

Terms and Conditions upon Acceptance of an Offer: Apprentice Students

Academic year: 2027-28

1. Definitions

“Apprenticeship Programme” means the comprehensive skills development programme combining the paid employment, embedded programme and mandatory practical off-the-job training designed to achieve occupational competence against the relevant approved apprenticeship standard.

“Apprenticeship Agreement” means the legally binding contract between you and your employer which outlines the terms and conditions of the Apprenticeship Programme, the role of the Apprentice Student, the training they will receive and the employer’s expectations.

“Apprenticeship Mentor” (referred to as a **“Clinical Educator”** for healthcare apprentices or a **“Workplace Coach”** for all other apprentices) means a designated member of University staff responsible for guiding and supporting you throughout your Apprenticeship Programme, including monitoring your academic progress, providing pastoral support and helping you to integrate your learning with your workplace training.

“Break in Learning” means a break in the Apprenticeship Programme, 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 Programme but you have informed your employer in advance of your intention to resume it at a later date.

“we/us/our/the University” means the University of Sheffield.

“you/your/Apprentice Student” means you, the Apprentice Student or applicant who is registered on or applying for an Apprenticeship Programme at the University of Sheffield.

“Contract” means the agreement between you and us in relation to your attendance on an Apprenticeship Programme. This includes:

- these terms and conditions;
- the Offer;
- the Programme Information;
- the documents, regulations and policies referred to in these terms and conditions and the Offer together and listed on the University’s website at www.sheffield.ac.uk/study/policies;
- the rules and regulations which apply to your attendance at the University and on your Apprenticeship Programme, which can be found at: www.sheffield.ac.uk/calendar;
- the Apprenticeship Agreement; and
- the Training Plan.

“Programme Information” means, subject to these terms and conditions, the description of the Apprenticeship Programme set out on our website (www.sheffield.ac.uk/apprenticeships) as at the date you accept your Offer.

“Apprenticeship Assessment” means an assessment or series of assessments, as set out in the assessment plan for your Apprenticeship Programme, carried out at any stage of the Apprenticeship Programme to determine that you have reached the necessary level of competence to be awarded an Apprenticeship certificate.

“Force Majeure Event” has the meaning set out in paragraph 16.1.

“Funding Rules” means the Apprenticeship Funding Rules for employers and training providers, as revised and as of the date of these terms and conditions, available at: www.gov.uk/guidance/apprenticeship-funding-rules, as they apply to each Apprentice Student in accordance with their provisions.

“Offer” means the offer by us to you of a place on an Apprenticeship Programme, subject to the terms and conditions set out in the Contract.

“Training Plan” means a document outlining the structured learning and development journey for you, your employer and the University’s commitments, your responsibilities, and schedules for training and assessment.

1. Introduction

- 1.1 The Contract represents an agreement between you and us. By accepting the Offer, you accept the terms of the Contract (including these terms and conditions). If you have any questions about these terms and conditions or the Offer, you should contact us by email at admissions@sheffield.ac.uk before accepting the Offer.
- 1.2 In addition to these terms and conditions, there are other rules and regulations which apply to your attendance at the University and on your Apprenticeship Programme. Details of these rules and regulations can be found at: www.sheffield.ac.uk/calendar. Please take the time to read these carefully as you will need to comply with these rules and regulations during your studies at the University.
- 1.3 The University’s formal Student Admissions Policy can be found at: www.sheffield.ac.uk/study/policies/admissions, and your application will be assessed in accordance with this policy.
- 1.4 Some Apprenticeship Programmes may require you to agree to the terms and conditions of professional bodies or third-party providers. Details of these requirements are set out in the Programme Information on the University’s website. By agreeing to these terms and conditions, you also agree to abide by any relevant professional bodies’ terms and conditions.

2. Offers

- 2.1 Offers will normally be made by email/letter.

- 2.2 The Offer we make to you will be subject to you satisfying the terms set out in these terms and conditions and/or the Offer and all necessary legal and other requirements, including those set out in clauses 5 and 6 and the eligibility criteria specified in the Funding Rules, in order to secure your place on the Apprenticeship Programme.
- 2.3 The Offer will be Conditional or Unconditional. This will be set out in the Offer. If the Offer is Conditional, it will set out the conditions which you will need to fulfil in order to be admitted to the Apprenticeship Programme.

3. Meeting the conditions of an Offer

- 3.1 If you have not fulfilled the conditions of the Offer prior to the start date of your Apprenticeship Programme, we reserve the right to withdraw the Offer. If your Apprenticeship Programme has an earlier deadline, details of this will be set out in the Offer.

4. Changes to the conditions of an Offer

- 4.1 The University reserves the right to vary the conditions of an Offer due to circumstances beyond the reasonable control of the University. Such circumstances may include changes arising from regulatory or funding requirements including amendments to the Funding Rules, changes to national occupational standards set by Skills England, or changes to legal requirements regarding employment status or English and mathematics qualifications.
- 4.2 Where the University is forced to vary the conditions of an Offer pursuant to this clause 4, the University will inform all affected Offer-holders as soon as possible.
- 4.3 If the University changes the conditions of your Offer in accordance with this clause 4 and you are not satisfied with the changes, you will be offered the opportunity to decline your Offer.

5. Accuracy of application information

- 5.1 It is your responsibility to ensure that all of the information you provide to us is true and accurate.
- 5.2 We may withdraw or amend any Offer or cancel the Contract (thus terminating your registration at the University) if we discover that your application contains incorrect or fraudulent information, or omits significant information.

6. Conditions of admission and registration

- 6.1 Your admission to the University and your right to study on your Apprenticeship Programme are subject to you complying with the terms of the Contract and our registration procedures and to you observing our Charter, Statutes, Ordinances and Regulations. These documents are available for you to review at: www.sheffield.ac.uk/calendar. If you do not act in accordance with the terms of the Contract we may take disciplinary action against you, and one of the possible outcomes of

such an action is that your Contract with us may be terminated in accordance with the provisions of clause 18.

- 6.2 We require satisfactory evidence of your qualifications, including English language and mathematics qualifications. Qualifications will be verified with the respective institution or awarding body before registration, and we reserve the right to use an approved third party to administer these processes.
- 6.3 Upon acceptance of the Offer, you must disclose to the University any relevant criminal convictions. An Offer may be withdrawn, or registration revoked, in the case of an unacceptable disclosure, or the failure to disclose a relevant criminal conviction, in accordance with the provisions of clause 18. More information is available at:
www.sheffield.ac.uk/study/policies/convictions
- 6.4 Where admission to the Apprenticeship Programme is dependent on an enhanced DBS disclosure of convictions, any registration shall be regarded as provisional until a disclosure acceptable to the Head of School has been obtained. Any registration may be revoked in the case of an unacceptable disclosure, in accordance with the provisions of clause 18. More information is available at:
www.sheffield.ac.uk/study/policies/dbs
- 6.5 All Apprentice Students are required to be fit to study, as defined in Regulation XIII: General University Regulations, Regulation 26 (www.sheffield.ac.uk/calendar). If you are deemed unfit to study, we may require you to defer your admission or suspend your registration, or we may withdraw your Offer or terminate your Contract in accordance with the provisions of clause 18. More information is available at: www.sheffield.ac.uk/study/policies/fitness-study
- 6.6 Where admission to the Apprenticeship Programme is dependent on a satisfactory health check, any registration shall be regarded as provisional until a health check acceptable to the Head of School has been completed. Any registration may be revoked in the case of an unsatisfactory health check, in accordance with the provisions of clause 18.
- 6.7 An Offer will be dependent on you meeting the eligibility criteria specified in the Funding Rules and your ongoing Apprenticeship Agreement with your employer. If you do not meet the eligibility criteria of the Funding Rules, or your Apprenticeship Agreement is terminated, we may withdraw your Offer or terminate your Contract in accordance with the provisions of clause 18.
- 6.8 Your specific Apprenticeship Programme start date will be stated in your Offer. You are required to fully complete your online pre-registration and University enrolment tasks in advance of this date. If you do not complete such tasks prior to your Apprenticeship Programme start date, your Offer will be withdrawn.
- 6.9 When you register on your Apprenticeship Programme you will be required to sign up to the University's Registration Declaration. In this Declaration, you will be asked to:
- (a) agree to accept and observe the Charter, Statutes and Regulations of the University (including Regulation XIV governing Apprenticeship Programmes);
 - (b) agree to statements regarding the protection of your data; and
 - (c) confirm that you have read and understood the essential reading information provided to you as part of your pre-registration.

The current version of the Registration Declaration can be found at: www.sheffield.ac.uk/registration/declaration. Please be aware that this Declaration is updated occasionally and you will need to read it carefully when you register. You will be asked to agree to the Registration Declaration each year that you register. The essential reading is provided at: www.sheffield.ac.uk/registration/essential-reading

6.10 The Contract will end if:

- 6.10.1 you fail to complete your studies within the maximum period of registration for your Apprenticeship Programme, as set out in the University's regulations and policies;
- 6.10.2 you exhaust the permitted number of attempts at the Apprenticeship Assessment (normally three attempts);
- 6.10.3 you complete your Apprenticeship Programme (the typical duration of your Apprenticeship Programme can be found in Programme Information and your Training Plan);
- 6.10.4 the University exercises its right to cancel the Contract early if you breach it (see clause 18); or
- 6.10.5 you exercise your right to cancel the Contract (see clause 19).

7. Our core obligations to you

- 7.1 We will use all reasonable efforts to deliver your Apprenticeship Programme in line with the Contract.
- 7.2 The University will provide you with the teaching, assessment and other educational services as set out in the Programme Information and Training Plan, and in compliance with the provisions in the University's regulations and policies. Your Programme Information includes award details, programme aims and structure, programme learning outcomes and accreditation details.
- 7.3 The University shall comply with its obligations as set out in the Training Plan.
- 7.4 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 Apprenticeship Programme, including the Apprenticeship Assessment, provided that your tuition fees have been paid by your employer.
- 7.5 We will allocate you a dedicated point of contact, which may include an Apprenticeship Mentor who will be available to support you throughout your Apprenticeship Programme.

8. Apprentice obligations and attendance

- 8.1 You agree to:
 - 8.1.1 comply with these terms and conditions;

- 8.1.2 comply with the University's academic regulations and policies and procedures;
- 8.1.3 comply with the rules and regulations which apply to your attendance at the University and on your Apprenticeship Programme, which can be found at:
www.sheffield.ac.uk/calendar;
- 8.1.4 fulfil the academic requirements of your Apprenticeship Programme, including but not limited to engagement on the virtual learning environment, submission of coursework and other assignments, attendance at examinations (including your Apprenticeship Assessment), and attendance at lectures, seminars, online live classes and any such other teaching forums provided by us;
- 8.1.5 fulfil the requirements of your Apprenticeship Programme including but not limited to:
 - (a) undertaking any mandatory on- and off-the-job learning and maintaining an accurate and up-to-date diary (to be submitted timely on a monthly basis throughout the practical period) in accordance with the Training Plan and as directed by the University;
 - (b) preparing for and proactively participating in progress reviews. You must attend a minimum of four progress reviews each year throughout the duration of your Apprenticeship Programme; and
 - (c) undertaking the Apprenticeship Assessment in accordance with the assessment plan for your Apprenticeship Programme;
- 8.1.6 comply with your commitments and obligations under your Training Plan;
- 8.1.7 notify the University of any changes to your employment status, working hours or personal circumstances that may affect your participation in your Apprenticeship Programme; and
- 8.1.8 notify the University and your employer if you are unable to attend classes or cannot continue to engage with your Apprenticeship Programme.
- 8.2 The University will capture and process attendance data in order to provide support to Apprentice Students, to track engagement with studies and to meet legal and regulatory requirements, in line with the provisions of Regulation XIII: General University Regulations (www.sheffield.ac.uk/calendar). Information about how and why the University monitors attendance, what Apprentice Students should do if they are absent and what happens if they stop attending is provided at: www.sheffield.ac.uk/study/policies/attendance-monitoring
- 8.3 Apprentice Students are required to engage with the University's attendance and engagement policies, including responding to attendance interventions, providing sufficient evidence of mitigating circumstances and/or satisfactorily accounting for absence. Apprentice Students who do not do so may have their registration at the University terminated in accordance with the provisions of clause 18.
- 8.4 Your Apprenticeship Programme will include a mixture of face-to-face delivery on campus in Sheffield and online delivery, except where indicated otherwise in the Programme Information (for example the Speech and Language Therapist Apprenticeship, which is delivered solely through synchronous online teaching). In addition, on- and off-the-job learning, assessment and progress

reviews may take place on your employer's premises. If we have to change the method of delivery of your Apprenticeship Programme during an academic year, this may constitute a change to your Apprenticeship Programme. Please see clauses 14 and 15 for further details.

9. Break in Learning

If you wish to take a Break in Learning, 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 see:

www.sheffield.ac.uk/study/policies/leave-absence

10. Fees

- 10.1 You will not be required to pay any tuition fees to the University while registered on your Apprenticeship Programme. This is because your employer and the University will enter into a separate agreement where your tuition fees are paid by:
 - 10.1.1 your employer through the apprenticeship levy;
 - 10.1.2 government co-investment; or
 - 10.1.3 your employer directly.
- 10.2 Any additional costs in relation to your Apprenticeship Programme will be covered by your employer.
- 10.3 When you register for your Apprenticeship Programme, you may be asked to:
 - 10.3.1 confirm that your employer will be paying your tuition fees; and
 - 10.3.2 provide acceptable evidence that your employer has agreed to pay your tuition fees.
- 10.4 If your Apprenticeship Agreement with your employer is terminated due to redundancy, and on the date of dismissal you are within six (6) months of the planned end date of your Apprenticeship Programme practical period, or you have completed at least 75% of the Apprenticeship Programme 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 (6) months before your planned Apprenticeship Programme end date and you have not completed at least 75% of the Apprenticeship Programme practical period, the government will fund your tuition fees for up to twelve (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 twelve (12) weeks, you will be withdrawn from your Apprenticeship Programme.
- 10.5 If your Apprenticeship Agreement with your employer is terminated, you are made redundant with more than six (6) months of your Apprenticeship Programme remaining, or you have completed less than 75% of the Apprenticeship Programme practical period, and a new employer cannot be found within twelve (12) weeks, the University will discuss with you your options for continued study. You may have the option to continue your academic studies underlying your Apprenticeship

Programme on a self-funded basis, outside of the apprenticeship arrangement. If you choose this option, you will become liable for your tuition fees for any elements of the Apprenticeship Programme not yet started, and be responsible for paying your tuition fees in accordance with the University's Outstanding Fees Policy: www.sheffield.ac.uk/new-students/tuition-fees/outstanding-fees-policy

10.6 In circumstances where your employer is required to pay your tuition fees directly to the University and has not done so within the payment terms outlined in the invoice, we may:

10.6.1 prevent you from registering for any further modules with the University;

10.6.2 withdraw your virtual learning environment access.

11. Intellectual property

If you are an Apprentice Student undertaking an Apprenticeship Programme, the employer will own the intellectual property rights you create during your programme, except in certain circumstances which are set out in detail within our regulations relating to Apprentice Student intellectual property (located at: www.sheffield.ac.uk/calendar).

12. Data protection

The University's policies and guidance relating to data protection are located at: www.sheffield.ac.uk/govern/data-protection/policies. We will process your personal data in accordance with our Privacy Notices relating to prospective, current and former student data, located at: www.sheffield.ac.uk/govern/data-protection/privacy.

13. Changes to academic regulations, policies and procedures

13.1 During your Apprenticeship Programme, we may update and replace our academic regulations and policies and procedures from time to time to ensure that we operate efficiently for students and Apprentice Students and meet relevant legal and regulatory obligations, and/or where changes are in the interests of students and Apprentice Students. Changes to academic regulations, policies and procedures and codes will be appropriately notified to you via email or the University website. Such changes will not affect the content of your Apprenticeship Programme (see clause 14 for provisions concerning changes to Apprenticeship Programmes).

13.2 Any changes made under this clause 13 will normally come into effect at the start of the next academic year. We will take all reasonable steps to minimise disruption to you wherever reasonably possible.

13.3 The updated academic regulations and policies and procedures will be made available on our website and may be publicised by other means so that you are made aware of any changes.

14. Changes to Apprenticeship Programmes or closure of Apprenticeship Programmes

14.1 Changes to Apprenticeship Programmes

- 14.1.1 The University will use all reasonable endeavours to deliver your Apprenticeship Programme in accordance with the description in the Programme Information for the academic year in which you begin the programme.
- 14.1.2 Due to the time period between the publication of the Programme Information and associated marketing materials and the start of the Apprenticeship Programme, circumstances may arise where we are required to make changes to the programme after you have accepted your offer. The circumstances where changes may be made or required are:
- (a) where changes are in Apprentice Students' overall interests, for example because of developments in teaching practice or technology, because of new assessment methods, or where a campus redevelopment or restructuring of the University mean that teaching locations change;
 - (b) 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 changes to the Funding Rules or other laws/regulations;
 - (c) where a key member of staff is no longer available (for example through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;
 - (d) where we decide for academic or operational reasons to revise the compulsory or optional modules that are available on your Apprenticeship Programme; and/or
 - (e) due to a Force Majeure Event, as set out in paragraph 16.1, it may sometimes be necessary to vary the content of the Apprenticeship Programme or educational services provided to you.
- 14.1.3 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 otherwise become unavailable to teach they will be replaced by either existing staff or new staff appointed by the University.

14.2 Closure of Apprenticeship Programmes

- 14.2.1 Once you have accepted your Offer, while we will use all reasonable efforts to deliver your Apprenticeship Programme in accordance with the Contract, circumstances may arise where we are required to close the programme. The circumstances where Apprenticeship Programme closure may be required are:
- (a) where a key member of staff is no longer available (for example 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

- University staff or by other resources (for example temporary staff) that the University would normally engage in such circumstances;
- (b) the government requires changes to be made which we cannot reasonably accommodate;
 - (c) where a Force Majeure Event, campus redevelopment or restructuring of the University means that a teaching location becomes unavailable and as a result we can no longer deliver the Apprenticeship Programme or educational services as expected; or
 - (d) where there are an insufficient number of Apprentice Students registered on the Apprenticeship Programme meaning that the continued running of the programme is educationally unfeasible, financially unviable and/or would lead to an unacceptable student experience.

14.2.2 If we close an Apprenticeship Programme prior to your registration, we will endeavour to provide you with at least one (1) month's notice in writing and seek to offer you a suitable alternative programme for which you are qualified. If no such programme can be offered or you are not content to transfer to the alternative programme we suggest, we will support you in finding a programme at an alternative higher education institution.

14.2.3 Any compensation application in relation to an Apprenticeship Programme closure would be considered in accordance with our Compensation Policy (www.sheffield.ac.uk/study/policies/compensation) and Student Protection Plan (www.sheffield.ac.uk/study/policies/student-protection-plan).

15. Consequences of changes to Apprenticeship Programmes or closure of Apprenticeship Programmes

15.1 Changes to Apprenticeship Programmes before registration

If we have to change your Apprenticeship Programme, we will use reasonable efforts to ensure that changes are kept to a minimum. If substantial changes are required to be made to your Apprenticeship Programme (as against the commitments made in your Offer) before you register 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 terminate the Contract and/or withdraw your application for the programme. Alternatively, you may transfer to another programme (if any) as may be offered by us for which you are qualified.

15.2 Changes to Apprenticeship Programmes or closure of Apprenticeship Programmes after registration

15.2.1 Where changes to or closure of Apprenticeship Programmes are proposed or have to be made for the reasons outlined in clause 14, the University will take all reasonable steps to minimise disruption to Apprentice Students. Where your Apprenticeship Programme is closed and the University is unable to complete delivery of your Apprenticeship Programme, the University will, with your consent, use reasonable efforts to support your transfer to an alternative programme (i) at the University for which you are qualified or (ii) at an alternative higher education provider.

- 15.2.2 In the case of minor changes as reasonably determined by us (for example changes to the optional modules available, 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 University's website.
- 15.2.3 In the case of substantial changes as reasonably determined, before implementing any such change we will, where possible and appropriate to do so, consult with Apprentice Students to seek their views on the proposals and explore any potential alternatives or steps to minimise the impact. Changes to the availability of optional modules or changes which are to Apprentice Students' benefit will not normally be considered substantial.
- 15.2.4 If substantial changes are made to your Apprenticeship Programme (as described in your Offer and/or the Programme Information) after you have registered and as a result you no longer wish to continue on your Apprenticeship Programme, you must notify us of this in writing. We may offer you a suitable alternative programme for which you are qualified.
- 15.2.5 If you are unhappy with the alternative programme or if we are unable to offer you a suitable alternative programme, you may withdraw from your Apprenticeship Programme. You will not incur fees for the next or subsequent academic years and your Contract with the University will terminate. Depending on the circumstances you may be entitled to compensation pursuant to our Compensation Policy (www.sheffield.ac.uk/study/policies/compensation).
- 15.2.6 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 Apprenticeship Programme with them, in which case the University will provide you with reasonable support to assist you in transferring to the alternative institution. You may also want to consider matters such as accommodation and travel costs.

16. Disruption to your Apprenticeship Programme outside of our control

- 16.1 The University will do all that it reasonably can to provide your Apprenticeship Programme as described in the Programme Information. Sometimes, circumstances beyond the reasonable control of the University (a **"Force Majeure Event"**) mean that we are not able to provide your Apprenticeship Programme. Examples of such circumstances include:
- (a) industrial action which is not within the capacity of the University to resolve, excluding industrial action undertaken by University staff;
 - (b) fire;
 - (c) severe weather;
 - (d) natural disaster;
 - (e) epidemic or pandemic disease;
 - (f) cyber attack;
 - (g) damage to buildings or equipment;
 - (h) failure of public utilities or transport systems/networks (including, for example, power failure);
 - (i) terrorist attack or threat of terrorist attack;

- (j) invasion, war (whether declared or not), riot or civil commotion;
- (k) the acts of any governmental or local authority;
- (l) where the numbers recruited to an Apprenticeship Programme are so low that it is not possible to deliver an appropriate quality of education for Apprentice Students registered on it; or
- (m) changes required by accrediting/regulatory bodies.

- 16.2 We would normally expect such Force Majeure Events to be short term and we will contact you to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your Apprenticeship Programme and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.
- 16.3 If a Force Majeure Event results in the complete inability to deliver your Apprenticeship Programme you will be entitled to:
- 16.3.1 defer your Apprenticeship Programme, if you have not yet registered on your Apprenticeship Programme;
 - 16.3.2 take a Break in Learning if you are currently registered on your Apprenticeship Programme; or
 - 16.3.3 terminate your Contract with immediate effect in accordance with clause 19.
- 16.4 Should you terminate your Contract pursuant to paragraph 16.3, and you are paying your tuition fees in accordance with paragraph 10.5, you will not incur fees for the next or subsequent academic years, and depending on the circumstances you may be entitled to a full or partial refund of the tuition fees you have paid for your study up to the point at which your Contract terminates. We will act reasonably in determining whether a full or partial refund is due, with reference to our Tuition Fee Refund Policy (www.sheffield.ac.uk/study/policies/tuition-fee-refund-policy) and Compensation Policy (www.sheffield.ac.uk/study/policies/compensation).

17. Liability

- 17.1 Nothing in this Contract limits or excludes our liability:
- 17.1.1 for death or personal injury arising as a result of our negligence;
 - 17.1.2 for fraud or fraudulent misrepresentation; or
 - 17.1.3 in respect of any other liabilities which may not be lawfully excluded or restricted.
- 17.2 We are not liable for:
- 17.2.1 damage to, theft of and/or loss of your personal property (including but not limited to personal possessions including your own IT equipment, bicycles or other vehicles) unless caused by our negligence;

- 17.2.2 financial or other consequential loss where such loss or damage is a result of theft, fire, flood or computer virus;
- 17.2.3 any harm to you, which was not foreseeable and we could not have expected when we entered into this Contract, including loss of opportunity or savings;
- 17.2.4 any injury to an Apprentice Student, financial or other loss or damage resulting from such injury, or damage to property, caused by any person who is not an employee or authorised agent of the University; or
- 17.2.5 any failure or delay, or the consequences of any failure or delay, in the performance of our obligations under these terms and conditions, if such failure or delay is due to a Force Majeure Event, provided the University has complied with its obligations under clause 16.

18. The University's cancellation rights

- 18.1 Subject to us complying with our regulations, policies and procedures we may cancel the Contract, or suspend you from participation on your Apprenticeship Programme, at any time with immediate effect by giving you written notice, if:
 - 18.1.1 You fail to provide within four (4) weeks of the Apprenticeship Programme start date correct evidence of your qualifications that matches the details of your qualifications provided in your application, or we discover that you have falsified your qualifications, that your application contains material inaccuracies or fraudulent information or that significant information has been omitted from your application;
 - 18.1.2 your employer does not pay your tuition fees or additional costs as described in clause 10;
 - 18.1.3 you fail to comply with the terms set out in the Apprenticeship Agreement and/or the Training Plan;
 - 18.1.4 you are made redundant or your employment is terminated and all alternative options, including those outlined in paragraphs 10.4 and 10.5, have been explored;
 - 18.1.5 you fail to notify us and your employer if you are unable to attend classes or cannot continue to engage with your Apprenticeship Programme;
 - 18.1.6 you do not attend a minimum of four progress reviews each year throughout your Apprenticeship Programme in accordance with paragraph 8.1.5;
 - 18.1.7 you are found guilty at a disciplinary hearing of a serious breach of the academic regulations and/or our policies and procedures;
 - 18.1.8 you break the Contract in any material way and, where that situation is capable of being corrected, you do not correct it within fourteen (14) days of us asking you to do so; or
 - 18.1.9 you are deemed unfit to study in accordance with paragraph 6.5.

- 18.2 We 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 we will provide you with a clear written statement which will include the reasons for the decision.
- 18.3 If we cancel the Contract in accordance with paragraph 18.1 and you are paying your tuition fees in accordance with paragraph 10.5, you may be charged pro rata tuition fees up to the date of termination. We will charge you for any outstanding tuition fees, which will be payable within fourteen (14) days of the date of the charge. We will refund any tuition fees which you have overpaid (if, for example, you have paid your tuition fees in advance) within thirty (30) days of the date of termination.
- 18.4 If we cancel the Contract in accordance with paragraph 18.1.9 and you are paying your tuition fees in accordance with paragraph 10.5, you may be eligible to apply for a refund of your tuition fees or compensation. Please see the Tuition Fee Refund Policy (www.sheffield.ac.uk/study/policies/tuition-fee-refund-policy) and Compensation Policy (www.sheffield.ac.uk/study/policies/compensation) for further information.
- 18.5 If the Contract has been cancelled (for any reason), you will no longer be entitled to attend lectures, classes or seminars, use our facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of the University.
- 18.6 If you are suspended from participation on your Apprenticeship Programme, you may at our reasonable discretion be excluded from attending lectures, classes or seminars, using our facilities or services, submitting assessments, taking tests/examinations, or proceeding to any degree, diploma or other award of the University.

19. Your cancellation rights

- 19.1 You have the right to cancel the Contract at any time and for any reason. You may use the model cancellation form (available in the Appendix to these terms and conditions) to cancel the Contract or email us at: admissions@sheffield.ac.uk
- 19.2 Please also note that your Contract will be deemed cancelled by you if:
- 19.2.1 you leave your Apprenticeship Programme voluntarily; or
- 19.2.2 your employer transfers your Apprenticeship Programme to a different training provider.
- 19.3 If your Contract is cancelled in accordance with this clause 19, 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.

20. Complaints procedure

- 20.1 If you have a complaint about the University you should follow the relevant University complaints procedure, which you can access via: www.sheffield.ac.uk/study/policies. If your complaint has not been resolved through the formal complaints procedure, you are able to escalate this externally to

the Apprenticeship Service Helpdesk by emailing:
helpdesk@manageapprenticeships.service.gov.uk

- 20.2 You may also be eligible to apply for a refund or compensation. Please view our Tuition Fee Refund Policy (www.sheffield.ac.uk/study/policies/tuition-fee-refund-policy) and Compensation Policy (www.sheffield.ac.uk/study/policies/compensation) for further details on how to apply for a refund or compensation if you are no longer able to continue your studies at the University due to the University's actions or omissions.
- 20.3 Registered Apprentice Students who have followed the University's Complaints Procedure to completion but remain dissatisfied have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

21. Interactions between the applicant and the University

- 21.1 The University is committed to ensuring that any interaction with applicants is conducted in a professional, courteous and respectful manner and it expects that any communication from applicants is conducted in the same way.
- 21.2 The University will not tolerate inappropriate behaviour or language towards its employees or members of the wider University community. Hostile, aggressive or otherwise inappropriate behaviour or language, whether expressed verbally or in writing, will be viewed seriously and may adversely affect the consideration of an application, appeal or complaint, or an Apprentice Student's ability to continue studying on their Apprenticeship Programme. The University will normally warn an applicant that their behaviour or language is inappropriate and that action is being considered, but where the behaviour or language is particularly inappropriate no warning need be given before action is taken. Such action may include a referral in line with the University's discipline regulations, the withdrawal of an Offer or the rejection of an application, or the termination of an Apprentice Student's registration in accordance with paragraph 18.1.7.
- 21.3 Conduct which constitutes a criminal offence will be referred to the relevant authorities.

22. General

- 22.1 If any provision of the Contract is or becomes void, illegal, invalid or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 22.2 No failure or delay by you or us to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 22.3 The terms of the Contract shall not be enforceable by any party who is not a party to it.
- 22.4 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

22.5 You and the University irrevocably agree that the courts of England and Wales (or the courts of the other parts of the UK in which you live) shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

APPENDIX

MODEL CANCELLATION FORM

To: Admissions Service
The University of Sheffield
Level 2, Arts Tower
Western Bank
Sheffield S10 2TN

I hereby give notice that I cancel my contract with the University for a place on the following Apprenticeship Programme:

Accepted on: [Date]

Name of Apprentice Student: [Insert]

Address of Apprentice Student: [Insert]

Signature of Apprentice Student: _____

Date: _____

DOCUMENT CONTROL

Policy category: Education

Policy owner: Deputy Director of Communications and External Relations

Policy contact: Head of Admissions

Approved by: Chief Operating Officer

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