



University of
Salford
MANCHESTER

Terms and Conditions for 2023/2024 Degree Apprenticeships

(Students registering for programmes from 1 August 2023)

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Introduction

These Terms and Conditions apply to all students¹ who are undertaking higher or degree apprenticeships with us and set out provisions that are central to our relationship with you. You should read these Terms and Conditions very carefully as they contain important information, but particular attention is drawn to the paragraphs in **bold**. If you want more information or are unsure about anything in these Terms and Conditions, please see the dedicated zone on the [website](#).

If another provider is responsible for delivering all or part of your programme in collaboration with us, and you are paying tuition fees directly to that provider, then in addition to the provider's terms and conditions, you will be bound by our [terms and conditions](#).

If another provider is responsible for delivering all or part of your programme and you are paying tuition fees directly to that provider, then the terms and conditions which apply to you are can found on our [website](#).

Otherwise if you are not a higher or degree apprenticeship student, then the terms and conditions which apply to you are on our [website](#).

There is a Glossary at the end of these Terms and Conditions which explains the meaning of certain words that we use.

By accepting the offer for the programme in our offer letter you accept and are bound by the following:

- these Terms and Conditions;
- our offer letter (if you have both conditional and unconditional offer letters, the unconditional offer letter takes precedence over the conditional offer letter);
- information on [Course Finder](#) (which supersedes and takes precedence over information about your programme which is in our prospectus – see below);
- our Student Charter and Student Code of Conduct which set out what you can expect from us and the behaviours, commitment and input that you will need to drive your academic success and student journey; and
- all of the other Rules, Regulations, Policies and Procedures which apply to all students and which are accessible via links below.

The above documents are listed in descending order of priority and that order of priority will be applied to resolve any conflict or inconsistency between any of the documents.

Our '[Key Facts about Fees](#)' document and Tuition Fees Policy do not apply to higher or degree apprentices and everything you need to know about fees is set out in clause 2 below.

¹ Students refers to apprentices

Unless you have a good reason for not doing so, you must attend all timetabled and scheduled events for your programme and your compliance may be monitored. Failure to meet the minimum attendance and participation requirements may result in cancellation of your contract and your removal from the programme.

1. Your Programme

- a. These Terms and Conditions are to be read in conjunction with the apprenticeship agreement between you and your employer ('apprenticeship agreement') and the commitment statement which has been signed by you, your employer and the University. If your apprenticeship is with the University, then references to 'your employer' in these Terms and Conditions mean the University.
- b. The University will only be responsible for paying you and for performing the employer's obligations under your apprenticeship agreement if you are an apprentice of the University and the University is your employer.
- c. As a requirement for studying your programme, you must register with us before the start of each year of study. Only students who are registered within the registration period have access to our facilities and services and the registration period ends 2 weeks after your programme starts in each study year. If our offer is conditional, you must have satisfied all of the conditions set out in the offer letter before you may register as a student and start your programme. Conditions must also be satisfied within any timescale we have specified in our offer letter. **Your contract may be cancelled and you may be removed from your programme if you do not register for any year of study within the registration period and a break in learning has not been agreed by your employer and us. This period ends 2 weeks after your programme starts in each year of study.**

2. Fees and Payment

Throughout your apprenticeship you must give notice straightaway by email to apprenticeships@salford.ac.uk, and by email or other written communication to your employer link tutor/clinical educator, if there is any change to your circumstances or employment status.

- a. Student loans are not available for higher or degree apprenticeship programmes but, as a higher or degree apprentice, your tuition fees for the programme will be paid by the Government and your employer. This means that there should be nothing for you to pay unless you incur fines or penalties as a result of breaching any of our rules and regulations (e.g. library fines).
- b. You must perform your obligations and duties under your apprenticeship agreement and your commitment statement.

- c. We are required to disclose and share relevant information about you and your studies with your employer and you authorise us to do so.
- d. We will not take action against you for unpaid tuition fees because they are not your responsibility. However, any unpaid fines and penalties you owe us may be referred to external agencies for collection and ultimately collected through the courts.
- e. If you do not attempt the End Point Assessment in the timeframe allocated to you post-academic completion (please refer to your commitment statement / training plan for this detail), your employer will be liable for the cost of the End Point Assessment (up to 20% of the total cost of the apprenticeship). This is referred to in the apprenticeship contract signed by the employer at the outset of the apprenticeship.

3. Programme information

- a. The key information you need about your programme (including the programme title, length, modules, tuition fees/other costs) is in [Course Finder](#) and our offer letter.
- b. As our prospectus is published so far before the start of the application process to give you information about your options, certain changes are unavoidable. [Course Finder](#) and our offer letter, rather than our prospectus, should be regarded as the sole sources of information to be relied on as they contain the most current and definitive information you need.

4. Rules and Regulations

- a. By accepting our offer, you agree to abide by our [Academic Regulations](#) (which cover, amongst other matters, assessment, academic progression and awards) and also our student policies and procedures (see paragraph 22). We reserve the right to make changes to our Academic Regulations and other policies and procedures and to introduce additional documents (normally before the start of each year of study but, where necessary, at other times) where they benefit students or are necessary because of changes in law, regulatory or funder requirements, or they reflect good practice or aid clarification. We will give you notice where changes are made.
- b. If any compulsory vaccination or other requirements apply to students studying your programme, then you must comply with them to remain on the programme.
- c. New requirements which you must comply with may be introduced, or changes to existing requirements you must comply with may be made, where they are imposed by law or a third party (e.g. an accrediting professional body) or they reflect current good practice. We will give you notice of any which apply to you.

If there are particular requirements for your programme that you must comply with, they will be specified in our offer letter.

- d. If you are studying a programme to practise a particular profession, or a programme which may lead you to apply for registration with a professional body so that you are permitted to practise a particular profession, any concerns about your fitness to practice will be considered under our [Fitness to Practice Procedure](#). (Note: in addition to our Rules and Regulations, you must also comply with the Rules and Regulations of the applicable professional body).
- e. You are required to proactively engage with progress review meetings and OneFile throughout the duration of their apprenticeship. This includes booking the PRM in a timely manner, supporting employer engagement and comprehensively monitoring and documenting evidence of your progress towards meeting the knowledge, skills and behaviours (KSBs) of your apprenticeship standard and also the off-the-job requirements.
- f. The qualification you leave with will depend on the level of your programme, the credits/marks you obtain and the threshold of classification you reach as set out in our [Academic Regulations](#).
- g. Assessment outcomes are confirmed by Assessment Boards. You may submit an academic appeal against a decision reached by an Assessment Board, but specified grounds and time limits apply (see [Academic Appeals Procedure](#). **If you submit an appeal, you may be prevented from progressing on your programme pending the outcome. If your appeal is unsuccessful and results in a 'break in learning' (interruption of study), the consequences would have to be negotiated and agreed with your employer.**
- h. Ideally you should read all of the applicable rules, regulations, policies and procedures (see paragraph 23) before you accept an offer. However, as there is a lot of information for you to absorb (some of which you may only need to know at a later stage or some of which may never be relevant to you), we have tried to identify in these Terms and Conditions the key points you need to know and to signpost more detailed information so you can find it if needed.
- i. We have a duty of care to our staff, students, visitors and others involved with University activities who may come into contact with our students and a duty to safeguard children and vulnerable adults who may be on campus. For this reason, we require all of our students to disclose any relevant unspent criminal convictions once they have accepted an offer of a place and we will then consider the impact of any criminal convictions that are disclosed. You must make the disclosure as soon as possible after you have accepted an offer and at least 30 days before the scheduled start date for your programme (or straightaway if there are fewer than 30 days before that scheduled start date).

A criminal record may not, in itself, prevent you from studying a programme. However, if we decide that the disclosed criminal conviction(s) mean that you pose a threat to our staff, students, visitors or others involved with University

activities with whom you may come into contact or that allowing you to study a programme would be contrary to law, then we will cancel your contract and remove you from the programme. For further information see our [Applicant and Student Criminal Convictions Policy](#).

Failure to disclose this information, or disclosure of incorrect or misleading information, could also result in cancellation of your contract and your removal from the programme (see paragraph 7).

We accept no responsibility for any adverse consequences which result from cancellation of your contract and your removal from the programme.

- j. If your programme requires you to undergo a Disclosure and Barring Service (DBS) check your place on the programme will be conditional on such check being satisfactorily completed. We are not responsible for any delay in carrying out the check unless it is solely our fault. The DBS check is in addition to any disclosure that you are required to make under paragraph 4g.
- k. We use IT facilities to deliver your programme (including assessments) and, in using our IT system, you must comply with our [IT Acceptable Use Policy](#). In particular, you are responsible for all activity on your user account and your password must be kept secure. Monitoring of your account may be carried out to ensure there is no misuse. Misuse is punishable with penalties including blocking of your account and/or fine. (A fee of £100 also applies to re-connect to our IT system if you have been disconnected as a result of not complying with our IT Acceptable Use Policy).

5. Withdrawal of/changes to programmes and modules

- a. **Occasionally programmes, or the way in which they are delivered, or the facilities we use to deliver them, may need to be significantly changed or withdrawn after offers have been accepted.** If this happens, we will give you notice as soon as reasonably practicable and will do what we can to mitigate any adverse effects. This is unusual but can happen where:
 - We consider that the change is beneficial to students; or
 - the programme is not viable to run or will not give students the appropriate educational experience (such as where there is insufficient take-up by students or where funding or (if your programme is accredited) accreditation is withdrawn; or
 - we are affected by an exceptional event that is outside our reasonable control. For illustration purposes only, examples would be natural disaster, adverse weather, terrorism, pandemic or industrial action; or
 - we have to adapt to comply with new or modified laws and regulations or rules of applicable professional bodies; or

- b. The range of optional modules available to you may also change for the reasons outlined above and also where modules are over-subscribed or (if you have taken a 'break in learning' (interrupted your studies) or we have agreed that your place can be deferred) modules are discontinued.
- c. Our [Refunds and Compensation Policy](#) sets out the circumstances in which we may offer compensation where it becomes necessary for us to make changes that could substantially and adversely affect your studies.

6. If you want to leave your programme and the University

If you want to leave the University, you must give notice as follows:

- a. via the [Student Self Service Portal](#)
- b. by sending an email to Apprenticeships@salford.ac.uk.
- c. By sending an email or other written communication to your employer link tutor/clinical educator.

Cancellation may have financial and other implications for you so you should always discuss this with your employer before you make a decision.

7. Circumstances in which you may be removed from your programme

We may cancel your contract (permanently remove you from your programme) if:

- i. you give us any false, misleading or materially incomplete information in relation to your application. (We may also inform your employer and any relevant external bodies about this); or**
- ii. you do not disclose any relevant unspent criminal conviction by the deadline for disclosure or you disclose information that is incorrect or misleading (see paragraph 4g)**
- iii. you do not register at the appointed time and/or you have a 'break in learning' (interruption of study) that has not been agreed by your employer and us; or**
- iv. fines or penalties which you owe us under our Rules and Regulations are not paid by the due date for payment; or**
- v. you commit any fraud in connection with any payment to us; or**
- vi. you do not meet the minimum attendance and participation requirements (including those of any professional body which accredits your programme); or**
- vii. you do not engage with your programme for a period of 12 or more weeks or you do not engage with preparation for your End Point Assessment within 12 weeks of completing your academic qualification; or**
- viii. you do not meet the assessment criteria to progress with your programme; or**
- ix. you have committed serious misconduct for which the penalty of expulsion is**

imposed under our [Student Misconduct Procedure](#) or [Student Academic Integrity and Academic Misconduct Procedure](#); or

- x. you are found unfit to practise for which the penalty of expulsion is imposed under our [Fitness to Practice Procedure](#); or
- xi. you have not complied with any compulsory vaccination or other requirements which apply to students who are studying your programme; or
- xii. your employer dismisses you from your apprenticeship or your apprenticeship agreement ends for any other reason; or
- xiii. you no longer meet all of the eligibility criteria which apply to higher or degree apprentices; or
- xiv. you do not adhere to your commitment statement; or
- xv. you prevent us from disclosing and sharing relevant information about you and your studies with your employer.

Removal from your programme means that you would no longer be a student of the University and would no longer be able to make use of the University facilities, attend lessons/lectures, sit examinations or submit assignments for marking. Any assessments/ assignments, (e.g. course work or exams) that you did submit or take, following cancellation, would be considered as null and void. If you were allowed to re-join the programme at a future date, you would be required to retake the applicable module(s) (i.e. attend all classes and do all assessments and examinations again before you could continue your studies or be awarded a qualification).

8. What happens if exceptional and unforeseen events prevent us delivering your programme

Our [Student Protection Plan](#) and [Refund and Compensation Policy](#) explain the measures we will take to protect our students if the continuation of their studies is put at risk due to any exceptional and unforeseen events (e.g. loss of our degree awarding powers). If, despite our efforts, we were unable to continue to deliver your programme or to offer any suitable alternative that was acceptable to you and your employer then, assuming it was possible, a transfer to an alternative provider would have to be negotiated and arranged by your employer with that provider.

9. Taking a 'break in learning' (interrupting your studies)

- a. You may take a 'break in learning' (interrupt your studies) only if you plan to resume your studies at a later date and the interruption (including the duration) is expressly agreed by the University and your employer. For example, you may wish or need to interrupt your studies for medical treatment or for

family/personal reasons.

- b. We can provide a range of support if you are experiencing any difficulties and please see paragraph 13c which explains how to access help.
- c. If you intend to take a 'break in learning' (interrupt your studies), you must give notice straightaway as follows:
 - via the [Student Self-Service Portal](#);
 - by sending an email to Apprenticeships@salford.ac.uk
 - by sending an email or other written communication to your employer link tutor/clinical educator.

10. What to do if things go wrong

If you have not received the service we have promised you, you can make a complaint. We have two complaints procedures which should be followed: one for [applicants](#) and one for [students](#).

If we do not resolve your complaint to your satisfaction, you may be able to take your complaint to the Office of the Independent Adjudicator whose role is to provide an independent Scheme which reviews complaints against higher education providers. Where complaints are found to be justified or partly justified, the Office of the Independent Adjudicator will make recommendations for us to implement.

11. Misconduct

Action will be taken against you if you are found guilty of misconduct. Penalties range from zero marks for assessments through to expulsion depending on the type and severity of the misconduct. Serious misconduct may result in your suspension (and loss of access to facilities and services) pending the outcome of disciplinary action.

12. Ownership of your work

With certain limited exceptions set out in our [Intellectual Protection Policy](#) (e.g. where outputs are co- created), as between you and the University, you are the owner of all copyright and other intellectual property rights in the works which you create during your programme. Such ownership is, however, subject to the terms of your apprenticeship agreement.

13. Facilities, accommodation and support services

- a. Our facilities (e.g. Library, IT access) may need to be suspended or modified because of essential maintenance, refurbishment or improvements or health and safety concerns or other circumstances outside our reasonable control. We will maintain facilities to a reasonable level and, wherever possible, will minimise disruption.

- b. Third parties own and manage the student accommodation which is located on campus and, if you are staying there, you will have a separate contract for your accommodation with them.
- c. We offer a range of support services for our students for every aspect of life away from the lecture theatre and they can be accessed via our [askUS](#) web pages or the askUS helpdesk in University House. These services can help in a wide range of circumstances, including if you are experiencing mental health problems, are struggling with your programme or are concerned about your fit with your programme.

14. Collaboration with other providers to deliver your programme

Where another provider with whom we are collaborating is responsible for the delivery of the whole or part of your programme, the following applies:

- a. In addition to our Rules and Regulations, you must also adhere to the applicable rules and regulations of the other provider (copies will be made available to you). In particular, you must pursue any complaint regarding delivery of your programme by that provider with that provider. Only if your complaint relates to your programme will you have a right to take your complaint to the final (review) stage of our complaints procedure.
- b. If your complaint alleges losses caused by both the University and the other provider, our liability will be limited to a fair proportion of your losses calculated by reference to the extent of our responsibility. Where it is within our power, we will assist you by requiring the other provider to provide you with any remedy to which you are entitled.

15. Protecting your data

- a. It is your responsibility to provide us with, and keep us promptly updated (via the [Student Self-Service Portal](#)) about all changes to, your contact details, including your UK address and landline/mobile telephone numbers.
- b. We will process your personal data in accordance with all applicable Data Protection legislation and our document called [Privacy Statement](#) which details how students' personal data will be processed and the purposes for which the data is collected. Please ensure that the information that you provide to us is true, correct and complete and that you update it when any details change. The Statement covers the sharing of information about you with certain third parties where we are required to do so including (where applicable to you):
 - your employer;
 - any regulatory body which has responsibility for registering you for the profession to which your programme leads;
 - the Police

16. Fitness to study

We have a pastoral duty towards all students which means we must follow up any concerns we may have about your physical or mental fitness to study under our [Fitness to Study Procedure](#).

17. Students' Union

As a registered student you will be automatically registered as a member of the Students' Union unless you notify the President of the Students' Union that you do not wish to register. Further details about the Students' Union and opting out of membership are available on their [website](#).

18. Changes to Terms and Conditions

- a. We reserve the right to change these Terms and Conditions at any time without notice to you provided that the changes are either beneficial to students or are not significant or are in response to changes in applicable laws and regulations or rules of applicable professional bodies or are to rectify an error or are to aid clarification. Each version of these Terms and Conditions will be published in the [Rules and Regulation section](#) of the Student hub on our website.
- b. Where there is any conflict or inconsistency between these Terms and Conditions any of Rules and Regulations listed below, these Terms and Conditions will prevail.

19. Graduation

- a. The scheduling of our graduation ceremonies may have to be changed for unforeseen reasons outside our reasonable control. We will try to avoid or minimise disruption wherever possible. All gown hire, travel, accommodation and other costs for you and your guests attending graduation are the responsibility of you/your guests. Students/their guests from outside the UK should ensure that they have adequate insurance for their stay in the UK.
- b. The name that appears on all awarding documents will be your full name as it is written in our system on the date we award you a qualification. Unfortunately, our system is unable to recognise accent marks so your name will appear on awarding documents without any accent marks that your name may have. Name changes must be in accordance with our [name change policy](#). Awarding documentation will be issued in accordance with the timescales displayed on our [University Website](#) at the time of your award.

20. Applicable law

English law governs your contract.

21. Glossary of Terms

cancellation/cancellation of contract	The end of your legally binding agreement with the University regarding your programme and your permanent removal from your programme.
expulsion	This is a disciplinary sanction which, where applied, results in a student being permanently removed from his/her/their programme at the University and the cancellation of the contract between the student and the University. A student who has been expelled from the University would never be permitted to study at the University again.
interruption of study	An interruption of study is where, with our prior agreement, you take a formal break from study for a specific period of time with the intention to resume study at a future date.
retake	This refers to your third attempt at a module assessment and means that you must attend all classes and do all assessments for that module again. Retake modules are subject to payment of a fee and require re-registration for the module at the appropriate time. Retake is different to reassessment. Reassessment refers to your second attempt at any assessment and will result in a capped mark for the assessment of 40% (undergraduate) or 50% (postgraduate).
suspension of Study	A period of time during which we temporarily pause your studies pending the outcome of a disciplinary hearing related to an allegation of serious misconduct. Suspension is a neutral act, but restrictions may apply, e.g. access to the campus may not be permitted and IT facilities may be withdrawn.
unspent criminal conviction	An offence for which the applicable rehabilitation period has not ended. After a certain amount of time (known as a rehabilitation period), a criminal conviction becomes 'spent' and can be ignored. There are different rehabilitation periods depending on how old you were when you were found guilty by a Court and on the sentence or punishment you were given.

22. List of our Rules and Regulations

[Documents](#) that apply to all students and form part of your contract (these documents may be updated from time to time – as mentioned above) can be found on our website. The documents you can find on this link are as follows: -

Admission as a student <ol style="list-style-type: none">1. Admissions Policy (including Complaints Procedure for Applicants)2. Applicant & Student Criminal Conviction Policy3. Student Vetting Policy
Conduct, behaviour <ol style="list-style-type: none">4. Fitness to Practise Procedure5. Fitness to Study Procedure6. Student Academic Integrity and Academic Misconduct Procedure7. Student Charter8. Student Code of Conduct9. Student Consultation10. Student Misconduct Procedure
Complaints <ol style="list-style-type: none">11. Student Complaints Procedure
Fees/Refunds <ol style="list-style-type: none">12. Key Facts About Fees13. Refunds & Compensation Policy14. Tuition Fees Policy and Tuition Fees Information
Exams/Assessments <ol style="list-style-type: none">15. Assessment and Feedback Policy16. Assessment Boards for Taught Programmes Policy17. Examination Rules18. External Examining for All Taught Programmes Policy
Health/hardship/wellbeing <ol style="list-style-type: none">19. Personal Mitigating Circumstances (PMC)20. Student Support Policy
IT system (including student email) <ol style="list-style-type: none">20. ICT Acceptable Use Policy
My information <ol style="list-style-type: none">21. Privacy Statement
Programme/studies/research <ol style="list-style-type: none">22. Academic Regulations for Taught Programmes23. Academic Regulations for Research Programmes24. Personal Development Planning

- 25. Personal Tutoring
- 26. Programme Handbook
- 24. Student Engagement, Interruption and Withdrawal Policy
- 27. Student Handbook
- 28. Student Interruptions & Withdrawals Policy
- 29. Student Protection Plan

Results/grades

- 30. Academic Appeals Procedure

Equality, diversity and freedom of speech

- 31. Equality, Diversity and Inclusion
- 32. Freedom of Speech Policy

Pregnancy/children

- 33. Student Pregnancy, Maternity, New Parenthood and Adoption Policy

Under 18s

- 34. Admission of Students Under 18 Years of Age