or you move to a different employer. Changes in your employment status, employer, working hours or job role may lead to:

- a revision of arrangements set out in the commitment statement for programme delivery; or
- a break in learning whilst any short or medium term employment issues are resolved; or
- an offer to transfer to an alternative programme of study at the main provider; or
- withdrawal from your Programme.

**Enrolment:** You will not be considered a student until you have fully completed our enrolment processes. Details of how to complete this will be emailed to you with your joining instructions. You are required to re-enrol for each academic year of your Programme. If you are transferring academic credit from another institution, you will be advised of the details of your academic programme including any additional modules that you need to take.

**Fees:** As an apprentice, your tuition fees and any other fees relating to your Programme will be payable as indicated in your apprenticeship commitment statement. The University will withdraw you from your Programme where this funding fails. In addition, there may be additional costs, examples of which are set out here: [www.brookes.ac.uk/studying-at-brookes/finance/additional-costs](http://www.brookes.ac.uk/studying-at-brookes/finance/additional-costs)

Please note that you will be liable for any costs that you personally incur as an enrolled student.

If you are transferring academic credit from another institution, you will be advised of any additional modules that you need to take and this will be detailed in your commitment statement.

**Equality Act 2010:** If you have a disability or a long term health condition, we encourage you to disclose the relevant information as early as possible to enable us to discuss support arrangements with you. Information about the help we can offer can be found here: [www.brookes.ac.uk/students/wellbeing](http://www.brookes.ac.uk/students/wellbeing)

**Complaints:** The University has a student complaint procedure that is accessible to all students of the University. Full details of the procedure can be found in Section C2 of the University Regulations available here: [www.brookes.ac.uk/regulations](http://www.brookes.ac.uk/regulations)

**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 the OIA. Full details of how the OIA works can be found here: [www.oiahe.org.uk](http://www.oiahe.org.uk) Once the OIA is considering your complaint, you may not commence any legal proceedings in the civil courts on the same matter.

**Education and Skills Funding Agency (ESFA):** As an apprentice, you may also be able to make a complaint to the ESFA about how your complaint was handled. Further information can be found here: [www.gov.uk/complainfurthereducationapprenticeship](http://www.gov.uk/complainfurthereducationapprenticeship)

**Data Protection Act 2018 (“the Act”):** It is necessary for the University to collect personal data about you to administer your time here as an enrolled student. All personal data will be stored securely, only accessible to those with the right and need to access it and processed

in accordance with the Act. For further details on how the University uses your personal data, including mandatory processing, please see [www.brookes.ac.uk/student-privacy-notice](http://www.brookes.ac.uk/student-privacy-notice) We also have a specific privacy notice for apprentices, which is available under privacy notice on this webpage: [www.brookes.ac.uk/studying-at-brookes/courses/apprenticeships/](http://www.brookes.ac.uk/studying-at-brookes/courses/apprenticeships/) In addition, as you engage with the University, you may be directed to more specific privacy notices relevant to that interaction.

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

**Recording of Academic Contact Sessions:** Your attention is drawn to University Regulation E19 available here: [www.brookes.ac.uk/regulations](http://www.brookes.ac.uk/regulations) You are reminded that all intellectual property rights in your recording belong to the University and, in consideration for being permitted to record academic contact sessions in accordance with the policy, you agree to comply with the requirements of that policy.

**Confidentiality:** You must not disclose to a third party any confidential information belonging to the University or that is provided to you by the University if you are told at the time of disclosure that it is confidential or it is disclosed in a manner where it was obviously intended to be confidential. For the avoidance of doubt, this includes witness statements and other documentation exchanged during a complaints process.

**Debts:** We may, at our discretion, withhold exam results and/or transcripts from, withhold the conferment of academic awards to, terminate the enrolment of or refuse to enrol or re-enrol persons who owe academic-related monies to us in accordance with our Debt Policy, which is available at Section D2.1 of the University Regulations: [www.brookes.ac.uk/regulations/current/general](http://www.brookes.ac.uk/regulations/current/general)

**UK Visas & Immigration:** The University may, at its discretion, withdraw facilities from or refuse to enrol you if you do not have or are unable to provide evidence of appropriate immigration clearance from the UKVI.

**Halls of Residence:** Please note that apprentices are not eligible to apply to live in University halls of residence.

**Termination:** These terms and conditions will cease to apply if you withdraw or are withdrawn from the University. Please note that if you withdraw from your Programme, it may have an impact on other agreements connected to your apprenticeship such as your apprenticeship agreement and your contract of employment.

We may withdraw you from your Programme in the following circumstances:

- (a) if, before enrolling on your Programme, there is a change in your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on your Programme; and/or
- (b) if, for any reason, you are unable to satisfy any mandatory entry requirement of your Programme; and/or
- (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 Programme; and/or
- (d) if, in our reasonable opinion, any qualification or status has been obtained by fraud; and/or

- (e) 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 Programme or at our premises; and/or
- (f) if, in our reasonable opinion, under the Equality Act 2010 there is no reasonable adjustment that we can make to adequately support you on your Programme; and/or
- (g) if you cease to be an apprentice under the rules for apprentices as governed by the Apprenticeships, Skills, Children & Learning Act 2009 as amended by the ESFA; and/or
- (h) if funding for your Programme fails; and/or
- (i) if you are convicted of an indictable offence in the UK or an equivalent offence of any other country; and/or
- (j) 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 Programme; and/or
- (k) If you cease to meet the UK's immigration rules and you are no longer entitled to work in the UK and be an apprentice; and/or
- (l) if you breach any of the terms set out in these terms and conditions of enrolment; and/or
- (m) if we withdraw you from your Programme for any reason as permitted by the University Regulations.

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.

**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.

**Limitation of Liability:** Save as aforesaid for death or personal injury, our liability to you for all other loss or damage suffered by you shall be limited to 150% of the maximum value agreed by the ESFA as a value per apprentice of the apprenticeship at the level for your Programme whether your claim is brought under these terms and conditions or otherwise.

**Force Majeure:** We will not be liable to you for events outside our control which we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control include, without limitation, industrial action, over or under demand from students, staff illness, significant changes to our funding or to Government direction to higher education, severe weather, fire, terrorism, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness. In such circumstances, we reserve the right to change or cancel parts, or all, of your Programme.

**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.

**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.

**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.

**Order of Precedence:** These terms and conditions, the University Regulations, the Programme Specification and the Programme Handbook are intended to be mutually explanatory but in the event of a discrepancy then the order of precedence shall be as follows: (1) these terms and conditions; (2) the University Regulations; (3) the Programme Specification; and (4) the Programme Handbook.

Between the University and its students, these terms and conditions and the documents referred to herein override any other communication, document or representation made by us, either in writing or orally. These terms and conditions, the University Regulations, the applicable Programme Handbook and Programme Specification and any other documents referred to herein are the entire understanding between you and us about your Programme and replace any other undertakings or representations.

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.

All references to statutory legislation includes any amendments or successor to that legislation.

**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.

**Law and Jurisdiction:** These terms and conditions shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the English courts.