

## **Apprentice Terms and Conditions 2023/24**

These terms and conditions are important and you should take time to read them and know where you can find them should you need to refer to them later on. They form the basis of the relationship between the NFTS ('the School', 'us', 'we') and apprentices ('you' or 'your') which starts when you confirm your acceptance of an offer of a place on an apprenticeship training programme, and you should read them carefully before accepting your offer. If you have any questions about them, please contact Registry at [Registry@nfts.co.uk](mailto:Registry@nfts.co.uk).

### **1. Your contract with us**

1.1 When you confirm your acceptance of an offer of a place on a course at the School, a legal contract ('the Contract') is formed between you and the School and is made up of the terms and conditions set out in your offer letter, published information about your programme on our website and the terms and conditions set out here. This contract is conditional on any conditions set out in your offer letter, and on you onboarding with the School at the start of your training.

1.2 Upon formal acceptance of an offer from the School, these Terms and Conditions will start to apply. At onboarding you will be agreeing to comply with the School's regulations, policies and procedures, as amended from time to time and notified to you. In particular the School refers you to its regulations, policies and procedures as published on its website relating to:

- [Attendance](#)
- [Data protection](#)
- [General conduct](#)
- [Bullying, harassment, racism and sexual misconduct](#)
- [Social Media](#)
- [Health and Safety](#)
- [Fitness to Study](#)
- [Use of IT facilities](#)

1.3 Please make sure that you familiarise yourself with these documents and their relevant requirements. Failure to comply could result in the School taking action against you under relevant School procedures which could lead to your place on a programme being terminated.

### **2. Our obligations to you**

2.1 As an apprentice training at the NFTS, you can expect to receive:

- On registration, an Apprentice Handbook containing information introducing your training programme, general regulations, policies and information about the services and facilities available to apprentices;

- An overview of your training programme based on the School's curriculum with an outline timetable;
- delivery of the programme by suitably qualified tutors and support staff and access to appropriate learning resources and information technology;
- learning support and guidance from your project manager and lead tutors, including an on-going review of progress;
- access to the full range of welfare and advisory services available to apprentices;
- appropriate opportunities to take part in a programme of cultural and social activities on and off site;
- You will receive a Training Plan in accordance with Education Skills Funding Agency Funding Rules (the "Funding Rules");
- opportunity to comment on the delivery of the programme and make suggestions on any aspect of the NFTS life, including through the Students' Union representatives who are members of the School's governance committees.

2.2 We welcome comments on your experience of being an apprentice at the School and look to make improvements where we can. If there is something you are unhappy with, please tell us straightway so that, if possible, we can put it right.

### **3. How we can make changes to the Contract and how this may impact you**

3.1 Whilst the School will always try and minimise making changes to the Contract (including changes to training programmes) there may be times when changes are needed. This section describes the circumstances when we can make change, as well as providing you with further information about what we will do where we look to make such changes.

#### **3.2 Changes to pre-contract information**

If any information that we may have given to you at the time you were researching the School and making an application for the training programme changes by the time we send out our offer to you, we will highlight details of those in the offer letter. Examples of changes that we may make at this stage could include the following:

- i. Changes made in response to feedback from apprentices and/or external assessors and reviewers;
- ii. Unavoidable changes in our teaching staff;
- iii. Changes that are required by law and/or as a result of a regulatory requirement that the School, as a provider of educational services, is required to comply with;
- iv. Reasonable changes to the content and teaching provided, for example because of developments in industry practice or technology or the requirements of a placement provider;
- v. Changes that are required to comply with instructions of the School's validating body;
- vi. Changes required as a result of external funding arrangements;
- vii. Changing the place where you are taught if we cannot use buildings on our site due to circumstances beyond our control, for example fire or flood.

### 3.3 Changes after you have entered into the contract with us

The School is always looking to improve and enhance apprentices' experience with us, and we will engage in dialogue with our apprentices throughout their training, as well as with our teaching staff, to seek feedback about how we can improve our delivery to apprentices'. The circumstances in 5.4 below are not the only ones that may arise during your training with us, but these will give you some context as when we may need to amend the Contract.

### 3.4 We can make changes to the Contract:

- To reflect changes in the law and/or UKVI requirements;
- As required by government policy, regulatory requirements and/or guidance (including those of the Office for Students and ESFA);
- To deal with unavoidable changes in our academic staff;
- To address and/or take steps in response to a security threat or events which pose a threat to public or national health or safety;
- To incorporate sector good practice guidance;
- In light of apprentice, employer, EPAO and/or internal or external verifier feedback
- To reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider;
- Where there is an insufficient number of students applying to the programme making running it impractical to provide a suitable student experience and/or be financially viable
- To deal with situations involving damage to the School's key teaching buildings, or damage to or loss of specialist, technical equipment;
- To ensure compliance with the Funding Rules;
- For any other valid reason.

### 3.5 The reasons above may result in a number of different changes being made by us in response, these include:

- To make additions and/or withdrawals of certain modules on your training programme;
- Reasonable changes to the timetable for delivery of your training programme;
- Reasonable changes to teaching activity relating to the training programme;
- Reasonable changes to the methods by which the training programme is delivered and/or assessed;
- Reasonable variations to the content of the programme;
- Changes to the location of your programme teaching facilities, provided that they are of equivalent quality as those advertised by us;
- Procedural changes to our Apprentice Handbook that help improve the same to your benefit.

### 3.6 We may withdraw training programmes before they have started but only in very limited circumstances including where there is an insufficient number of apprentices applying to a training programme which would mean that running it would not provide a suitable apprentice experience and/or be financially viable.

### 3.7 How we will tell you about changes to the Contract

We will notify you of any amendments through your Project Manager or Head of Department and give you as much notice as possible. If you do not agree with a major change we make to the Contract, you will be entitled to terminate the Contract. .

#### **4. Your obligation to the NFTS and your training programme**

4.1 Regular and punctual attendance and submission of work is essential, both for effective learning and the proper functioning of programmes and production projects. There may also be compulsory visits and trips that you need to do as part of your training.

You further commit to:

- Attend all learning activities/classroom requirements
- Complete and log your planned off-the-job-training activities and hours
- Review and provide evidence of acquiring new Knowledge, Skills and Behaviours through your e-portfolio
- Participate in all tripartite progress reviews
- Prepare for and complete your End Point Assessment

4.2 In general, the School operates a five-day week from 09.30-17.30 but during production periods evening and weekend work may be required, and except for health or compassionate reasons, leave of absence cannot be granted.

4.3 Although breaks are scheduled at Christmas, Easter and in the summer, apprentices may be expected to work in such breaks where the training programme demands it, in addition to the normal School sessions.

4.4 An apprentice must obtain written prior approval from their Project Manager or Head of Department for absence from the School for whatever reason.

4.5 Apprentices should contact their Head of Department, Course Leader, Project Manager or the Student Support and Wellbeing team immediately if for any reason they are unable to attend their programme. In the case of illness, a medical certificate is required after 7 working days of absence.

4.6 Repeated instances of unauthorised absence, lateness or failure to attend without good reason will be dealt with under the School's [Student Misconduct Policy](#), and may result in you being withdrawn from the School. Further details are set out in the [Student Attendance Policy](#).

#### **5. Conduct**

5.1 Apprentices are expected to abide by the [Code of Conduct](#) and treat all members of the School community with courtesy and respect, and respect others' basic rights to work and live in a safe, secure environment, free from anxiety, fear, intimidation and harassment. Anti-social behaviour or any other form of misconduct, however minor, can negatively affect the School community and disrupt the positive learning and wider experience of others. Any instances of non-academic misconduct may result in disciplinary action being taken by the School under its [Student Misconduct Policy](#) which could lead to your place on your programme being withdrawn.

5.3 Where it is clear that students have not taken due care for School equipment and resources and this results in loss or damage, students may be held responsible for any uninsured losses including insurance excesses. In cases of workshops or productions

where there may be joint responsibility for equipment and resources, the liability may be held collectively amongst the students concerned.

## **6. Immigration and eligibility**

- 6.1 If you are an apprentice from outside the UK, at the outset of the School's onboarding process you will need to provide the School with a copy of your passport and Biometric Residency Permit or other evidence of your permission to enrol on apprenticeship training at the School.
- 6.2 You will need to provide proof of residency in the UK for the three years prior to the start of the apprenticeship when we offer you a place. Please note that in certain circumstances residency in the EEA, Gibraltar or Switzerland are permitted according to the [Apprenticeship funding rules 2023-2024](#) (Paragraph 269-278).

## **7. Complaints**

- 7.1 We have an Apprenticeship Complaints Procedure that is accessible to all apprentices. Full details can be found [here](#).

If, further to your complaint, we have provided you with a 'Completion of Procedures' letter and you are still unhappy with the outcome of your complaint, you may be able to refer it to the Office of the Independent Adjudicator (OIA), or the ESFA. Full details of how the OIA works can be found here: <http://www.oiahe.org.uk/>, and how the ESFA works here: <https://www.gov.uk/complain-further-education-apprenticeship>

## **8. Termination**

- 8.1 The relationship between you and us will end and these terms and conditions will cease to apply:
- If you withdraw from the training programme, or
  - If you are required to withdraw with regards to your quality of work, attendance, conduct or attitude in accordance with our regulations, or in accordance with our misconduct procedures:
  - If you cease to satisfy the Funding Rules and/or your Apprenticeship Agreement is terminated for any reason;
- 8.2 The School may terminate its relationship with you in writing with immediate effect if:
- In our reasonable opinion you have failed to provide the School with all relevant information, or have supplied false or misleading information relating to your application for your course; or
  - Your behaviour represents a significant risk to the health, safety, or welfare of yourself or others; or
  - If your continuing registration at the School puts us in breach of any of our legal obligations to comply with UK immigration or other legal requirements.
- 8.3 If you fail to meet the conditions of our offer or if you have not already registered at the time of termination, we shall be entitled to refuse to register you on your training programme. If at the time of termination, you have enrolled, we shall be entitled to require you to stop studying on your programme and leave the School immediately.
- 8.4 On termination, you are required to return your NFTS identification card, together with all property owned by us.

## **9. Liability**

- 9.1 If we fail to comply with our obligations under this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.
- 9.2 We will not be responsible to you for any of the following, unless we have been negligent:
- Damage to or theft of vehicles and bicycles parked on School property
  - Damage to or theft of computer equipment (including infection with a computer virus)
  - Damage or theft of personal possessions
  - The loss of theft of work submitted for assessment
  - Injury arising from voluntary activity
  - Personal injury or death except if caused by the negligence of School staff
  - Loss of opportunity and loss of income or profit, however arising
  - Any loss as a result of cyber fraud
- 9.3 We do not exclude or limit in any way our liability for:
- Death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors
  - Fraud or fraudulent misrepresentation, or
  - Any other matter which we are not permitted to exclude or limit our liability by law.
- 9.4 The School will not be liable to you for any events beyond our reasonable control, or for the consequences of any events beyond our reasonable control, including but not limited to: strikes, other industrial action, staff or student illness, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, epidemic or pandemic disease, acts of God, failure of public utilities or transport systems, actions or defaults of placement providers, suppliers or sub-contractors, breakdown of plant or machinery, or national emergencies.
- 9.5 The School will always endeavour to remain open and functioning as normal to the best of its ability. In certain unforeseen circumstances which are beyond our control, the School may be forced to close some, or part of, all of its buildings, and/or to interrupt or suspend the delivery of some or all of its services and courses, for example in response to health and safety concerns.
- 9.6 In circumstances where such a closure or disruption is due to events outside of the School's control including those referred to in paragraph 11.4 above, the School cannot be held legally responsible or contractually liable to its apprentices for any resulting consequences.
- 9.7 Where at all possible, the School will take all reasonable steps to minimise disruption to its students, apprentices and staff. However, given that the safety of the School's students, apprentices and staff will always be its primary concern, this may not always be possible.



**10. Insurance**

- 10.1 The School will not insure your personal possessions and you should consider making arrangements to do so yourself if you wish to have insurance in place.

**11. Data Protection**

- 11.1 The School uses your personal data as set out in its [Data Protection Policy](#) and [Privacy Notice](#)
- 11.2 Students who have access to or otherwise process other people's data must ensure that they abide by the School's Data Protection Policy and the [IT Acceptable Use Policy](#).
- 11.3 Unless you object, information relating to your registration will be shared with our Alumni department so that we can keep in touch with you after you have left the School. More information about this is available from the [Alumni Privacy Notice](#).

**12. Intellectual property**

- 12.1 The School has an [Intellectual Property Policy](#) dealing with intellectual property created whilst you are an apprentice at the School. The School will own the copyright in any Production Works created by you as part of a programme, but not as part of your placement, that you undertake and which utilises School resources, including staff, equipment, studio space and/or funding.
- 12.2 By accepting a place at the School, you are formally accepting the School's rights of ownership and rights to use and copy as set out in its IP Policy.

**13. Governing law and jurisdiction**

- 13.1 The contract between you and the School is governed by English law. You and we both agree that the English and Welsh courts have jurisdiction over any disputes that may arise under this 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.

**14. Notices**

- 14.1 If you need to contact the School or if you need this document in an alternative format please contact the Registrar at [Registry@nfts.co.uk](mailto:Registry@nfts.co.uk)

**15. General**

- 15.1.1 In the event that the provisions of these Terms and Conditions as set out in this Contract conflict with the provisions of any of the documents listed in clause 1.2, this Contract shall prevail.