TERMS AND CONDITIONS OF ENROLMENT AT OXFORD BROOKES UNIVERSITY

Effective for all apprentices whose programme of study is delivered by Oxford Brookes University as part of an apprenticeship standard and who have enrolled at Oxford Brookes University on or after the 1 August 2026.

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 macmailbox@brookes.ac.uk

Your training plan and 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"** or **"us"**) and any apprentice (**"you"** or **"your"**) whom the University enrols on a programme of study leading to a University award or credit or on an apprenticeship programme (the **"Programme"**).

You acknowledge that your place on the Programme is **subject always** to you complying with your obligations under your training plan and 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 Department for Education (the **"DfE"**).

These terms and conditions will apply from the day you sign your training plan 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 for Study 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: 1 About the Regulations; 2 Awards and Courses; 3 Your Study; 4 Conduct and Engagement; 5 Admissions; 6 Assignment and Progression; 7 Completion; 8 Academic Policies A-Z and Recent Updates.

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**

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/staff/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 and, once you have enrolled, on your student self-service portal.

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 when the University needs to make changes to your published Programme either before or after your enrolment. Examples of the reasons for such changes are:

- where key staff have left the University or are otherwise not available
- following recommendations made pursuant to the University's annual quality monitoring process or periodic revalidation exercise, including responding to student and professional body feedback
- following updates to apprenticeship standards and/or funding rules by the DFE and/or Skills England
- following an event that is outside of our control (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 lessen 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 University about changes to your employment including changes to your working hours, job role, location or supervision arrangements. You must inform the University 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 training plan 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 University; or
- withdrawal from your Programme.

Location of the Programme: To ensure you have the best university experience, we constantly assess how our campuses are being developed and utilised. This ensures that our buildings and facilities are of high quality, well specified and accessible to meet the needs of current students and those joining us in the years to come. As part of our ongoing investment in our campuses there may be changes to our campuses, and improvements to the buildings within them, over the coming years including your time at the University. If this is the case, we will ensure that apprentices are given plenty of notice to ensure a smooth transition to any changed use of our campuses. The latest information will be provided on our website at **www.brookes.ac.uk/estates-development**

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 have accredited or prior learning experience, you will be advised of the details of your academic Programme.

Programme Fees: As an apprentice, your tuition fees and any other fees relating to your Programme will be payable by your employer. If this funding fails you may have the opportunity to move to a self/Government funded course or to leave your Apprenticeship funded course. In addition, you may choose to incur additional costs such as for printing or library services.

If you want to transfer from an apprenticeship programme to a non-apprenticeship (self-funded) route, a fee assessment would be required to determine your fee status.

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**

Complaints: Please refer to your training plan for raising queries, concerns and complaints.

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** Once the OIA is considering your complaint, you may not commence any legal proceedings in the civil courts on the same matter.

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**

This is in addition to the Apprentice Privacy Notice, which has been provided to you via the University Apprenticeship System (Aptem) during your application process. 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.

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.

Recording of Academic Contact Sessions:
Your attention is drawn to the Recording Teaching and Academic Contact Sessions Policy available here: **www.brookes.ac.uk/regulations/academic-polices/**
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.

UK Visas & Immigration: The University may, at its discretion, withdraw facilities from or refuse to enrol you if you do not meet the residency eligibility criteria in the apprenticeship funding rules.

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

Termination: Subject to the 'Survivorship' provisions below, these terms and conditions will cease to apply if you withdraw or are withdrawn from the University.

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 DfE; 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) for any reason as permitted by the University Regulations; and/or

(n) if the contract between your employer and the University is terminated for any reason whatsoever; and/or

(o) if there is any disengagement by you or your employer which prevents the University or your employer from fulfilling their obligations under the DfE funding rules.

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 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.

Events Outside of Our Control: 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 over or under demand from students, 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 shall use all reasonable endeavours to lessen the effect of the event outside of our control on the performance of our obligations to you; however, this may not be possible in every circumstance and we may therefore be unable to run your Programme as we had intended.

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.

Waiver: The University's failure to enforce any provision of these terms and conditions does not constitute a waiver of that provision and will not affect our right to enforce that or any other provision at a later date.

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.

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