



Apprentice Terms and Conditions

2026-2027

Authors:	Department name
Publication date:	29 October 2025
Amended:	-
Review date:	30 October 2026

Table of Contents

1.	Introduction	5
2.	Apprentice Contract	5
<hr/>		
	Registration	6
	What does this mean?	7
3.	Your offer	8
<hr/>		
3.1.	What your offer will contain	8
3.2.	Accepting your offer and when your Contract with the University is formed	8
3.3.	Students who are under 18	10
3.4.	Disclosure of criminal offences and Disclosure and Barring Service where these are not mandatory	10
3.5.	Applicants for Apprenticeships subject to a mandatory DBS check and/or Occupational Health check	11
3.6.	Your right to cancel	12
4.	Our obligations to you	13
5.	Your obligations to the University and compliance with University Regulations	14
<hr/>		
5.1.	University Regulations, policies and procedures that apply to you	15
	Rules of Assessment	16
5.2.	Code of Student Conduct	17
5.3.	Fitness to study	18
5.4.	Fitness to practise	18
5.5.	Eligibility requirements for an Apprentice	18

6.	Tuition Fees and expenses	19
6.1.	What tuition fees are payable by you	19
7.	Contract changes and Course closures	20
7.1.	When, how and why we can make changes to the Contract and how this may impact you	20
7.2.	What type of changes may be made?	21
7.3.	How and when we will tell you about changes to the Contract	22
8.	Ending or suspending the Contract	23
8.1.	When we may terminate or suspend the Contract	23
8.2.	When you may terminate or suspend the Contract	24
9.	The law governing your Contract and how to complain	25
	Complaints	25
10.	What the University is responsible to you for and events outside our control	26
11.	Intellectual Property Rights	27
12.	Performance rights in lecture capture	28
13.	Pastoral services and support	28
14.	Other important terms	28
	Appendix 1: Cancellation form	29
	Template cancellation text	29
	Appendix 2: Contract changes and Course changes	30
A.	Why: examples of reasons why we might make changes to your Contract:	30
B.	What: examples of the types of changes that we may make:	31

Minor Changes include (this is a non-exhaustive list of examples):

1. Introduction

We are really pleased that you want to be part of our global community. By becoming a member of our community, you will have expectations of us, and of your experience while studying at the University of Essex.

It is important that you read this document carefully before accepting an offer and again before registering with the University of Essex. These terms and conditions form the basis of a contract between you and the University of Essex.

These sections are especially important:

- your right to cancel (section 3.6)
- your obligations to the University and compliance with University Regulations (section 5)
- tuition fees (section 6)
- contract changes and Course closures (section 7)
- ending or suspending the Contract (section 8)
- what the University is responsible to you for and events outside our control (section 10)

If you have any questions, please contact Admissions before you accept your offer, by emailing:

- appadm@essex.ac.uk (Admissions)
- apprenticeships@essex.ac.uk (Apprenticeship Hub)

2. Apprentice contract

These terms and conditions will apply to you if you enter a contract with the University of Essex, at our campuses at Colchester or Loughton (the '**University**'). Our primary address for correspondence is Wivenhoe Park, Colchester, CO4 3SQ.

As an apprentice at the University a number of documents make up your Contract.

The following documents apply from the moment your Contract with the University is formed, which is normally at the point that you accept your offer in accordance with section 3.2 (Accepting your offer and when your Contract with the University is formed):

Documents that apply to apprentices

This document (Apprentice Terms and Conditions)

Your Offer Letter (defined below)

Student Membership and Disclosure and Barring Service Checks Policy and Procedure

These documents, which make up your Contract at the point that you accept your offer:

- will be emailed to you in PDF
- will be available on your myEssex applicant portal once an offer has been made
- are available on our website
- should be read carefully, and you should keep copies
- are available in alternative formats. Please get in touch with Admissions via the contact points listed in section one if you would like them in a different format

Registration

Information about registration can be found in Getting Ready for Life at Essex which you will receive after your place is confirmed. The date when you first register with the University will depend on the start date for your apprenticeship.

In addition to the documents listed above, the following documents also form part of your Contract, and apply from the time when you register with the University and throughout the duration of your registration with the University:

Documents that apply to apprentices

The Code of Student Conduct

IT Acceptable Use Policy

Academic Regulations

Regulations relating to academic affairs

Regulations relating to programmes of study

Regulations relating to registration

Documents that apply to apprentices

General Regulations

Study and Wellbeing Intervention Policy and Procedures

Academic Offences Procedures

Rules of Assessment (see 5.1)

Initial Needs Assessment

Apprenticeship Agreement

Training Plan

Documents that apply to some apprentices

Fitness to Practise Procedure

What does this mean?

This means that you should check the documents that will apply to you from the time when you register with the University, based on the apprenticeship for which you have registered.

These documents, that, along with those applicable when you accept your offer, make up your Contract:

- will be available to you on the Welcome portal
- are available on our website
- should be read carefully, and you should keep copies
- are available in alternative formats. Please get in touch with the University (askthehub@essex.ac.uk) if you would like them in a different format.

All Regulations are also available at <http://www.essex.ac.uk/about/governance/regulations>.

3. Your offer

3.1. What your offer will contain

Your offer is based on information provided in your application.

Your offer letter (the '**Offer Letter**') will provide you with important information about your Contract with us and will explain how and when your Contract is formed.

The Offer Letter will also set out any specific requirements with which you will need to comply as a condition of admission and registration on your chosen Course (your '**Course**').

If you fail to comply with any of these requirements, or fail to provide us with satisfactory evidence that you have complied with these requirements, we may terminate the Contract as set out in section 8 (Ending or suspending the Contract).

3.2. Accepting your offer and when your Contract with the University is formed

When your Contract is formed with the University depends on how you apply and what you are applying for. This table is included for quick reference but please see the relevant section below for more detail.

Circumstances of application	When Contract is formed
Undergraduate application via the University's Direct Admissions system	When you accept your offer on your myEssex applicant portal
Re-application (if you have previously applied to the University of Essex)	Please see the information above in this table according to how you are re-applying. The contract will be formed when you accept your offer, or the University receives your deposit payment, in relation to your new start date
Readmission (if you have previously studied at the University of Essex)	Please see the information above in this table according to how you are applying for readmission. The contract will be formed when you accept your offer, or the University receives your deposit payment, in relation to your new start date

Circumstances of application	When Contract is formed
Deferred application to a later entry point	<p>Your contract will have been formed when you accepted your original offer.</p> <p>Please see below in this section for information on changes to the terms and conditions relating to later start dates, should you defer entry</p>

Undergraduate Direct Admissions applicants

If you applied via our online Direct Admissions service for undergraduate applications, you must accept your offer on your myEssex applicant portal. We will email you to alert you about your Offer Letter and your Contract. They will be emailed to you and made available on your myEssex applicant portal. By accepting this offer, you will be entering into a legally binding Contract with the University and your Contract with the University is formed on the day you accept your offer.

Re-applications, applicants requesting readmission and deferrals:

Re-applications: If you are re-applying for a new admissions cycle and your contract was previously terminated (for example if your previous application was withdrawn, declined or unsuccessful), your new Contract will be formed in accordance with the relevant paragraph in this section, depending on the application route.

Readmission: If you were previously a registered student at the University and your Contract with the University was terminated because you voluntarily withdrew or were required to withdraw from your studies, you will need a new Contract with the University. This will be formed in accordance with the relevant paragraph in this section, above, depending on your application route.

Deferrals: If you enter a Contract with the University as an applicant and a request is approved to defer your application to a later start date, your Contract remains in place. Any subsequent amendments to your Contract that are required to bring your terms and conditions in line with your new cohort will be drawn to your attention. If you are not happy with the amendments when they are made, you will have the option to terminate the Contract.

All applicants

Your Contract will continue for the course duration set out in the Offer Letter unless terminated or extended in accordance with these terms and conditions.

It is your responsibility to ensure that all information with which you provide us, or which is provided on your behalf, at any time (including as part of the application and/or admission process), is and remains true, accurate, complete and is not misleading.

Failure to comply with this requirement may result in us withdrawing your offer of a place on your Course or suspending or terminating our Contract with you in accordance with section 8 (*Ending or suspending the Contract*).

3.3. Students who are under 18

Students who are under 18 years of age at the start of their Course are required to comply with the University's procedures for under 18s. If you will be under 18 at the start of your Course, your offer will include a requirement to complete and return the University's Under 18 Emergency Contact Details form.

You must provide us with a verified UK Nominated Emergency Contact (NEC) at least four weeks prior to your arrival on campus. The contact must be over 21, resident in the UK and able to communicate in English.

Legal restrictions for students who are under 18

There are legal restrictions that we would like to remind you about. It is illegal for those under 18 years of age to buy alcohol, or for anyone else to sell you alcohol. If you are under 18, you must not drink alcohol in the bars on our campuses and you may not be permitted to enter some licensed venues or events.

Important information for students under the age of 18 can be found on our website.

3.4. Disclosure of criminal offences and Disclosure and Barring Service where these are not mandatory

Apprentices who accept a place to study on a Course which does not require a Disclosure and Barring Service (DBS) check are not asked to disclose their criminal record as part of the application or registration process, but applicants and apprentices under supervision or currently on licence are encouraged to make us aware of any conditions or requirements which may prevent them from fully engaging with their Course and/or with the broader University community. In line with the conclusions of a Privacy Impact Assessment, the University would process this special category personal data under the legal basis of consent. This means that you do not have to tell us about your criminal record unless required to do so for your course (see Section 3.5 Applicants for Courses subject to a mandatory DBS check and/or Occupational Health check), but if you do choose to share information about a criminal record or offence with the University, you will be offered support and guidance including access to the University's specialist services, where appropriate, and any risks assessed.

Where possible, the University will accommodate conditions or requirements imposed on apprentices through the courts or by other statutory authorities which may prevent them from fully engaging with their Course (for example, if a student is required to undertake activities away from campus in connection with any conviction). However, if it becomes apparent that the applicant or apprentice is unable to meet the Course learning outcomes through, for example, not being available to attend teaching events, they may be required to withdraw, as outlined in our [Membership and DBS Policy](#).

Apprentices studying a Course for which a DBS check is not a mandatory requirement may still be required to disclose their criminal record after registering for the Course if they engage in regulated activity that requires a DBS check, for example, through selecting a particular research topic or optional module. This is indicated, where possible, in Course literature and prospectus materials.

3.5. Applicants for Apprenticeships subject to a mandatory DBS check and/or Occupational Health check

Offers, places and registration on some Courses are subject to satisfactory Disclosure and Barring Service (DBS) checks and/or Occupational Health checks. Applicants are also subject to a satisfactory overseas criminal records check where they have lived outside of the UK for a period of six months or more in the last five years. Where appropriate, further information is included in your Offer Letter, and in Course literature and prospectus materials.

Courses that require a mandatory DBS check involve regulated activity. Applicants for these Courses are required by the University to declare all criminal offences that are deemed to be unspent and spent in accordance with the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (Amendment) (England and Wales) Order 2020. An Apprentice would not be required to declare a spent criminal offence that was deemed to be protected and filtered from a DBS Certificate.

You may not be able to register for your Course or, if you have already registered, you may be required to withdraw from your Course if the outcome of your DBS and/or Occupational Health check is not satisfactory.

Application of the University's Membership and DBS Policy takes place independently of the academic selection process, which is based entirely on academic merit, in accordance with standard admissions policy. Consideration of the offence will normally take place pre-offer, but in some cases is after an offer has been made. This could result in the offer being withdrawn; please see 9.1 for more information about when the Contract can be terminated.

Applicants who are convicted of a criminal offence or who receive a police caution after applying for, or after registering on, a Course for which DBS checks are mandatory must inform the University. Disclosures after applying can be made in writing to the Heads of Admissions by sending an email to

admsnrteam@essex.ac.uk. Disclosures after registering on a Course should be made in writing to the Academic Registrar by sending an email to dbs@essex.ac.uk.

All personal data shared with the University with regard to criminal offences and health will be processed transparently, fairly and lawfully under data protection legislation and in line with our privacy notices.

3.6. Your right to cancel

The Contract will be made between you and the University in accordance with Section 3.2 (*Accepting your offer and when your Contract with the University is formed*). If you change your mind, you have the right to cancel your Contract within 14 days. The cancellation period ends 14 days after the day on which the Contract is formed. To meet the cancellation deadline, you must inform us of your decision to cancel the Contract in a clear written statement before the cancellation period has expired. You may use the model cancellation form set out in the Appendix to these terms and conditions to inform us of your decision to cancel. Before you cancel your contract you must speak to your employer so they can support your decision.

Here are the different ways that you can inform us:

- email the University's Admissions team:
 - appadm@essex.ac.uk (Admissions)
 - apprenticeships@essex.ac.uk (Apprenticeship Hub)

- send a letter to the University's Admissions team:

Admissions Office

University of Essex

Wivenhoe Park

Colchester

CO4 3SQ

United Kingdom

We will confirm in writing once your cancellation (request to withdraw) has been processed.

Before the start of your Course, you may still be able to end the Contract after the 14-day period has expired; please contact the Admissions Office to arrange this.

We may start to provide you with services under the Contract before the end of the 14-day period if you request us to do so, for example, if you apply to us very soon before your Course is due to start

(including Clearing applications. This will not prevent you from cancelling the Contract during the 14-day period.

What does this mean?

Tell us if you change your mind.

You can withdraw your application at any time during your 'cancellation period'. This is 14 days, starting the day on which you accept your offer.

You can also withdraw from Essex outside of this cancellation period.

4. Our obligations to you

The University will:

- deliver the Course specified in your Offer Letter (or the Course specified in your confirmation letter, where this differs from the course you originally applied for), including teaching, assessment, feedback and learning support
- provide library and suitable learning resources, including online learning resources
- provide IT infrastructure, including a University email account, and
- provide pastoral support, through welfare, advice, and guidance services available to students during normal working hours on issues affecting student life, including finance, disability, issues relating to your general welfare, and support for international students.

The University will perform its obligations under the Contract with reasonable skill and care and in conformity with the Contract.

5. Your obligations to the University and compliance with University Regulations

You understand that, from the time when you register with the University, you are a student member of the University community and agree that, as such, you will behave respectfully to all other members of our community.

You agree that, from the date that your Contract with us is formed (as described in Section 3.2 (Accepting your offer and when your Contract with the University is formed) you will:

- comply with the terms and conditions of the Contract
- meet any and all conditions set out in these terms and conditions and in your Offer Letter and (where relevant) continue to satisfy them throughout the period of your registration
- register with us at the start of your Course and re-register each academic year
- undertake Disclosure and Barring Service checks if studying on a Course which mandates this or if this is otherwise required and
- keep the contact information provided to the University up to date and inform the University promptly of any changes to this using the myEssex applicant portal.

You agree that, from the date that you register with the University, and in accordance with the contractual documents that apply from this point, you will:

- comply with the terms and conditions of the Contract
- meet any and all conditions set out in these terms and conditions and (where relevant) continue to satisfy them throughout the period of your registration
- register with us at the start of your Course and re-register each academic year
- undertake Disclosure and Barring Service checks if studying on a Course which mandates this or if this is otherwise required
- familiarise yourself with and adhere to the Code of Student Conduct and University Regulations and other Regulations, policies and procedures that form part of this Contract (as more fully set out at section 5.1 University Regulations, policies and procedures that apply to you), and that apply

from the time when you register with the University and as are amended from time to time by the University in accordance with section 7

- comply with any sanction or outcome validly imposed by the University against you, including but not limited to a fine
- keep the contact information relating to you provided to the University up to date and inform the University promptly of any changes to this
- be responsible for your learning and pursue your studies conscientiously, making use of the resources and opportunities made available to you, following the requirements outlined in relation to use of the library and other learning resources
- attend learning events such as, for Undergraduate and Postgraduate Taught Students, lectures, seminars and tutorials
- submit assignments on time and undertake examinations unless agreed otherwise with the University because of extenuating circumstances
- use your University email account or the relevant University virtual learning environment for communications with the University; you understand that the University will use your University email account to communicate formally with you following registration (unless the University agrees otherwise)
- take reasonable care of the health and safety of yourself and others within the University community and co-operate with the University in fulfilling its obligations regarding health and safety
- not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by the University

5.1. University Regulations, policies and procedures that apply to you

The University has in place appropriate Regulations, policies and procedures, including the Code of Student Conduct and University Regulations, to govern your programme of study and your time as an apprentice of the University. These Regulations and policies are listed in Section 2 (*Apprentice Contract*). You will also have a copy of each on the Admissions and Welcome portals.

As part of this Contract, you are required to comply with the University's Regulations, policies and procedures. We will ask you to re-acknowledge your adherence to the University's Regulations, policies and procedures upon registration and whenever you are asked to re-register (this would usually be at the start of your Course and every new academic year). You are therefore advised to read these carefully in advance of your Contract being formed (as described in Section 3.2 (*Accepting your offer and when your Contract with the University is formed*)).

We may have to update or amend our Regulations, policies and procedures during your Course, for example, in response to changed external circumstances. Section 7 (*Contract changes and Course closures*) will apply in relation to such changes. A full set of the University Regulations, policies and procedures is available on our website.

The Regulations, policies and procedures cover a range of important matters, including the circumstances in which your Contract can be suspended or terminated or where you may be required to withdraw from the University without receiving an award (please also refer to section 8, Ending or suspending the contract). These circumstances include, but are not limited to:

- a serious breach of the required standards of academic integrity and honesty
- failing to register by the published deadline at the start of your Course or within 28 days of the start date of the Course in subsequent academic years without a satisfactory reason
- failing to meet academic progress requirements as set out in the Regulations relating to Courses
- a serious breach of the University's Code of Student Conduct (5.2 below) which sets out the conduct required of students; penalties for breach of the Code can also include warnings and fines
- a serious breach of health and safety regulations, including any temporary or time-limited rules put in place in particular circumstances (for example, during a pandemic)
- an apprentice's behaviour or wellbeing continuing to cause concerns necessitating the University's duty of care to the apprentice themselves and/or to others to be considered under the University's Study and Wellbeing Intervention Policy and Procedure (5.3 below)
- a serious proven concern under the University's Fitness to Practise Procedure (see 5.4 below) for apprentices enrolled on Courses which lead to a professional qualification or involve a professional placement (e.g., health, social work or education Courses)
- failing to meet the Apprenticeship Funding Rules 2026-27 eligibility criteria
- failing to meet the requirements of any Course for which a Professional Code of Conduct applies (5.5 below)
- failing to comply with the requirements of the Student Membership and DBS policy.

Rules of Assessment

You are bound by the University's Rules of Assessment once you have completed registration. You should read the Rules of Assessment that apply for the award for which you are studying and check whether there are any additional course requirements.

The Rules of Assessment set out what you need to do to pass the modules and Course that you are taking, including:

Progress	<p>What you need to do to pass each module.</p> <p>The number of credits that you need to achieve to continue on the course.</p> <p>What you have to do to pass each year.</p> <p>How decisions will be taken about your continued progress on your course and the award of your degree or other qualification.</p>
Reassessment	<p>Any opportunities for reassessment</p> <p>What happens if you don't pass</p>
Final outcome	<p>The circumstances when you will be required to withdraw from your course.</p> <p>Whether you are entitled to an exit award.</p> <p>The criteria for achieving the final award.</p> <p>The type of award that you achieve.</p>

We require you to complete all assessments with honesty and integrity and ethical considerations. It is your responsibility to make yourself aware of the regulations governing examinations, and how to prepare your coursework correctly. These requirements are described in [our Academic Offences Procedures](#).

These Regulations, policies and procedures are governed by the requirements of the University's Charter, Statutes and Ordinances. The Ordinances include the power to revoke awards where the Senate, the University's committee with authority over academic matters, deems there to be good cause.

5.2. Code of Student Conduct

As an apprentice at the University of Essex, you are expected to behave in accordance with our [Code of Student Conduct](#). The Code sets out the standards of behaviour that we expect and the action that will be taken where behaviour falls below these standards. The Code forms part of a range of measures the University has in place to safeguard and promote a safe culture across the University community and to enable our students to realise their full potential in a safe, healthy and inclusive environment. It also requires you to comply with our [IT Acceptable Use Policy](#). In accepting a place, you agree to comply with the University's regulations, policies and procedures which include this Code of Student Conduct.

5.3. Fitness to study

As a student at the University of Essex, there may be times where your fitness to study has to be considered in accordance with our [Study and Wellbeing Intervention Policy and Procedure](#). This policy is applicable to all students/apprentices and provides a framework to support you during your studies should it appear that factors relating to your health and wellbeing are disrupting or having a detrimental impact on you or on the people around you. Under the terms of this policy, we will seek to offer reasonable support and adjustment during your studies to enable you to make your own decisions about your progress. In determining when the University should engage with you under the terms of this policy, we will consider the context, circumstances, and risk of the situation as it applies to your health and wellbeing, or the effect of your actions on other people around you. This may result in actions being taken to investigate your fitness and suitability to continue to study, which may result in you being intermitted from study, suspended or withdrawn. It will be necessary at times for us to inform your employer.

Please note that it is your decision whether to share the details of any meetings held under the University's [Study and Wellbeing Intervention Policy and Procedure](#) with your next of kin or emergency contact. We may have to do this without your consent if we have serious concerns about your welfare, in line with our Student Privacy Notice, e.g., if your health has deteriorated and you are seriously unwell/at risk of serious harm; in such instances we may also liaise with emergency services.

5.4. Fitness to practise

The Fitness to Practise Procedure is applicable to apprentices on certain professional Courses (such as Nursing) and is designed to ensure and regulate that an apprentice is suitable for engagement in the relevant profession.

If you are enrolled on one of these Courses, you are subject to the terms of our [Fitness to Practise Procedure](#). This means that you must comply with the standards of professional behaviour that have been set by professional and regulatory bodies. This information appears in apprentice handbooks.

5.5. Eligibility requirements for an Apprentice

To be eligible to be an apprentice, you must satisfy the requirements of the Department for Education Apprenticeship funding rules. These mean that you must:

- be aged 16 or older at the start of the apprenticeship
- have an eligible residency status as detailed in Annex A of the Apprenticeship Funding Rules for 2026-27
- have the right to work in England

- be able to complete the apprenticeship, including the end point assessment within the period remaining on your visa or your contract of employment if it is a fixed term contract
- not be enrolled on another funded apprenticeship or another funded further education or higher education programme at the time you start your new apprenticeship
- be employed in a full-time job (minimum of 30 hours per week) or have a signed contract to start a full-time job role, which is relevant to the apprenticeship you're applying for
- meet the qualification entry requirements of the apprenticeship standard and be able to provide original qualification certificates at enrolment
- only apply for an apprenticeship unrelated to any qualifications you hold at the same or higher level than the apprenticeship you wish to apply for; the apprenticeship being applied for must be unrelated in subject and content from any qualification already held
- not expect funding for a repeated qualification; the Department for Education will not fund apprentices who are repeating the same qualification
- not be asked to contribute financially to the direct cost of your apprenticeship fees or use a student loan to finance any apprenticeship
- over the duration of your apprenticeship, spend at least 50% of your working time in England
- Meet the eligibility criteria listed in the Department for Education funding rules for August 2026 to July 2027

6. Tuition Fees and expenses

6.1. What tuition fees are payable by you

If you take up a place on one of our apprenticeships, your tuition fees will be paid for either by your employer's apprenticeship levy payments or by co-funding from your employer and the Government. As an apprentice, you will not be subject to any tuition fees for your apprenticeship training. You may however, depending on the employment contract with your employer, be subject to expenses such as travel expenses to and from university and if required to and from your placements.

7. Contract changes and Course closures

This section should be read in conjunction with the University's [Student Protection Plan](#) (.pdf) and [Compensation and Refund Policy](#) (.pdf) which are available on our website. The Student Protection Plan covers current students/apprentices at the University as well as applicants who have entered into a contract with the University (see 3.2 Accepting your offer and when your Contract with the University is formed) and is concerned with how the University manages risk in relation to the education we deliver, and the actions that we would take if a risk to the continuation of your studies arose. The Compensation and Refund Policy sets out the steps that the University will take if it is no longer able to provide continuity of study for some or all of its students and the options open to those affected.

There are different situations in which your Contract can be changed or terminated:

Situation	Where to find relevant information
When the University might make changes to your Contract	This section
Appendix 2 in this document	Student Protection Plan
When the Contract might be terminated (by the University or by you)	Section 8 in this document Student Protection Plan

7.1. When, how and why we can make changes to the Contract and how this may impact you

Where we need to make changes to the Contract, including to our services or Courses after the Contract has been formed, we will:

- assess the potential impact of the change generally on our apprentices and applicants to determine whether it would be a major change (such as substantial changes to your Course or its award) or a minor change (such as a change to a module title)
- review the impact generally on apprentices with reference also to protected characteristics and in light of known and existing individual student circumstances, and
- follow the principles set out in this section when making the changes

The circumstances that we describe in this section (7) are not the only ones that may arise during your studies with us, but these will give you some context as to when we may need to amend the Contract (including our services and Courses). The examples set out below in section 7.2.1 and in Paragraph A of Appendix 2 provide you with illustrative examples of the reasons why changes may arise.

7.2. What type of changes may be made?

We have set out in Paragraph B of Appendix 2 some examples of changes that may be made. To help you understand what such changes may mean for you in practice, we have done this by referring to those examples using the headings 'major changes' and 'minor changes'.

We have drawn your attention specifically in section 7.2.1 below to how we would deal with changes to your Course that may cause it to be discontinued, suspended or merged.

7.2.1. Discontinuance, suspension or merger of Courses

Before the Course has started

There may be times when we:

- need to discontinue or suspend a Course
- decide not to provide a Course, or
- decide to merge or combine a Course with other courses of study

We would only take this action if we reasonably considered it to be necessary. Reasons for this may include: benefits for apprentices from the use of new teaching practices or technology; a key member of staff becoming unavailable; the teaching location becoming unavailable; being required to make changes to comply with government or regulatory requirements; accreditation being withdrawn; updates to the University's academic calendar, enhancement of the academic offer; or where the changes would be considered to be in students' overall interests.

If we take such action before your Course starts, then we will inform you using the email address provided on your application form. If you do not agree with the change, you will be entitled to cancel this Contract by written notice to the University using the contact details provided in your Offer Letter.

After the Course has started

There may also be times when we need to discontinue or suspend a Course or to merge or combine a Course with other courses after a Course has started.

If this occurs, we will take reasonable steps to seek to:

- offer you a place on an alternative course at the University (subject to place availability and subject to you complying with the requirements of admission to and enrolment on that course), or
- at your request, assist you to join another course at another provider, and

7.3. How and when we will tell you about changes to the Contract

Major changes

Based on our assessment of the potential impact of the change, we will notify you in writing about any major changes as soon as is reasonably practicable in the circumstances to consult with you on your preferred course of action according to the options available. We will aim to provide this notice to you in advance of making major changes, but this may not always be possible (e.g., if we are required to make changes at short notice to respond to a Government or regulator's direction or urgently to deal with a situation such as a security or health and safety risk or an emergency at the University).

If you do not agree with a major change that we have informed you we will make to this Contract, you will be entitled to terminate the Contract in accordance with section 8 (Ending or suspending the Contract) below.

Our [Student Protection Plan](#) (.pdf) describes some major changes that may occur and the risks of these happening and explains the actions the University would take if they came about.

Should major changes be made to your Course, or if the changes mean it would be discontinued, the University will take all reasonable steps to minimise disruption to you. We would:

- inform you of the changes as described in this sub-section 7.3
- explain the reasons for the changes
- outline the impact that the changes will have for you, and
- offer you options, with a view to avoiding as far as possible any adverse effects

Major changes that come about as a result of an Event Outside our Control (Section 10, *What the University is responsible to you for and events outside our control*) fall outside the scope of this clause (7.3). We will, nonetheless, look to minimise any adverse impacts on you.

Minor changes

When it is, in our view, reasonable and appropriate to do so, we will also notify you of minor changes that we make to the Contract, including to your Course or our services. Where possible, we will look to provide this notice to you in advance of making minor changes, but this may not always be possible (e.g., if we are required to make changes at short notice to respond to a Government or regulator's direction or to deal urgently with a situation such as a security or health and safety risk or an emergency at the University).

8. Ending or suspending the Contract

8.1. When we may terminate or suspend the Contract

During the application process

We may terminate or suspend the Contract on notice to you during the application process as a result of one or more of the following reasons:

- the University becoming aware that information you have provided to us, or which has been provided on your behalf, is untrue, inaccurate, incomplete and/or misleading and/or at any point becomes untrue, inaccurate, incomplete and/or misleading
- you failing to meet any conditions as specified in your Offer Letter
- you failing to disclose, or acquiring, a relevant criminal offence that prevents you from successfully completing a mandatory DBS check associated with your Course or studies, or the result of a DBS check being unsatisfactory in line with the Student Membership and DBS Checks Policy and Procedure
- you failing to disclose, at the point of application, that you were previously a registered student/apprentice at Essex and were subsequently excluded
- you failing to register on your Course by the deadline notified to you
- you fail to meet the Department for Education [Apprenticeship Funding Rules](#)

Once you are registered at the University

We may terminate or suspend the Contract on notice to you once you are registered at the University as a result of one or more of the following reasons:

- the University becoming aware that information you have provided to us, or which has been provided on your behalf, is untrue, inaccurate, incomplete and/or misleading and/or at any point becomes untrue, inaccurate, incomplete and/or misleading

- you seriously failing to comply with your obligations under the Contract, for example through substantial non-compliance with our Regulations, policies and procedures
- you failing to comply with the Code of Student Conduct
- you failing to comply with and/or to meet specific requirements of your Course
- your circumstances changing so that you no longer have permission to remain in the UK
- you failing to disclose, or acquiring, a relevant criminal offence that prevents you from successfully completing a mandatory DBS check associated with your Course or studies, or the result of a DBS check being unsatisfactory in line with the Student Membership and DBS Checks Policy and Procedure
- you failing to re-register on your Course by the deadline notified to you
- you failing to meet the required standard of performance or professional suitability of, and/or progression on, your Course as prescribed by academic and/or professional suitability requirements
- circumstances where your continued registration poses a serious risk to your health, safety and/or welfare, or that of others, which the University is unable to take reasonable steps to mitigate, or if your behaviour is impacting adversely on others around you, as outlined in our Study and Wellbeing Intervention Policy and Procedure and our Code of Student Conduct
- you failing to continue to meet the Department for Education [Apprenticeship Funding Rules](#)

8.2. When you may terminate or suspend the Contract

You may terminate the Contract in the following circumstances:

- where we make a major change to the Contract to your significant detriment as described in section 7 (Contract changes and Course closures) with which you do not agree, or
- where you have accepted a Firm offer with us and you decide not to study with us before your Course starts (e.g., because you take up a place at another provider), or
- where you have agreed with the University to defer your place to a later start date and you are not happy with the amended terms and conditions that apply to that later start date, or
- where you withdraw from your studies at the University

At the application stage you can terminate the contract in any of the following ways:

By email to Admissions (see template in Appendix 1)	appadm@essex.ac.uk
By declining your offer	Via the University's direct undergraduate or postgraduate application system

If you are a registered apprentice thinking of terminating your Contract with the University by withdrawing from your studies, you should seek support with this decision and also consult with your employer. There is useful information on our website.

9. The law governing your Contract and how to complain

Your Contract with the University is governed by English law. The English and Welsh courts have non-exclusive jurisdiction in respect of disputes arising out of and in connection with your Contract. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

Complaints

Once registered at the University, you can use the University's Student Concerns and Complaints procedure if you are dissatisfied.

If you are not satisfied with the outcome of your complaint, you may take it to the Office of the Independent Adjudicator at www.oiahe.org.uk or by writing to OIA, Second Floor, Abbey Gate, 57-75 Kings Road, Reading RG1 3AB.

Prior to registration, you can use the University's Admissions Complaints procedure to contact us, if you are dissatisfied, as described in our Complaints Policy for Applicants.

The rights provided to apprentices under the Contract, including the University's Regulations, policies and procedures, are in addition to the range of protections you have under consumer protection law, and do not limit your consumer rights and remedies. You are entitled to seek independent legal advice if not satisfied with any decision that is made by the University that falls under UK consumer law.

10. What the University is responsible to you for and events outside our control

Nothing in these terms and conditions will limit or exclude the University's responsibility for death or personal injury arising from our own negligence, for fraud or fraudulent misrepresentation or for any other matter for which the University is not permitted to exclude or limit its responsibility by law.

If we fail to comply with this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract, but we are not responsible for any loss or damage that is not foreseeable. Loss, damage or consequences are considered to be foreseeable if they either were an obvious consequence of our breach or if the loss, damage or consequences were contemplated by you and us at the time we entered into this Contract.

We shall not be responsible for any failure to perform or any delay in performance of any of our obligations under the Contract that is caused by an Event Outside our Control. An Event Outside our Control means any act or event beyond our reasonable control including, without limitation:

- strikes or other industrial action by third parties
- strikes, lock-outs or other industrial action by our employees where this is not as a result of a decision taken by, or action within the control of, the University
- illness of staff members
- severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease, or failure of public utilities or transport systems

Should an Event Outside our Control result in significant changes being made to the way in which we fulfil our obligations to you under the terms of this Contract (e.g., by moving teaching and/or assessment from an in-person to virtual format), we will inform you of the changes, explain the reasons for the changes, outline the impact that the changes will have for you, and offer you options, with a view to avoiding as far as possible any adverse effects.

If an Event Outside our Control takes place that affects the performance of our obligations under the Contract we will contact you as soon as reasonably possible to notify you. In such an instance, our obligations under the Contract affected by the Event Outside our Control will be suspended.

Should an Event Outside our Control interfere with our ability to deliver your Course and/or any other service, we will use reasonable endeavours to minimise the disruption caused to you.

The University does not accept responsibility for:

- any loss or damage to your property (including to vehicles and bicycles parked on campus or at other parking locations as designated by us and to personal equipment such as mobiles, tablets and laptops); you are advised to obtain relevant insurance against theft and other risks
- work submitted for assessment that is not returned
- personal injury or death except in so far as it is caused by our negligence
- loss of opportunity
- loss of income or profit, however arising

11. Intellectual Property Rights

Intellectual Property Rights (IPR) give legal recognition to the ownership of intellectual property. Some rights are automatic, but others require action in order to gain intellectual property protection.

If you generate IPR as part of your studies or research, you will own such IPR, unless:

- you have agreed otherwise in writing with the University and/or any sponsor or external collaborator for the relevant work
- you generate IPR which is jointly invented with University employees or associates (in which case you will be required to assign the IPR to the University); you will be entitled to apportioned revenue generated by that IPR, and/or
- the IPR is created through your duties as an employee of University (in which case you would be treated as a University employee for these purposes)

As protecting and commercialising IPR can be very expensive and time-consuming, the University may be willing to take on the costs associated with protecting and exploiting any student-owned IPR, provided the University believes the IPR has sufficient commercial potential and the student assigns the IPR to the University (in which case, the student would be entitled to apportioned net revenue generated by that IPR).

You should consider whether you have the right to use other parties' IPR before using associated resources in your research or studies.

12. Performance rights in lecture capture

For the avoidance of doubt, with reference to student performance, all performance rights that may accrue during the recording of lectures and other teaching events are assigned to the University under the terms of this Contract. The performance rights in any lecture are unique to that performance. With reference to student performance, all performance rights relating to lecture capture or other teaching events are assigned by students to the University.

13. Pastoral services and support

The University's student counselling service is provided by counsellors who work to recognised standards within the profession and are registered or accredited with professional bodies. The counselling service may be provided by an external partner organisation. Counselling is open to all registered students/apprentices, including those who are intermitting. The number of sessions is tailored to suit apprentice need, while retaining the principles of short-term counselling. Further information is available on our website.

Out of hours support, particularly in emergencies, can be accessed via statutory and other third-party services (such as NHS provision). Further information is available on our website.

Applicants are strongly encouraged to disclose any disability including any mental health conditions to the University's Wellbeing service at the earliest opportunity by sending an email to wellbeing@essex.ac.uk. This will greatly support you with your studies and allow any reasonable adjustments to be put in place to help you reach your full potential.

14. Other important terms

This Contract is between you and the University of Essex. No other person shall have any rights to enforce any of its terms. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. If we fail to insist that you perform any of your obligations under these terms of our Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

Appendix 1: Cancellation form

Template cancellation text

To:

I hereby give notice that I cancel my Contract for the supply of services on the [INSERT COURSE TITLE].

Offer Letter dated:

Name of individual:

Applicant/registration number:

Signature of individual:

Date:

Appendix 2: Contract changes and Course changes

A. Why: examples of reasons why we might make changes to your Contract:

This includes changes to our services and/or Courses and/or to our Regulations, policies and procedures. Events Outside our Control are outside the scope of this Appendix.

This section should be read in conjunction with the University's [Student Protection Plan](#) (.pdf), which is available on our website. The Student Protection Plan covers current students at the University as well as applicants who have entered into a contract with the University (see 3.2 Accepting your offer and when your Contract with the University is formed) and is concerned with how the University manages risk in relation to the education we deliver, and the actions that we would take if a risk to the continuation of your studies arose.

There are various circumstances under which we may need to make major or minor changes. These include:

- to reflect changes in the law and/or professional, statutory and/or regulatory body and/or UKVI requirements
- as required by government and/or regulatory requirement(s), policy and/or guidance and/or a decision of a competent court or similar body
- to comply with any requirement set by the Office for Students and/or other regulatory body and/or any funding and/or research body
- to comply with accrediting body and/or validating university requirements
- to deal with unavoidable changes in our academic and/or support staff
- to address and/or to take steps in response to a security threat
- to incorporate sector good practice and/or guidance
- in light of student feedback and/or external examiners' feedback
- to reflect material developments in academic teaching, research and/or professional standards and/or requirements

- to combine, alter or discontinue a Course in the event of insufficient numbers to make the Course viable
- in light of updates to the University's academic calendar to enhance the academic offer and better support students and staff
- in light of the withdrawal or amendment of any relevant approval, accreditation or validation
- to reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider
- to implement changes that are required to meet applicable Governmental guidance or regulations, including, without limitation, as a result of any restrictions imposed in relation to a pandemic or similar national, regional or local emergency; we may, for example, need to change delivery methods (e.g. by moving towards a greater percentage of distance learning and/or remote delivery) and make appropriate adjustments to how we provide the services to you to meet these requirements; we may need to make these changes with limited notice for reasons of health and safety or to comply with legal and/or regulatory requirements, but we will always seek to provide you with as much notice of any such changes as we can, or
- to reflect changes made by a collaborative partner providing teaching or other services and/or the requirements of a collaborative partner providing teaching or other services

B. What: examples of the types of changes that we may make:

Major Changes include (this is a non-exhaustive list of examples):

- significant changes to the way that we teach, deliver and/or assess a Course, provide pastoral support, provide supervision and academic support for Postgraduate degrees, and/or provide academic-related services; these changes could include differences in the mode used to deliver teaching or conduct assessments and examinations
- significant changes to and/or withdrawals of certain core/compulsory modules and/or compulsory placements on your Course
- changes to our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with us
- significant changes to the location and/or specification of your Course teaching facilities, which could include moving the Course to a different campus or a location that is not located near the original delivery campus

- updates to the University's academic calendar to enhance the academic offer and better support students and staff, where the impact of such updates are considered to be a major change

Minor Changes include (this is a non-exhaustive list of examples):

- reasonable changes to the timetable for delivery of your Course
- reasonable changes to the number of classes, lectures and/or other teaching activity relating to the Course
- reasonable changes to the content and/or syllabus of the Course
- changes to the location of your Course teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised by us
- additions and/or withdrawals of certain non-core or non-compulsory modules and/or placements on your Course
- changes to reading lists to deal with changes in the relevant subject area relating to your Course to ensure the same remain as up to date as possible
- changes to the order in which we deliver modules to you; this might be necessitated e.g., to move a non-practical module to a later date if there are ongoing COVID-19 or similar pandemic disruptions and restrictions in place
- reasonable changes to the provision of academic-related services (for example, a change of location of a helpdesk or a reasonable revision to service opening hours which would not impact the learning experience)
- reasonable changes to the timetable, availability or method of delivery of services

Document Control Panel

Field	Description
Title	Apprentice Terms and Conditions 2026-2027
Policy Classification	Other – Terms and Conditions
Security Classification	Open
Security Rationale	N/A
Policy Manager Role	Director of Marketing, Student Recruitment and Admissions (MSRA)
Nominated Contact	admsnr@essex.ac.uk
Responsible UoE Section	Marketing, Student Recruitment and Admissions (MSRA)
Approval Body	Executive Committee, formerly University Steering Group
Signed Off Date	19 January 2026
Publication Status	Published
Published Date	January 2026
Last Review Date	October 2025
Minimum Review Frequency	Annually
Review Date	October 2026
UoE Identifier	0273

If you require this document in an alternative format, such as braille, please contact the nominated contact at admsnr@essex.ac.uk.