



UNIVERSITY COLLEGE
OF ESTATE MANAGEMENT

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UCEM Terms and Conditions of Contract

For Students on Apprenticeship
Programmes

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Table of Contents

1.	<i>The contract</i>	1
2.	<i>Our obligations to you</i>	1
3.	<i>Programme fees</i>	1
4.	<i>Academic and General Regulations for Students</i>	1
5.	<i>Licence to use Programme Materials and Training Information</i>	2
6.	<i>Our right to vary these Terms and Conditions</i>	3
7.	<i>Our right to end this contract</i>	4
8.	<i>Disciplinary offences</i>	5
9.	<i>Your right to cancel your contract</i>	6
10.	<i>Access to and use of the UCEM Website</i>	6
11.	<i>Our liability to you</i>	6
12.	<i>Data protection</i>	6
13.	<i>Confidentiality</i>	7
14.	<i>Events outside our control</i>	7
15.	<i>General</i>	8
16.	<i>Your consumer law rights</i>	8
17.	<i>Complaints Procedure</i>	8

These Terms and Conditions of Contract are applicable only to those on apprenticeship programmes.

1. The Contract

1.1 This document sets out the general terms and conditions which apply to your contract and study with University College of Estate Management (“UCEM”). The contract is formed when you accept our offer by registering on the programme for the first time. When you have registered we will send an email to confirm that you have accepted our offer and have now entered into a contract with UCEM. Please see Clause 7, which explains our right to end your contract, and Clause 9, which explains your rights to cancel your contract. Students enrolled on a UCEM programme may not normally be enrolled on any other programme of study offered by UCEM.

2. Our obligations to you

- 2.1 UCEM will provide the teaching, assessment and other educational services as stated in the relevant programme specification. Programme specifications can be accessed at: <https://www.ucem.ac.uk/our-programmes/programme-specifications.aspx>.
- 2.2 UCEM will provide pastoral support, advice and guidance to students. This pastoral support includes the provision of academic support, and a dedicated Student Services team.
- 2.3 UCEM will award certificates, diplomas or degrees as applicable to all students who are successful in their study and have met the academic requirements for their programme, as approved by Academic Board, and complied with other relevant conditions to which they are subject under this contract.

3. Programme fees

- 3.1 As an apprentice you are not liable for programme fees. Your apprenticeship will either be fully funded by your employer or co-funded by your employer and Her Majesty's Government (HMG).
- 3.2 Your place on the programme is subject to the ongoing availability of funding from your employer and where relevant, availability of co-funding from HMG.

4. Academic and General Regulations for Students

- 4.1 Under these Terms and Conditions of Contract you agree to comply with the Academic and General Regulations for Students (Levels 4-7, if you are a degree apprentice and Level 3 if you are undertaking the Level 3 Surveying Technician Diploma programme), and the Code of Practice which are both published on UCEM’s website at: <https://www.ucem.ac.uk/about-ucem/programme-specifications-academic-regulations/> and <https://www.ucem.ac.uk/about-us/code-of-practice.aspx>. The Academic and General Regulations for Students (Levels 4-7 or Level 3 as applicable to your programme) contain important information that students will be subject to and are required to abide by.
- 4.2 UCEM reserves the right from time to time to amend these Academic and General Regulations for Students (Levels 4-7 or Level 3 as applicable to your programme) by

resolution of the Academic Board, in accordance with Section 6 of these Terms and Conditions.

- 4.3 Such amendments will normally come into effect at the beginning of the next Academic Session (normally the period of study commencing on 1st September in the year concerned). You will be provided with information on what has changed, the reasons for the change, and how this will affect you.
- 4.4 If you are a degree apprentice you are required to complete the Induction Module and pass the compulsory element of the module entitled 'Writing in your Own Words' prior to the submission of your first assessment. The mark of your first and subsequent assessments will be withheld until you have successfully completed this element.
- 4.5 You are required to complete and pass all the prescribed modules/units in the Programme Specification for your route of study to be eligible for the final award on the programme, unless you have been given exemption from certain modules/units due to prior learning as detailed in your Offer Letter.

Please see the Assessment, Progression and Award Regulations to view any specific progression requirements relating to your programme.

- 4.6 If you have had a break in your programme of study and return to UCEM to complete a programme you will be governed by the regulations in force at the time of recommencing your study with UCEM. You will be informed if a change in regulations has occurred, and how this will affect your study. By returning to the programme and registering for the next modules you would be giving your agreement to the new terms that will apply to your contract.

5. Licence to use Programme Materials and Training Information

- 5.1 All intellectual property rights ("IPR") including but not limited to copyright and related rights, trade marks, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world in programme materials, information, documents and content ("Programme Materials") provided to you by UCEM remains vested wholly in UCEM as owner or licensee of the IPR. UCEM grants to you a personal non-exclusive restricted licence to use the Programme Materials solely for your own (the student's) personal use as part of studying a programme with UCEM and the Programme Materials must not be copied, reproduced, sub licenced or transferred to any other party. You agree to indemnify UCEM in respect of any breach or misuse of UCEM's IPR and any breach of this condition may lead to legal action being taken to protect UCEM's interest.
- 5.2 Programme Materials may only be used by you personally as part of your contract and study with UCEM and you may not share, loan, copy reproduce or grant in any way any right or licence to use the Programme Materials to any third party.
- 5.3 UCEM agrees to compensate you against any claims, damages, or losses arising as a result of any claim or action that the Programme Materials infringe any IPR belonging to a third party.

For this purpose, Programme Materials are defined as all material that is published on the VLE by UCEM that forms part of the academic learning for each module.

- 5.4 Unless otherwise assigned and subject to Clause 5.5 below, where IPR is created by a student during their period of study, for example through a piece of assessment, the IPR is retained by the student.
- 5.5 There are specific situations in which UCEM may wish to vary the student IPR, for example in advancing a collaborative arrangement. In such a situation, the student could be asked to sign an appropriate IP Rights assignment. Thus, where UCEM agrees with a student that student work will be used as part of a further Research publication produced by UCEM, the IPR will be shared by both parties. The student's work will be acknowledged and, where appropriate, subject to a revenue sharing scheme.

6. Our right to vary these Terms and Conditions

- 6.1 UCEM has the right to revise and amend these terms and conditions, including the Academic and General Regulations for Students (Level 3 and Levels 4-7) in order to:
- comply with external professional, accrediting and/or regulatory body requirements and/or changes in the law;
 - implement changes for the benefit of students as a consequence of programme monitoring;
 - ensure the curriculum is current and relevant to intended learning outcomes and/or standards of any relevant professional, accrediting and/or regulatory bodies and/or employer requirements and/or;
 - implement external examiner feedback.
- 6.2 Where the change leads to a difference in the programme that is offered, changes will be implemented in consultation with relevant student representatives and other stakeholders (e.g. employer representatives), setting out the reasons for the proposed amendment(s), and compliance with the requirements of the UCEM Code of Practice on Programme Monitoring, Amendment, Review and Discontinuation. Should such an eventuality occur during the admissions and registration process, applicants will be informed immediately of any change and the alternative arrangements that have been put in place. Existing students will be informed of when the changes will be effective from, which will usually be the next academic year (1 September).
- 6.3 Where changes in the Regulations adversely affect a student UCEM will seek to offer the student a suitable replacement programme. If the student does not wish to accept UCEM's offer of a replacement programme or if UCEM is unable to offer a replacement the student will be able to withdraw from the programme. Further information is provided in the [UCEM Student Protection Plan](#) which details the action UCEM will take if there are changes to a programme, and how UCEM will protect the interests of students.
- 6.4 UCEM may, at its discretion, introduce any changes made to the Academic and General Regulations for Students (Level 3 and Levels 4-7) with immediate effect where it is in the interests of students to do so, and/or necessary to reflect changes in the law or regulatory

framework. (Further details about the notification of changes to educational services are provided in para 10.2 of the Academic and General Regulations for Students (Level 3 and Levels 4-7).)

- 6.5 Notice of any amendments to these Academic and General Regulations for students (Level 3 and Levels 4-7) and the Code of Practice will be posted on both the UCEM website and the VLE and, where appropriate, sent direct to students.
- 6.6 The Academic Board may decide to discontinue any of the UCEM awards in response to academic circumstances, such as currency of the curriculum or student progression and retention, or in response to feedback and/or annual monitoring or periodic review.
- 6.7 The Principal has the authority, following consultation with the Senior Leadership Team to discontinue a programme on the grounds of financial viability and/or resource availability.
- 6.8 In the event that an award is discontinued, no new students will be enrolled, but the award will be conferred on those already registered and continuing to complete the approved programme of study in accordance with the regulations. If exceptionally an accelerated closure is approved the Academic Board must satisfy itself that appropriate arrangements are in place to protect the interests of existing students.

7. Our right to end this contract

- 7.1 We may terminate your contract and your relationship with UCEM at any time if you commit a material breach of your obligations under this contract. This could include any of the following:
 - 7.2 We find that you have given us untrue or misleading information as part of the admissions process. This could include false information on the previous qualifications you have obtained, or not supplying correct documentary evidence of previous qualifications. (For example, documentary evidence of qualifications will be required). Photocopies only should be supplied, certified by a professionally qualified person such as a member of RICS, CIOB, a lawyer, police officer or doctor. Correct evidence of your qualifications which matches the details of your qualifications that have been provided on your application form must be supplied within eight weeks of the programme start date.
 - 7.3 You fail to meet any academic or administrative requirements shown in the Academic and General Regulations for Students (Level 3 and Levels 4-7) or the Student Handbook;
 - 7.5 You fail to complete any programme within agreed timescales; and/or
 - 7.6 Your conduct constitutes any of the disciplinary offences set out in Clause 8 below.
 - 7.7 Notification of the termination of your contract by UCEM will be provided in a clear written statement, either by letter sent by post, or email.
 - 7.8 In the event of termination, UCEM also reserves the right to revoke any award in accordance with Section 9.4 of the Academic and General Regulations for Students (Level 3) and 9.5 of the Academic and General Regulations for Students (Levels 4-7). This may occur following a disciplinary offence as detailed in Section 10 of the Academic and General Regulations for

Students (Level 3 and Levels 4-7) which would have resulted in a decision not to grant an award, for example through academic misconduct.

- 7.9 Students may be excluded from UCEM either temporarily or permanently on the authority of the Principal, or on the authority delegated to the Deputy Chief Executive Officer. Such exclusion may be sanctioned on the basis of academic or disciplinary grounds, or in cases of non-payment of fees. Additionally, UCEM reserves the right to exclude or terminate a student's study from a programme if they make repeated and/or unfounded appeals or complaints regarding the programme and/or its delivery where in the opinion of UCEM such conduct is considered untruthful, vexatious, malicious and/or frivolous. Any such decision is subject to the student's right of appeal under the UCEM Code of Practice on Complaints and Appeals.

8. Disciplinary offences

- 8.1 We regard the following as disciplinary offences, although this is not a definitive list.

Conduct that:

- disrupts or improperly interferes with the teaching, learning, research, administrative or other activities of UCEM;
- is violent, indecent, disorderly, bullying, discriminatory or threatening, or involves offensive behaviour or language during any UCEM activity;
- is likely to cause injury or affect people's safety during any UCEM activity or on UCEM's premises;
- disadvantages UCEM's assessment procedures, including conduct that breaks UCEM's Academic General Regulations for Students and Code of Practice on Student Academic and Behaviourial Conduct. For the avoidance of doubt this specifically includes any type of plagiarism – whether it takes the form of copying the work of another or of purchasing or otherwise obtaining work produced by someone other than the student which is then presented as being the student's own, or any other form;
- in the opinion of the UCEM, damages our reputation;
- misuses Programme Materials or infringes UCEM's IPR.

Revealing confidential information without permission including:

- personal information about applicants, other students, graduates and staff;

Selling, distributing or advertising for sale or distribution, student coursework so as to encourage or enable plagiarism and/or academic misconduct, whether or not the coursework includes a tutor's marks and/or comments.

9. Your right to cancel your contract

- 9.1 Whilst you are continuing with your apprenticeship you do not have any rights to cancel this contract other than in relation to 9.2.
- 9.2 This contract will be deemed to have been automatically cancelled by you if you leave your apprenticeship voluntarily or for any other reason or if your employer transfers your apprenticeship to another training provider.

10. Access to and use of the UCEM Website

- 10.1 The provision of Programme Materials and information which can be downloaded or accessed from UCEM's website is dependent upon internet and third party connections which are out of the control of UCEM and UCEM does not warrant that the Website and associated services will be continuously available 24 hours a day, 7 days a week, 365 days a year, but UCEM will use its available resources and reasonable endeavours to keep downtime to a minimum.
- 10.2 After the contract commencement date, you will have access to information and Programme Materials and UCEM will provide you with a password and user identity. You are solely responsible for maintaining the confidentiality and security of your Internet account and usage of the Programme Materials including use of any unique logon IDs.

11. Our liability to you

- 11.1 Nothing in this contract shall operate to exclude or limit our liability to you for:
- death or personal injury caused by our negligence;
 - fraud or fraudulent misrepresentation; or
 - any other liability which cannot be excluded or limited under applicable law, for example under section 57 of the Consumer Rights Act 2015.
- 11.2 UCEM will only be liable for loss or damage that is a foreseeable result of UCEM breaching the contract. This includes loss or damage that is an obvious consequence of UCEM's breach of the Terms and Conditions of the Contract, or if such damage or loss was contemplated by you or UCEM at the time of entering into the Contract.

12. Data sharing and data protection

- 12.1 In accordance with Educational Skills Funding Agency (ESFA) requirements, UCEM will:
- a) share your Personal Data, and where relevant your Sensitive Personal Data with the ESFA to enable your apprenticeship to be administered and to enable funding to be accessed. Your data will be processed by the ESFA in accordance with the ESFA Privacy Notice which can be found at <https://www.gov.uk/government/publications/esfa-privacy-notice>
 - b) keep your personal data in an Evidence Pack that UCEM is required to prepare and maintain to support the funding claimed. UCEM is required to retain the Evidence Pack

for six years following either the completion of an apprenticeship or the withdrawal of a student from an apprenticeship.

12.2 UCEM will include your Personal Data, and where relevant your Sensitive Personal Data in a progress tracking e-portfolio (OneFile or similar). Nominated persons/postholders within your employer organisation will be provided with access to your progress tracking e-portfolio. If you are aged under 19, your parent/guardian will also be given access to your progress tracking e-portfolio where you provide consent for this to happen. If your apprenticeship is being delivered through a subcontracting arrangement that UCEM has with another training provider, nominated persons/postholders within the other training provider will be provided with your progress tracking e-portfolio for monitoring purposes.

- UCEM shall at all times when processing Personal Data relating to, or provided by, you ('the Student'): comply with its obligations under the General Data Protection Regulation (2016/679), the Data Protection Act 2018 and any amendment or update to that legislation;
- comply with the UCEM Data Protection Policy and the Privacy Notice for Students which can be found at <http://www.ucem.ac.uk/about-ucem/ucem-policies/privacy-policy/>;

12.3 Ensure that there are in place appropriate technical and organisational security measures to prevent unauthorised or unlawful processing of Personal Data and to prevent accidental loss or destruction of, or damage to, Personal Data. In this Clause 12, 'Personal Data' has the meaning given in the General Data Protection Regulation (2016/679) Article 4

13. Confidentiality

13.1 UCEM shall at all times keep confidential any special categories of personal data (as defined in the General Data Protection Regulation (2016/679) Article 9) that it may hold about you ('the Student') which is provided on a confidential basis to UCEM, such as information regarding disability or wellbeing issues, which enables UCEM to provide support as part of its obligations to the Students. UCEM will only share such special categories of personal data with explicit consent or as required by applicable law or regulations save that information disclosed as part of any disciplinary procedure will be shared with nominated persons/postholders within the employer organisation as detailed in UCEM's Apprenticeship Student Disciplinary Procedure. Students have an obligation to keep information confidential when it is provided on a confidential basis between UCEM and the student, for example in relation to when a student is undergoing a disciplinary matter, or a student complaint against a member of staff is being investigated.

14. Events outside our control

14.1 UCEM will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (Force Majeure Event).

14.2 A Force Majeure Event includes but is not limited to any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: Strikes, lock-outs or other industrial action: Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or

preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; Impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government.

- 14.3 UCEM's performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

15. General

- 15.1 This contract is between the student and UCEM. No other person shall have any rights to enforce any of its terms.
- 15.2 Even if UCEM delays in enforcing this contract against the student, UCEM will be entitled to enforce it at a later stage. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you not have do to those things or prevent us taking steps against you at a later date.
- 15.3 If any of these terms and conditions are found by a court to be illegal, the rest of the contract will remain in force. Each of the paragraphs of these terms operates separately. If any court or other relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.4 These terms and conditions are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

16. Your consumer law rights

- 16.1 As a consumer of services provided by UCEM you have legal rights (including statutory remedies) in relation to services not carried out with reasonable skill or care. For further information go to the Competition and Markets Authority website: <https://www.gov.uk/government/organisations/competition-and-markets-authority>. Students living in the UK may visit their local Citizen's Advice Bureau or Trading Standards Office.

17. Complaints Procedure

- 17.1 The process for raising a complaint is given in the Commitment Statement for your apprenticeship.