

# Manual for the End-point Assessment Service including the General Terms

Version 6.2

Last modified 25-February-2026

For external use



## Document revision history

This is version 6.2 of the Manual for the End-point Assessment Service and replaces all previous versions. It is each Customer's responsibility to ensure that all staff involved with the provision of the EPA Service, familiarise themselves with this version of the document.

This document is maintained electronically and is subject to regular revision.

Changes may also occur where External Quality Assurance bodies, or the Institute for Apprenticeships and Technical Education requires City & Guilds, the End-point Assessment Organisation to change this document to comply with their requirements or to align with best practice guidance.

### **Important notice:**

**A new manual for the Apprenticeship Assessment (Reforms) Service is currently being developed to reflect current Government reform of Apprenticeships. In the interim, this manual has been updated to provide guidance for any new Apprenticeships which may include elements of internal assessment and where the relevant terms and conditions may apply. Please refer to [Section 2.6.\(Apprenticeship Reform assessment models and applicable terms\)](#) for further details.**

Change history (v6.2, February 2026)

Version	Section	Summary of change
6.2	2. Apprenticeships (new)	Added new section 2.6 Apprenticeship Reform assessment models and applicable terms.

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# 1. Introduction to the Manual

This document is for any Customer with Apprentices enrolled on an Apprenticeship wishing to use City & Guilds' Apprenticeship Service. This means the Customer has Apprentices who:

- have completed the On-Programme learning element of an Apprenticeship;
- have met the Gateway requirements; and
- are ready to undertake the EPA.

The Manual details the processes for the EPA Service, including:

- Application, Registration and Booking;
- Assessment;
- Results and Post Results (including re-sits);
- Fees; and
- Quality assurance.

## 1.1. Definitions

Please see the [Appendix 1 – Definitions & Glossary](#), [City & Guilds EPA support](#) and [EPA Services and Products](#) below for terms and expressions, including acronyms, used in this Manual.

## 1.2. What is the EPA Service?

City & Guilds is an approved EPAO and registered on the APAR. We offer an independent EPA Service to administer a range of EPAs to City & Guilds and ILM Apprentices, as set out in a Standard or Assessment Plan.

Further information on the City & Guilds Apprenticeship offer is available at <http://www.cityandguilds.com/apprenticeships>

Further information on the ILM Apprenticeship offer is available at

<https://www.i-l-m.com/learning-and-development/management-apprenticeships>

### 1.3. City & Guilds EPA support

City & Guilds provides focused support to those using the EPA Service. The roles and responsibilities of key support teams are listed below, and contact details can be found in Appendix 2 – links and contact details.

<b>EPA Gateway team</b>	The City & Guilds team responsible for approving Gateway evidence and supporting Customers to ensure they can move to the Booking stage.
<b>EPA Event team</b>	The City & Guilds team responsible for supporting Customers with their Bookings post Gateway through to completion. This team manages Bookings for all Apprenticeship Standards (whether City & Guilds or ILM).
<b>EPA Quality Delivery team</b>	The City & Guilds team responsible for managing Applications for existing City & Guilds Centres and EPA-only Customers, including queries associated with the approval process.
<b>EPA Partnership Managers</b>	The EPA Partnership Managers are responsible for supporting Customers through the entire apprenticeship journey, helping to navigate the process of EPA, and offer advice on how best to prepare Apprentices for EPA success.
<b>Digital Solutions Managers</b>	The Digital Solutions Managers provide training and guidance to help Customers achieve their strategic goals.
<b>Customer Services team</b>	The City & Guilds or ILM team (as applicable) responsible for offering first line support on the EPA Service. These teams provide general information, support and assistance, including on queries relating to Walled Garden, EPA Pro and e-volve.
<b>Technical Advisors</b>	The City & Guilds team responsible for providing guidance and answering queries from Customers, City & Guilds Centres and Employers across all City & Guilds' industries, for EPA and On-Programme.
<b>Associate Management team</b>	The City & Guilds team responsible for the recruitment, selection, training and performance management of City & Guilds Centre Approvers (EPA), LIEPAs and IEPAs.
<b>Investigations and Compliance (“IAC”) team</b>	The City & Guilds team responsible for investigating suspected malpractice (including maladministration) within EPA.

### 1.4. City & Guilds' EPA services and products

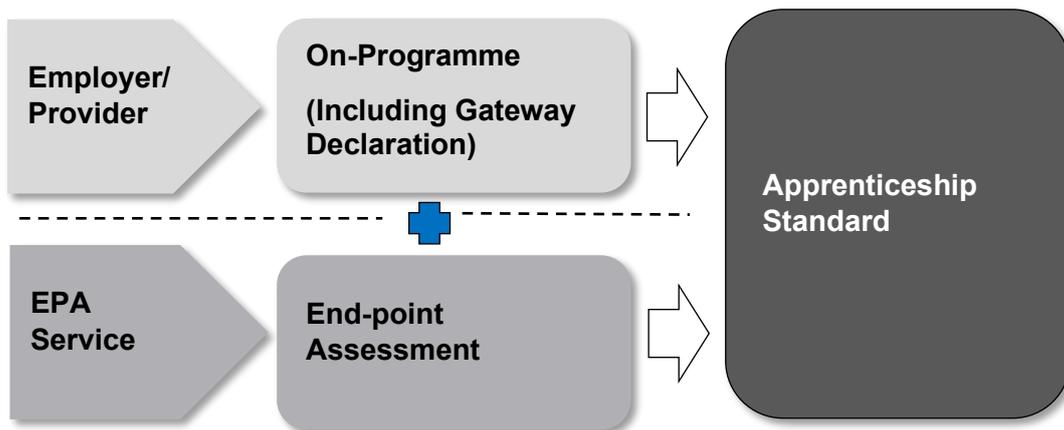
<b><u>City &amp; Guilds website</u></b>	Contains helpful and essential information to support Customers.
<b><u>ILM website</u></b>	Contains helpful and essential information to support Customers on Leadership and Management products.
<b><u>Walled Garden</u></b>	Is the City & Guilds free, secure, online administration system, developed to carry out a range of functions quickly and efficiently. For EPA, the Walled Garden system is used specifically for e-volve knowledge test Bookings and also to view report and financial information.
<b><u>EPA Pro</u></b>	Is the City & Guilds online EPA Service delivery platform, encompassing the end-to-end EPA journey from registration to results.

	The EPA Pro platform is to be used by Customers to administer EPA for their Apprentices.
<b><u>SmartScreen</u></b>	SmartScreen is the City & Guilds tutor and learner support website. It supports learners, tutors and assessors by providing specific support materials for City & Guilds' qualifications and apprenticeships. Access to SmartScreen is provided by the Customer Services team.
<b><u>E-volve</u></b>	Is the City & Guilds online exam delivery platform, enabling Customers to administer online exam delivery easily and efficiently. Bookings for e-volve knowledge tests are actioned through Walled Garden.
<b><u>EPA Product (ILM or City &amp; Guilds)</u></b>	Is the Registration and Assessment Component attached to an Apprenticeship Standard available for selection on EPA Pro.
<b><u>Product Code</u></b>	Is the specific code attached to an EPA Product.
<b><u>Quality Portal</u></b>	Is a function within Walled Garden which is used for the submission of applications for On-Programme and <i>EPA Application Forms</i> , and for the management of quality assurance activities.

## 2. Apprenticeships

Apprenticeship Standards have been designed to meet the changing needs of Employers, Providers and Apprentices.

### 2.1. Apprenticeship structure



### 2.2. The Apprenticeship Provider and Assessment Register

Any organisation that intends to deliver Apprenticeship training must be registered on the APAR.

Organisations not registered on the APAR will not be able to access ESFA levy funding to deliver Apprenticeship training. For Providers, this will apply whether their contract is with a levied Employer or a non-levied Employer.

Link:

[Apply to the APAR as an apprenticeship training provider - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

A Provider's role in delivering an Apprenticeship is providing off-the-job knowledge-based learning. Most of an Apprentice's experience will be on-the-job learning and mentoring. A Provider will also need to support the Employer in practical work-based learning to prepare Apprentices for EPA.

## 2.3. Types of providers

The three types of Providers in England are listed in the table below.

Provider types	
<b>Main Providers</b>	Are organisations that deliver On-Programme learning to levied and non-levied Employers.
<b>Employer Providers</b>	Are levied Employers who deliver On-Programme learning directly and solely to their own staff.
<b>Supporting Providers</b>	Are organisations that deliver On-Programme learning to either Main Providers or Employer Providers (and can only act as a sub-contractor to a Main Provider or Employer Provider).

### **Important notice:**

In accordance with the Apprenticeship Funding Rules, City & Guilds can only accept EPA Applications from Main or Employer Providers and where the organisation is listed on the APAR.

If Customers have any questions about the Application process before applying, then please contact the Sales team at [directsales@cityandguilds.com](mailto:directsales@cityandguilds.com).

## 2.4. EPA methods

Each Apprenticeship Standard sets out details of the assessment method contained within the EPA that the Apprentice will need to complete such as:

- externally marked examinations and knowledge test assessments;
- oral assessments;
- presentations;
- workplace observations;
- practical tasks;
- work-based tasks/projects; and
- knowledge and understanding tasks.

## 2.5. External EPA Documents

The IfATE is responsible for several documents that support the delivery and assessment of Apprenticeships. These are available at:

Link: <https://www.instituteforapprenticeships.org/Apprenticeship-standards/>

These include:

**Apprenticeship Standard** – sets out the key requirements for the Apprenticeship, including the skills, knowledge and behaviours. Apprenticeship Standards also capture the minimum duration of the Apprenticeship and any required qualifications.

**Assessment Plan** – sets out the requirements for EPA for the Apprenticeship Standard, including:

- what is required for EPA;
- what will be assessed;
- how it will be assessed;
- how the overall Apprenticeship will be graded; and
- who will carry out the EPA.

The Assessment Plan will also set out details of any qualifications (the On-Programme element) that are required to be completed before the EPA, either prior to starting or during the Apprenticeship.

## 2.6. Apprenticeship Reform assessment models and applicable terms

Our Apprenticeships can follow different assessment structures. Depending on the Apprenticeship, the assessment may be:

- External Assessment only; or
- Internal Assessment only; or
- a combination of Internal and External Assessment.

To understand which terms and conditions apply to the Apprenticeship, the following approach is used:

### 2.6.1. Apprenticeships with 100% External Assessment

These apprenticeships are covered by our EPA Terms and Conditions [Section 7 \(General Terms\)](#).

### 2.6.2. Apprenticeships with 100% Internal Assessment

These apprenticeships are covered by our [Standard Centre Contract General Terms](#).

### 2.6.3. Apprenticeships with both Internal and External Assessment

Where an Apprenticeship includes both types of assessment:

- Internal assessment elements follow our standard [Centre Contract General Terms](#); and;
- External assessment elements follow our EPA Terms and Conditions [Section 7 \(General Terms\)](#).

### 2.6.4. Understanding which terms apply

Apprenticeship documentation will detail whether the apprenticeship falls under EPA or includes internal assessment, external assessment, or a combination of both. Where both apply, the relevant terms will be applied to each assessment component.

#### Important note

Certain policies - such as cancellation charges for EPA assessment events - apply only to external assessment. These do not apply to internal assessments.

## 2.7. City & Guilds and ILM EPA Assessment Materials

City & Guilds has produced a range of assessment documents for each Apprenticeship Standard to support Customers using the EPA Service. These documents contain all the relevant information Customers and Apprentices need to prepare for and undertake an EPA.

All documents must be read in full prior to Booking an EPA. The different documents produced are detailed below:

- **Venue and Resources List** (for certain EPAs only) – details the specific resources required for an EPA. These can be found on the Apprenticeship Standards page on our website:

<https://www.cityandguilds.com/apprenticeships/emerging-standards>

- **Handbook** (for certain EPAs only) – details the: i) Apprenticeship Standard; ii) any training specifications; iii) supplementary guidance; and iv) *EPA Recording Forms*.
- **EPA Pack** – includes the: i) Apprenticeship Standard; ii) venue requirements and resources required for EPA; iii) timelines for EPA; iv) EPA tasks and guidance on grading; v) guidance for an IEPA and vi) guidance for the Customer and an Apprentice around preparing for EPA, both for the Apprenticeship Standard and for each task. **We strongly advise Customers to read the EPA Pack before registering Apprentices, to be confident they are on the right Apprenticeship Standard.**
- **EPA Recording Forms** – must be used and completed by the Customer as part of the EPA (e.g. *Gateway Declaration Form* or *Evidence Reference Form*). Guidance on how to complete the forms is also included.
- **Sample papers** - (for certain EPAs only) – are a sample of the EPA assessment papers which Customers can use with Apprentices for formative or mock papers. These include the paper, the mark scheme and a mark sheet.

Documents for the relevant Apprenticeship Standard can be found by searching the City & Guilds website ([www.cityandguilds.com](http://www.cityandguilds.com)) or ILM website ([www.i-l-m.com](http://www.i-l-m.com)) using the Product Code (i.e. 1234.56) or the title of the Apprenticeship Standard.

City & Guilds password protect City & Guilds and ILM EPA Assessment Materials and all passwords can be found on Walled Garden, in the 'Catalogue' section of the site.

These documents can also be found on our online platform, EPA Pro ([epa.cityandguilds.com](http://epa.cityandguilds.com)), in the 'Support Materials' section.

### 3. Application

To gain approval for City & Guilds' EPA Service, customers must follow a structured application process. Our dedicated EPA Quality Delivery team will review all applications, provide guidance through the process, and confirm the outcome.

Please note that City & Guilds endeavours to process and review applications within **5 (five) working days**.

City & Guilds reserves the right not to progress an application for the EPA Service at any stage of the process. Where this happens, our EPA Quality Delivery team will confirm this in writing to you.

The steps required as part of this process are set out below.

#### 3.1. Application process for new City & Guilds customers

If you are new to City & Guilds' EPA Service and wish to apply for EPA approval, then you must complete and submit an *EPA-only centre enquiry Form* to City & Guilds, available from the City & Guilds website. City & Guilds will then make contact with you to ascertain more information, and to discuss the application process in more detail.

To proceed with making an application, you will receive access to the Walled Garden, and need to complete and submit an *EPA Application Form* via the Walled Garden. The EPA Quality Delivery team will process and review your *EPA Application Form*, and will confirm the outcome to you in writing, via email. The EPA Quality Delivery team may contact you as part of this review, to discuss any queries which it has regarding your application.

Should you wish to discuss anything about the approval process in more detail, please contact the EPA Quality Delivery team.

#### 3.2. Application process for existing City & Guilds customers

If you are already an existing customer of City & Guilds' EPA Service or are a current City & Guilds Centre, then you must complete and submit an *EPA Application Form* via the Walled Garden. The EPA Quality Delivery team will process and review your *EPA Application Form*, and will confirm the outcome to you in writing, via email. The EPA Quality Delivery team may contact you as part of this review, to discuss any queries which it has regarding your application.

#### 3.3. Following acceptance

For new customers and as part of City & Guilds' onboarding process, a Digital Solution Manager will contact you to support you from point of acceptance of your application to your first Booking.

For all customers, please note that once an application has been processed and City & Guilds has confirmed its acceptance of your *EPA Application Form*, **it is your responsibility as Customer to reference in the ILR, that City & Guilds is your EPAO of choice.**

City & Guilds' EPAO ID number is EPA0008.

This is a requirement of the Apprenticeship Funding Rules, which state that Providers must accurately complete all ILR fields, even if they are not used for funding.

### 3.4. Application process for Standards with a qualification requirement

Where there is a qualification attached to the Apprenticeship Standard, organisations must be approved as City & Guilds Centres in order to gain approval for City & Guilds' EPA Service.

If you are not already an existing City & Guilds Centre, then you must apply for, and obtain, centre approval from City & Guilds before submitting your *EPA Application Form*.

For information on how to become a City & Guilds Centre, please visit the '[About centres](#)' section of the City & Guilds website for [City & Guilds qualifications](#) or the "[Become an approved centre](#)" section of the ILM website for [ILM qualifications](#).

If you are already an existing City & Guilds Centre, then you must complete and submit a *Qualification Approval Form* via the Walled Garden in order to gain approval for City & Guilds' EPA Service.

### 3.5. Centre approval for EPA

The [Ofqual definition](#) of a "centre" is "*an organisation undertaking the delivery of an assessment (and potentially other activities) to learners on behalf of an awarding organisation. Centres are typically educational institutions, training providers, or employers.*"

This definition means that if organisations will complete any of the following for an [EPA](#), then they meet Ofqual's definition of a "centre":

- invigilation or supervision of an assessment; or
- taking delivery of written question papers in advance of the assessment; or
- setting up online assessments; or
- delivering instructions to learners before the assessment commences; or
- collecting written responses to assessment and sending them to the Awarding Organisation.

Accordingly, if you will deliver an assessment as part of an EPA, and no IEPA or other City & Guilds staff/associate will be present whilst such assessment is being taken, then your organisation is a "centre", and this means City & Guilds will need to carry out additional checks as part of its application process.

### 3.6. Adding on new Apprenticeship Standards

Where a Customer would like to add one or more Apprenticeship Standard(s), then an *EPA Application Form* must be completed and submitted.

Once processed and reviewed, and if approved by City & Guilds, City & Guilds will confirm its acceptance of the application to the Customer in writing, via email.

### **3.7. The agreement**

The agreement between City & Guilds and the Customer for City & Guilds' EPA Service is made up of the following documents:

- the first *EPA Application Form*;
- each subsequent *EPA Application Form*;
- the *Manual for the EPA Service* (including the General Terms); and
- any Policy.

Completed applications can be accessed from the Quality Portal, in Walled Garden.

For legacy EPA applications which were submitted prior to the online version becoming available in Walled Garden, please contact the EPA Quality Delivery team for a copy.

### **3.8. The agreement contact**

The named person on the *EPA Application Form* is responsible for disseminating key messages to anyone within their organisation that is involved with the provision of the EPA Service.

To ensure that we can keep all Customers informed of changes or updates to the EPA Service, we need to have up to date information as to whom to communicate with.

Please contact the EPA Quality Delivery team via [EPA.Quality@cityandguilds.com](mailto:EPA.Quality@cityandguilds.com) for details on how to update our records.

### **3.9. Walled Garden**

Access to Walled Garden is provided as part of the application process to enable Customers to view and purchase each EPA Product.

### **3.10. e-volve**

Some Apprenticeship Standards require knowledge tests to be completed as part of the EPA. These are conducted using our online platform, e-volve.

If you are a new Customer, you may also have to apply for a user profile and access to e-volve. The EPA Quality Delivery team will give you information on this during the application process.

In some circumstances, such as firewall restrictions, it may not be possible for a Customer to use e-volve. In these situations, the Customer should contact the Customer Services team for assistance.

Customers who would like further information or support on e-volve when invigilating a test, please contact the Customer Services team on 01924 930 800.

For further information including details about the minimum technical requirements to run e-volve, visit: <https://www.cityandguilds.com/what-we-offer/centres/working-with-us/e-volve/e-volve-support>.

Currently, there is no annual e-volve licence fee for Customers who purchase EPA only.

### **3.11. EPA Pro access**

For new Customers, access to EPA Pro is arranged, as part of the application process.

Once the Application is accepted, the EPA Quality Delivery team will request a primary account to be setup for the EPA contact listed on the *EPA Application Form* and they will receive notification of this by email.

The primary account holder in EPA Pro is authorised to create, modify, and deactivate additional user accounts as needed. It is the Customer's responsibility to regularly review and update user permissions to comply with GDPR and safeguarding requirements, ensuring that access is promptly removed when no longer necessary.

Details on how to get started with EPA Pro, submitting Gateway and Assessment Evidence can be found on City & Guilds' dedicated '[EPA Service](#)' page. In addition, on EPA Pro, within the 'Support Materials' section, there is an 'EPA Pro User Help' area which contains the 'EPA Pro Manual' and other useful support resources.

## 4. The EPA Service

The Application process for new and existing Customers onto EPA Pro is detailed in [Section 3 \(Application\)](#).

The Digital Solutions Managers are on hand to support Customers new to EPA Pro. Customers can contact the team at [digitalsupport@cityandguilds.com](mailto:digitalsupport@cityandguilds.com) for training, guidance and support on the functionality of EPA Pro, once the Application has been accepted.

### 4.1. Registration

Registration for EPA Pro Customers takes place directly in EPA Pro, and Apprentices will gain immediate access to support materials upon registration.

Registrations must only be made by the Customer and cannot be made by sub-contractors. If an Employer has previously used a sub-contractor to Register/Book Apprentices for EPA with City & Guilds, future booking must be discussed with the City & Guilds Sales team.

Should your Apprentice wish to receive a complementary *Digital Credential* on successful completion of their EPA, then as part of the Registration process, please ensure that their personal email address is added to the Apprentice's registration record. This will allow us to issue the *Digital Credential* directly to them. Please refer to [Section 7 \(General Terms\)](#) and City & Guilds' *Apprentice Privacy Policy* for information on how City & Guilds may use Apprentices' personal data for the purpose of issuing Apprentices with *Digital Credentials*.

### 4.2. Gateway

The Gateway process takes place in EPA Pro and Customers are expected to begin this process approximately **2 (two) months** before the planned EPA.

Gateway is when the Employer, Provider and Apprentice confirms and agrees that the Apprentice will have met the required level of skills, knowledge and behaviour by the time they take their EPA. At this point, the Apprentice should complete the *Gateway Declaration Form* ready to upload as part of the Gateway process, which is accessed within the support resources on EPA Pro.

It is the Customer's responsibility to provide City & Guilds with the ULN, and the Employer details to ensure all information used to register an Apprentice is correct, as part of Gateway.

Customers will be presented with the individual Gateway components and an area to upload any required Gateway Evidence needed for the component. Customers must:

- read and electronically sign a declaration on behalf of the Employer and Provider;
- upload the signed and dated Apprentice *Gateway Declaration Form* to EPA Pro;
- subject to the Apprenticeship Standard, provide additional documentation (i.e. Diploma or certificate showing full qualification achievement, to demonstrate that the Apprentices can progress to undertake their EPA);
- respond to the questions listed in the Questions tab; and
- ensure a quality assurance process is in place to check that the correct documentation is uploaded.

Failure to complete the above may result in a delay to the processing of the Gateway approval stage.

The Gateway team will review the submitted Gateway Evidence within **3 (three) working days** and either approve or reject it with feedback on what changes are required. Please check the relevant EPA Pack for details for specific Gateway requirements, if you are unsure.

The Apprentice cannot sit any part of the EPA until the relevant Gateway requirements have been met. This includes any knowledge test, which should not be Booked in advance of Gateway approval. **This is an IfATE requirement**. It is also a regulatory requirement of Ofqual that EPAOs must take all reasonable steps to satisfy itself that each apprentice has met all Gateway requirement before to taking an assessment for their EPA.

If a mandatory qualification is included in the Apprenticeship Standard, the results will need to be presented as part of Gateway Evidence. We recommend contacting the EPA Quality Delivery team at least **3 (three) months** in advance of anticipated Gateway to arrange the EQA activity, if you do not have direct claim status.

### **4.3. Recognition of prior learning or achievement**

Recognition of prior learning (RPL) is recognition of a candidate's previous non-certificated learning. Recognition of prior achievement (RPA) is a process which makes use of previously certificated achievements.

Providers may be able to make a request where an Apprentice needs to be transferred to City & Guilds part way through their Apprenticeship, for example because they've moved to a different Provider. The decision will be based on:

- whether or not the specific knowledge, skills and behaviours are transferable; and
- the requirements for that specific EPA.

### **4.4. Access arrangements**

Access Arrangements allow people to show what they know and can do without changing the demands of the assessment. For example, through the use of readers, scribes and Braille question papers. Access Arrangements are agreed before an EPA. They allow Apprentices with special educational needs, disabilities or temporary injuries to access the assessment.

For any Customer who wishes to apply to City & Guilds for Access Arrangements (including reasonable adjustments) or special consideration for their Apprentices, full details can be found in City & Guilds' dedicated [Centre Document Library](#), under the 'Access Arrangements' section.

#### **4.4.1. Projects and portfolios**

For any projects or portfolios completed over a significant period of time, Customers should:

- allow the Apprentice to use their normal way of working (either in the workplace or any on-programme qualifications. For example, using any assistive software they normally use when reading or writing;

- consider different forms of evidence permitted by the EPA. For portfolios in particular, a wide range of types of evidence can usually be permitted. The types of evidence selected can be tailored to the Apprentice's strengths;
- note that a word processor, with spell check, can be used by all Apprentices; and
- note that approval for Extra time is only required where work is completed under timed conditions (i.e. a specific number of hours and minutes, completed under supervision).

You do not need to apply for reasonable adjustments on EPA Pro if the Apprentice only needs Access Arrangements for a project or a portfolio.

#### 4.4.2. Knowledge tests

If the Apprentice only needs Access Arrangements for the knowledge test, you must apply for approval for the following Access Arrangements on the Walled Garden for:

- extra time (including 25%);
- a practical assistant;
- a reader / computer reader; or
- a scribe (including speech recognition technology).

For modified question papers, including modified enlarged and Braille, please complete the online form, [Request for modified question papers](#), within the [Centre document library](#).

#### 4.4.3. Other Assessment Components

This includes any Assessment Component where City & Guilds is organising an EPA Event, for example professional discussions, interviews, presentations and practical assessments/ observations. For these Assessment Components, you must apply for reasonable adjustments on EPA Pro.

Guidance is given below:

Access Arrangements	Guidance
Extra time	<ul style="list-style-type: none"> <li>• Only applicable where EPA is timed. In some cases, there is some flexibility in the duration, extra time should be added to this, as well as the standard assessment time.</li> <li>• Not permitted where the Apprentice is being assessed on how quickly they complete tasks.</li> </ul>
Practical assistant	<ul style="list-style-type: none"> <li>• Cannot usually be used in practical assessments, please contact City &amp; Guilds for more information.</li> </ul>
Pre-recorded presentation	<ul style="list-style-type: none"> <li>• Can be permitted where there is evidence to show the Apprentice would be at significant disadvantage without this arrangement and that this is due to a disability.</li> <li>• City &amp; Guilds will ask for evidence to support any requests.</li> </ul>
Prompter	<ul style="list-style-type: none"> <li>• Designed for if the Apprentice has persistent distractibility or significant difficulty in concentrating, a prompter can help to keep them focused.</li> <li>• No evidence is needed to support the arrangement.</li> </ul>
Supervised rest breaks	<ul style="list-style-type: none"> <li>• Different to extra time. Rest breaks do not come out of the assessment time.</li> </ul>

- There is no limit on the time permitted for rest breaks, but the Apprentice must remain under supervision. However, in order for the EPA to run smoothly, Customers should provide timings for rest breaks in advance.

## 4.5. EPA planning

To move Apprentices along their EPA journey, Customers will be able to:

- arrange a Planning Meeting if it's a mandatory requirement as set out in the Assessment Plan; or if it's the preferred option for the Apprentice (this is only available for some Apprenticeship Standards, and is visible in the 'Gateway Question' section within EPA Pro); or
- progress their Apprentice straight to the EPA Assessment Bookings.

All IEPAs have provided a short introductory summary called an IEPA Bio which will be shared in advance of any Planning Meetings or EPA. All Customers will receive a link to the IEPA Bio within their Booking confirmation. This can then be shared with the Apprentice ahead of their Planning Meeting or EPA.

### 4.5.1. Arrange a Planning Meeting

If a Customer would like to arrange a Planning Meeting, then they must:

- complete the EPA Event Gateway Questions on EPA Pro, as part of the Gateway EPA process; and
- provide three potential Planning Meeting dates and confirm the names of any attendees whose attendance is required.

The EPA Event team will Book the Planning Meeting for one of the requested dates with an IEPA within **10 (ten) working days** once the Apprentice has passed Gateway.

The Apprentice, Provider and Employer will be invited (as appropriate) to a virtual meeting with the IEPA, where all stakeholders will agree the sequencing and the most convenient dates for the Assessment Components.

Whilst the Planning Meeting is an opportunity for the Apprentice to meet their IEPA, the IEPA can only support on:

- scheduling the Planning Meeting with key stakeholders;
- agreeing the best order of the Assessment Components, in line with the requirements of the Apprenticeship Standard;
- confirming when, where and how Assessment Components will take place, including any special arrangements (e.g. extended time or additional support arrangements);
- discussing and confirming the attendees to be present at the EPA; and
- reminding an Apprentice to bring along their photographic ID for all virtual and face-to-face assessments.

During the Planning Meeting, the Customer must re-confirm who the EPA Event Contact will be in respect of physical location, based on the responses in Section 4 - EPA Event Booking 'Questions', on EPA Pro. The EPA Event Contact will be responsible for:

- ensuring that all arrangements are in place for each Apprentice, in advance of the EPA taking place; and
- informing the IEPA/LIEPA of any fire evacuation procedures, health and safety procedures and how to report any incidents which may occur in line with the Customer's policies and procedures.

Following the Planning Meeting and dates being confirmed with all stakeholders, invitation emails will be issued from EPA Pro for each Assessment Component, with the date/time of when each will take place and if required, the online meeting link(s) will be provided.

Please note if an online meeting link is required, it will be included in the first *Assessment Component Invitation* for that day.

The Apprentice can access their EPA Event Date(s) in their own personal calendar, in EPA Pro.

Any requests to reschedule an EPA received after the details have been finalised **may** incur a Charge in accordance with Section 5 (Fees, Charging Points and Cancellations), paragraph 5.4. City & Guilds **may** also levy a Charge in the event of cancellation of an EPA in accordance with Section 5 (Fees, Charging Points and Cancellations), paragraph 5.4.

Please note that the Planning Meeting can go ahead with only one attendee (plus the IEPA) present – this can be the Provider, the Apprentice or the Employer. If only the Apprentice is present, the Planning Meeting can still proceed.

A second Planning Meeting can only be organised in exceptional circumstances.

#### **4.5.2. Proceed to the EPA (no Planning Meeting)**

Where a Planning Meeting is an optional requirement customers can request their EPA Event Date by completing the Gateway Questions on EPA Pro. This will then be Booked by the EPA Event team with an available IEPA. In instances where there is no available IEPA, the EPA Event team will work with the Customer to arrange a suitable alternative EPA Event Date.

For Apprenticeship Standards that require a Project Proposal review or a Presentation/Project title to be issued, a proposed Assessment Meeting date should be included at the Gateway stage to enable to EPA Event Team to Book the EPA with an available IEPA).

Customers who opt for their Apprentice to proceed straight to EPA, invitation emails will be issued from EPA Pro, with the date/time of when each Assessment Component will take place and if required, the on-line meeting link(s) will be provided.

Customers must notify the EPA Event Team of any additional arrangements as well as the IEPA, as these can be missed if a Planning Meeting does not take place.

## 4.6. Rescheduling an EPA for an Apprentice or replacing the Apprentice for an EPA

City & Guilds understands that on occasion, rather than cancel an EPA, it may be desirable for an EPA for an Apprentice to be rescheduled or for the Apprentice for an EPA to be replaced.

### 4.6.1. Rescheduling an EPA for an Apprentice on Customer request

If the Customer wishes to reschedule an EPA for an Apprentice at any time, the Customer must contact the EPA Events team.

City & Guilds will work with the Customer to reschedule the original EPA Event Date, provided that the following conditions for rescheduling an EPA on Customer request are met:

- all of the Gateway Evidence is in place at the time of the Customer's making the request;
- City & Guilds has sufficient IEPA capacity to carry out the EPA on an alternative EPA Event Date; and
- an alternative EPA Event Date provides sufficient time for an IEPA to review and assess any Assessment Evidence (usually **10 (ten) working days**) prior to the EPA being carried out.

If the conditions for rescheduling an EPA on Customer request are met, City & Guilds will agree with the Customer to the EPA's rescheduling, but City & Guilds **may** levy a Charge in accordance with Section 5 (Fees, Charging Points and Cancellations), paragraph 5.4.

If however the conditions for rescheduling an EPA on Customer request are **not** met, then except where City & Guilds agrees with the Customer to proceed with the original EPA Event Date, City & Guilds shall cancel the EPA and, upon its cancellation, City & Guilds **may** also levy a Charge in accordance with Section 5 (Fees, Charging Points and Cancellations), paragraph 5.4.

Please note that where the Customer's reason for requesting to reschedule an EPA for an Apprentice is due to unforeseen circumstances having arisen (e.g. venue closure):

- it is the Customer's responsibility to notify the EPA Event team as soon as possible, in the form of a request to reschedule the EPA; and
- the Customer must provide City & Guilds with a written statement (including supporting documentation where possible) detailing the reason for the request.

### 4.6.2. Replacing an Apprentice for an EPA on Customer request

If the Customer wishes to replace an Apprentice for an EPA at any time, the Customer must contact the EPA Events team.

City & Guilds will work with the Customer to replace the Apprentice, provided that the following conditions for replacing an Apprentice on Customer request are met:

- the Customer makes the request no later than **3 (three) weeks** prior to the EPA Event Date;
- a replacement Apprentice proposed by the Customer is able to attend the EPA as per the existing Booking arrangements (i.e. venue, date and time); and

- all of the Gateway requirements for the replacement Apprentice proposed by the Customer have been met and confirmed by the EPA Gateway team at the time of the Customer's making the request.

If the conditions for replacing an Apprentice on Customer request are met, City & Guilds will agree with the Customer to the Apprentice's being replaced, but City & Guilds **may** levy a Charge in accordance with Section 5 (Fees, Charging Points and Cancellations), paragraph 5.4.

If however the conditions for replacing an Apprentice on Customer request are **not** met, then except where City & Guilds agrees otherwise at its discretion to proceed with a replacement Apprentice (in which case City & Guilds **may** levy a Charge), City & Guilds shall cancel the EPA and, upon its cancellation, City & Guilds **may** also levy a Charge in accordance with Section 5 (Fees, Charging Points and Cancellations), paragraph 5.4.

#### **4.6.3. Rescheduling an EPA for an Apprentice on City & Guilds request**

City & Guilds may need to reschedule an EPA for an Apprentice on occasion where unforeseen circumstances arise affecting an IEPA. These include (this is not an exhaustive list) where an IEPA becomes ill or suffers a vehicle break down.

Where unforeseen circumstances have arisen affecting an IEPA, City & Guilds will, where possible (depending on the location, date and time of the EPA and availability of alternative IEPAs), allocate an alternative IEPA to the EPA to enable the EPA to continue on the EPA Event Date, before determining that the EPA needs to be rescheduled.

If however City & Guilds needs to reschedule an EPA for an Apprentice at any time, then City & Guilds will:

- inform the Customer of the need to reschedule the original EPA Event Date; and
- provide the Customer with alternative EPA Event Dates which the Customer may accept.

If the Customer wishes to reschedule the EPA to an alternative EPA Event Date, City & Guilds and the Customer will agree to the EPA's rescheduling to the alternative EPA Event Date.

If however the Customer does not wish to reschedule the EPA to an alternative EPA Event Date, then City & Guilds shall cancel the EPA and, upon its cancellation, City & Guilds **will** refund any Fee already paid by the Customer in relation to the EPA.

## **4.7. Knowledge tests**

Knowledge tests are delivered through e-volve. It is the Customer's responsibility to prepare the Apprentice for any knowledge tests. Before each test, the Customer must ensure the Apprentice:

- is suitably prepared for the test (and has completed a navigation test where required); and
- has all the required equipment and materials.

### 4.7.1. Booking requirements

Knowledge tests on e-volve must **not** be Booked before the Gateway submission has been approved.

Following Gateway approval, for standards that include a Planning Meeting, the knowledge tests can be booked and taken beforehand. However, Customers are encouraged to wait for the Planning Meeting if they are unsure whether the e-volve test is the first Assessment Component.

The e-volve assessment must be scheduled in the Walled Garden at least **5 (five) working days** prior to the EPA Event Date, and can be sat on the scheduled date or up to **30 (thirty) days** after.

The test could become null and void if completed outside the allowed window. Customers are reminded to check the requirements for the Apprenticeship Standard, as in most cases, the knowledge test must be passed before other Assessment Components can take place. Please refer to the EPA Pack for further information.

#### Important notice

Please note in line with the Apprenticeship Funding Rules, no component of an EPA, including any knowledge tests, can be taken:

- before the minimum duration of **12 (twelve) months** from the start date on the ILR has been met;
- before the Gateway requirements have been satisfied; and
- before the Employer (in consultation with the Main Provider) is content that the Apprentice has attained sufficient skills, knowledge and behaviours to successfully complete the apprenticeship.

Where a Customer arranges a knowledge test before meeting all the above, the test Booking will be cancelled from our systems and the Customer will be required to reschedule a new knowledge test. **This will not incur a Charge.**

Where an Apprentice undertakes a knowledge test before meeting the above, the result cannot be used toward the final EPA grade. The result will be cancelled from our systems and the Customer will be required to reschedule a new knowledge test. **This will incur a Charge.**

City & Guilds must ensure that its Customers take all reasonable steps to meet the above requirements so that City & Guilds meets its obligations as an EPAO under the APAR Conditions of Acceptance and regulatory requirements.

Therefore, where Customers continually fail to meet these requirements, City & Guilds reserves the right to take further action which could ultimately lead to the withdrawal of access to that Apprenticeship Standard within EPA Pro or termination of the Agreement.

### 4.7.2. The Remote Invigilation Service

Our Remote Invigilation Service allows tests on e-volve to be taken from home or the workplace. The Customer must check the Apprentice has access to equipment that meets the minimum technical requirements. These technical checks should have taken place before the test date to ensure access is possible.

Please see the [Remote Invigilation page](#) on our website for more information.

## 4.8. Assessment evidence

The Customer must submit the Assessment Evidence to the timelines agreed in the Assessment Pack. A notification will be issued from EPA Pro when the Assessment Evidence is due to be uploaded.

It is the Customer's responsibility to ensure that Assessment Evidence:

- is made available to City & Guilds in EPA Pro; and
- meets the Assessment Evidence requirements (refer to the EPA Assessment Pack).

Failure to comply, may result in the delay of the EPA.

If the Assessment Evidence is not visible by the agreed date which is generally **10 (ten) working days** before the Assessment Component is planned, then the EPA Event team will follow this up, using the Customer's contact details in EPA Pro.

If **5 (five) working days** before the EPA, the Assessment Evidence is still not available, then the EPA Event team will cancel the Assessment Component event and City & Guilds **will** levy a Charge in accordance with Section 5 (Fees, Charging Points and Cancellations), paragraph 5.4.

The EPA will then be rescheduled subject to IEPA availability and dates from the Customer.

Customers are reminded that links to sites such as WeTransfer, Dropbox or links to their own secure website/storage locations are not accepted. The Assessment Evidence must be the actual pieces of evidence, as completed by the Apprentice, which covers the assessment criteria to demonstrate how the knowledge, skills and behaviours are being met.

It is therefore imperative for Customers to quality assure that all Assessment Evidence needed to demonstrate the criterion has been met and is uploaded to EPA Pro. (A list of acceptable file formats can be found on Pro under: "*Support Materials/Gateway Support/Supported File Types in EPA Pro*").

It is the Customer's responsibility to ensure that Assessment Evidence uploaded onto EPA Pro meets the following requirements:

- it includes an evidence matrix or referencing document (e.g. index);
- it is properly referenced and has been double checked for errors within the referencing document or matrix;
- it is for all criteria in the Apprenticeship Standard and there are no gaps within the Assessment Evidence;
- the number of pieces of Assessment Evidence uploaded is not excessive and follows specific Apprenticeship Standard guidelines;
- it includes the mandatory *EPA Recording Form*;
- any recordings (e.g. MP3/4) included are a maximum of **30 (thirty) minutes** in length, are not excessive, and the assessment criteria being covered is time stamped and documented on the evidence matrix or referencing document;
- all embedded documents uploaded are accessible; and
- the maximum size of a file uploaded **does not exceed 250MB.**

Where evidence does not meet the above requirements, then the EPA Event team will contact the Customer via an *Evidence Return Form* to advise the reason(s) for returning the Assessment Evidence and what corrective action(s) are required.

It is the Customer's responsibility to amend the Assessment Evidence into the appropriate Assessment Component, when instructed to, by the EPA Event team within **2 (two) working days**.

In addition, it is the Customer's responsibility to ensure that all Assessment Evidence is thoroughly checked for any signs of plagiarism and to identify any other suspected malpractice before uploading to EPA Pro.

Any plagiarism or other suspected malpractice identified within the Assessment Evidence prior to the EPA could result in the EPA being postponed whilst investigations are conducted.

Please note that where plagiarism or other malpractice is found, this will result in a delay to the result being issued.

## 4.9. EPA site

An EPA may take place at either the Employer or Provider's premises, as set out in the Assessment Plan.

For face-to-face Apprenticeship Standards the Customer must state the EPA Address & Postcode when prompted in the Gateway Questions on EPA Pro. This will be the agreed EPA site unless the Customer contacts the EPA Event team to inform them otherwise in advance of the EPA.

The Customer must ensure that:

- the EPA Site and all relevant equipment and resources (including a fit for purpose wi-fi connection) are available, suitable and accessible for the EPA;
- the EPA Site and any relevant equipment and resources as specified in the relevant Venues and Resources list, meets any requirements relevant for the EPA, such as health and safety and technical requirements;
- there is an EPA Event Contact who will be responsible for ensuring that all arrangements are in place for each Apprentice, in advance of the EPA taking place.
- the EPA Event Contact informs the IEPA/LIEPA of any fire evacuation procedures, health and safety procedures and how to report any incidents which may occur in line with the Customer's policies and procedures;
- suitable signage is used to indicate that a room is being used for assessment to avoid interruptions;
- that any staff not stated on the *Assessment Component Invitations* as a confirmed representative, outside of Access Arrangements, leaves before or as the EPA starts;
- that there are no distractions during the EPA; and
- (if it is a requirement of the Apprenticeship Standard) a representative of the Employer is available for the EPA.

The Customer must also ensure the Employer has a good understanding of what is required of them and their staff whilst hosting an EPA at their venue.

Barriers should not be put in place by on-site staff, which will prevent the IEPA from carrying the EPA. Where this does occur, the IEPA will contact the EPA Event team and a decision will be made as to whether the EPA will continue.

## 4.10. Remote assessment

City & Guilds uses web conferencing to conduct assessment (remote assessment delivery) where appropriate. This means that the IEPA and the Apprentice do not have to be in the same physical location when assessment takes place. The IEPA must ensure that:

- the Apprentice's work is their own; and
- the EPA is completed under the right conditions.

Please note, remote assessment does not cover the independent completion of tasks, projects or other work, without the direct observation by an IEPA.

The EPA Event team will share a unique link with the Apprentice at the earliest convenience, or no later than **1 (one) week** from the date of the EPA, alongside a copy of the *Apprentice EPA Preparation Guide* which contains technical support information. The link will allow the Apprentice to access their remote EPA session on the day.

The Customer must ensure that the Apprentice checks EPA Pro for the details relating to their EPA and should be signposted to the *On the Day Apprentice Checklist* which is available within the support materials on EPA Pro.

It is the Customer's responsibility to:

- check that its in-house systems and any firewalls are compatible before the EPA;
- check that the wi-fi connection where the Assessment Component will take place is tested in advance of the EPA Event Date;
- ensure assessments are conducted using a suitable device (whether a smartphone, a tablet (e.g. i-pad) or laptop/desktop). The device must have video capability.
- make certain that the EPA takes place in a room where the Apprentice is free from distraction and does not have access to any outside help (whether on the Provider's or Employer's premises);
- refrain from using rooms which would require urgent access, in the case of an emergency (e.g. surgery room);
- ensure that only an authorised representative, as confirmed during the Planning Meeting, remains in the room during the EPA;
- ensure that suitable signage is displayed to indicate to others that the room is being used for assessment; and
- have an EPA Event Contact who will be responsible for ensuring that all arrangements are in place for each Apprentice before the EPA takes place.

On the day of the online meeting, the Apprentice must log into the system **10 (ten) minutes** before the agreed start time.

If the Apprentice is not in attendance by the start time specified and the EPA Event team have been unable to reach the EPA Event Contact to ascertain the reason(s) why the Apprentice has been unable to join after **15 (fifteen) minutes** from the start time, then the EPA Event team will cancel the EPA and City & Guilds **will** levy a Charge in accordance with Section 5 (Fees, Charging Points and Cancellations), paragraph 5.4.

All remote assessments are recorded for quality assurance purposes and may also be used for training and standardisation. Apprentices should be informed of this prior to the session.

Apprentices should also be made aware that they must not record any part of their EPA.

## 4.11. Invigilation requirements

Customers must keep signed records of the seating plan, the invigilation arrangements and copies of the attendance registers for each examination. We may need to refer to these records.

Customers must keep them until the final overarching *Statement of Achievement* has been received or until any appeal, malpractice or other results enquiry has been completed, whichever is later.

## 4.12. Environment check

The IEPA may request to carry out an environment check to ensure the Apprentice does not have access to any unauthorised materials. The IEPA will ask the Apprentice to scan the room, until they are satisfied the whole room has been covered. This should include checking:

- the area behind monitor and under the desk;
- for any sort of audio device that the candidate is wearing (hearing aids are permitted);
- the area around the computer is clear; and
- any scrap paper is blank.

Please be aware that at any point during the EPA, the IEPA may halt the assessment and ask the Apprentice to provide further reassurance that the assessment environment has not been compromised. It is important that the Customer makes the Apprentice aware of this in advance of their assessment.

## 4.13. Responsibility of the IEPA

On the day of the EPA, before any EPA can take place, the IEPA will:

- check that the Apprentice is present on the date/time of EPA;
- check the Apprentice's valid photographic ID;
- check that the location where the EPA is to be carried out, is safe;
- carry out an environment check; and
- check that application of any Access Arrangements has been granted by City & Guilds.

Dependent upon the Apprenticeship Standard, the IEPA may be required to gather additional digital evidence (i.e. photographic or audio) of the EPA to supplement their written observations or account of the Apprentice's performance.

Where photographic evidence is required, the IEPA will make certain that only a minimum number of photographs are taken, which clearly show specific aspects of the EPA. For example, using certain angles to shield the identity of the client/model.

City & Guilds will store these images on EPA Pro for a maximum of **6 (six) years**. After this period, the images will be deleted.

The IEPA will not confirm results at the end of the EPA.

#### 4.14. Responsibility of the customer

The Customer must ensure that Apprentices:

- understand the EPA process;
- understand what is required of them (including the mandatory requirement to produce valid photographic ID on the date of the EPA);
- have access to any equipment and resources required to carry out the EPA;
- have access to equipment which must meet Health & Safety requirements;
- are fully aware that they must not record any part of their EPA; and
- are aware of the EPA Booking details.

Where the use of clients/models is required, it is the Customer's responsibility to ensure that written consent has been obtained, in advance of the EPA.

#### 4.15. Attendees at the EPA

In exceptional circumstances and in line with Access Arrangements, a Customer may request the attendance of a representative such as the Apprentice's line manager, outside of the Assessment Plan requirements.

The representative must be fully aware that their presence must not be a distraction to the Apprentice, nor prevent the IEPA from carrying out the EPA.

These arrangements must be agreed with the IEPA and EPA Event Team, at the time of Planning Meeting and confirmed on the *Assessment Component Invitations*. If a Planning Meeting does not take place, then the Customer must confirm the arrangements with the EPA Event team.

#### 4.16. Review panels

Some Assessment Plans require that part of the EPA includes a review panel. A review panel is comprised of representative(s) from the Employer, and/or third party organisations (e.g. IfATE). The review panel is chaired by the IEPA.

The Customer must:

- agree arrangements for the attendance of an Employer's representative for the review panel, if required in the Assessment Plan;
- ensure that the Employer's representatives have no conflicts of interest (e.g. close or familial relationship);
- ensure that the Employer's representatives have been briefed regarding any specific Access Arrangements;
- ensure that the Employer's representatives have been provided with guidance on their responsibilities as a panel member; and
- provide the IEPA with the identity of the representatives at the point of the Planning Meeting, or with the EPA Event team if not a Planning Meeting is not arranged.

## 4.17. EPA results and certification

Depending on the Apprenticeship Standard, results will either be issued on a per Assessment Component basis - will be shown on EPA Pro **7 (seven) working days** after the Assessment Component **OR** on a summative basis and all Assessment Component results will be issued together after all Assessment Components have been graded. These will show as “pending” whilst being quality assured by the LIEPA.

**7 (seven) working days** after the last Assessment Component has taken place, Customers will receive the overall grade.

A *Statement of Achievement* is issued by City & Guilds for each individual Assessment Component of an EPA and in a final overarching version, listing all Assessment Components, at the end of the EPA. City & Guilds will also issue a *Digital Credential* to all Apprentices who successfully complete their EPA. Apprentices will also receive an email containing a *Record of Achievement* listing all Assessment Components, as confirmation of completion of their EPA with City & Guilds, **14 (fourteen) working days** after their results are available on EPA Pro. Please note that neither a *Statement of Achievement*, *Record of Achievement* or *Digital Credential* is an overall result for an Apprentice’s Apprenticeship, nor an Apprenticeship Completion Certificate, which can only be issued by the ESFA once City & Guilds has submitted an Apprentice’s final results to the ESFA and where the ESFA deems appropriate.

Successful Apprentices will receive meaningful feedback that covers the knowledge, skills and behaviours for each Apprenticeship Standard to show where and why learning aims have or have not been achieved. This approach is to ensure that we are providing you with valid, reliable and consistent information that you and your apprentices need to enable continuous improvement for the next step in their learning journey.

For Apprentices who do not complete their EPA, City & Guilds will issue formal notification and feedback so that the Customer can work with the Apprentice on the area(s) where they did not meet the assessment criteria.

Upon publication of the results in EPA Pro, the Customer must then record the outcome and date of the final Assessment Component in the ILR and submit this to the ESFA. EPA Event Dates and grades attained are available in EPA Pro.

City & Guilds will submit final grades to the ESFA to request the issue of the *Apprenticeship Completion Certificate* within **20 (twenty) working days** of the final results being published in EPA Pro.

Please note, the issue of *Apprenticeship Completion Certificates* will be delayed if the information in the ILR does not match our records, or the EPA outcome has not been recorded by the Customer when we attempt the claim.

The ESFA will send the *Apprenticeship Completion Certificates* directly to the Employer.

## 4.18. Review of results and appeals

City & Guilds’ EPA Service will ensure that all assessment decisions are fair, consistent and based on valid judgement.

If an Apprentice is unhappy with the outcome of their EPA, the Customer can request a review of results on their behalf. This means that an IEPA who has had no prior involvement with the EPA will review the original IEPA's assessment decisions and correct any errors that are identified.

Following a review of results, if an Apprentice is still not satisfied, then an appeal can be made on their behalf by the Customer, to identify if the correct processes, procedures and policies were followed during the review. An appeal cannot be requested, until the review process has been completed.

For further details regarding these services, including timelines and fees, please refer to the *Post-results Services Policy*, available from the 'Our policies and how to request a review of results' section in City & Guilds' dedicated EPA Document Library.

#### **4.19. Resits/Retakes**

If a Resit/Retake is required for a failed Assessment Component, the Customer must email the EPA Event team at EPA@cityandguilds.com to arrange a new date. Please check the appropriate EPA Pack for rules around Resits/Retakes for the Apprenticeship Standard.

Customers may contact Customer Support (via EPA@cityandguilds.com) for guidance if they are unsure of the process.

Please note that there are restrictions on Resits/Retakes for some EPAs. For example, specific limits on:

- the number of Resits permitted;
- the number of Retakes permitted;
- the time period that must elapse between Resits and/or Retakes;
- the time period allowed for completing any Resit and/or Retake (after which the entire EPA must be taken again).

For further guidance regarding Resits and Retakes, please refer to the 'Resits and Retakes' section in City & Guilds' dedicated EPA Document Library.

## 5. Fees, Charging Points and Cancellations

### 5.1. Fees

The list for City & Guilds and ILM EPA is available from the [Apprenticeship Standards webpage](#) and on the [Walled Garden Catalogue](#).

City & Guilds is open to discussions around negotiating the price for City & Guilds' EPA Service, based upon scale and volume. Please contact your Sales contact or [directsales@cityandguilds.com](mailto:directsales@cityandguilds.com) to discuss this further, but note that any variation to the standard price for City & Guilds and ILM EPA will be subject to written agreement by City & Guilds.

### 5.2. Charging Points

City & Guilds will issue invoices for the Fees to the Customer:

- on Registration onto EPA, for the Registration Fee;
- on completion of the whole of EPA, for the balance of the EPA Fee for the EPA Product;
- following any Resit/Retake of an Assessment Component, for the Resit/Retake Fee; and
- as and when provided for in this Manual, for any Charge.

### 5.3. Cancellations

City & Guilds understands that under some circumstances it may be necessary or desirable for EPA to be cancelled.

#### 5.3.1. Cancellation of an EPA on the EPA Event Date

An EPA may need to be cancelled on the EPA Event Date itself where a concern is flagged.

If a concern is flagged on the EPA Event Date itself which might require an EPA to be cancelled, the IEPA will contact the EPA Event team, and the EPA Event team will then decide whether (depending upon the circumstances) the EPA can continue or not. The EPA Event team will inform both the IEPA and the Customer of its decision.

Examples of when an EPA may need to be cancelled on the EPA Event Date itself include (this is not an exhaustive list) where:

- some or all of the equipment and resources required for the EPA are not available, suitable and accessible at the EPA Site;
- there are health and safety concerns;
- there are concerns over the validity of the Apprentice;
- there are concerns over the identity of the Apprentice (e.g. the Apprentice has not brought photographic ID);
- authorisation of any Access Arrangements cannot be verified;
- the Apprentice is absent;
- the Apprentice is unable to continue with the EPA;
- sufficiently competent panel members are not available for panel reviews (where required);
- potential malpractice is identified;

- the EPA Site does not meet the relevant requirements detailed in Section 4 (The EPA Service), paragraph 4.9; and/or
- the EPA Event team cannot for some other reason be confident in the outcome of the EPA.

It may be that some issues, including those listed above, can be resolved on the day so as to enable the EPA to continue.

If City & Guilds at its discretion determines that an EPA can continue, the EPA Event team will confirm this to both the IEPA and the Customer. If however City & Guilds at its discretion determines that an EPA cannot continue, then City & Guilds shall cancel the EPA and, upon its cancellation, City & Guilds **may** levy a Charge in accordance with Section 5 (Fees, Charging Points and Cancellations), paragraph 5.4 (depending upon the circumstances for cancellation).

### **5.3.2. Cancellation of an EPA prior to the EPA Event Date by City & Guilds**

City & Guilds may need to cancel an EPA prior to the EPA Event Date.

If City & Guilds needs to cancel an EPA prior to the EPA Event Date, including where the Customer has not fulfilled any pre-assessment requirements, then City & Guilds:

- will inform the Customer of the cancellation prior to the EPA Event Date; and
- may contact the Customer to discuss the cancellation and future availability (depending upon the circumstances for cancellation).

Examples of when City & Guilds may need to cancel an EPA prior to the EPA Event Date include (this is not an exhaustive list) where:

- the required Gateway Evidence has not been met;
- the required Assessment Evidence is not received at least **5 (five) working days** prior to the EPA;
- the Apprentice will not be available on the EPA Event Date;
- the EPA Site will not meet the relevant requirements detailed in Section 4 (The EPA Service), paragraph 4.9; and/or
- the EPA Event team cannot for some other reason be confident in the outcome of the EPA.

Upon the EPA's cancellation by City & Guilds, City & Guilds **may** levy a Charge in accordance with Section 5 (Fees, Charging Points and Cancellations), paragraph 5.4 (depending upon the circumstances for cancellation).

### **5.3.3. Cancellation of an EPA by the Customer**

### **5.3.4. Cancellation of provision of EPA for an Apprentice by City & Guilds due to Apprentice inactivity**

City & Guilds may wish to cancel provision of EPA for an Apprentice at any time where:

- the EPA Product includes multiple Assessment Components; and
- the Apprentice has completed or sat and/or taken a previous Assessment Component for the EPA, but not been Booked for an outstanding Assessment Component or a Resit

and/or Retake (as applicable) within **3 (three) months** of the Apprentice's completing or failing such previous Assessment Component (as applicable).

Under these circumstances, City & Guilds will decide whether or not to continue provision of EPA for such Apprentice.

If City & Guilds at its discretion decides to continue provision of EPA for the Apprentice, City & Guilds **may** levy a Charge in accordance with Section 5 (Fees, Charging Points and Cancellations), paragraph 5.4. If however City & Guilds at its discretion decides to cancel provision of EPA for the Apprentice, City & Guilds will inform the Customer of the cancellation and, upon its cancellation, City & Guilds **will** levy a Charge in accordance with Section 5 (Fees, Charging Points and Cancellations), paragraph 5.4.

## 5.4. Charges

Time	Charge	Reason
<b>Cancellation or Rescheduling of an EPA or Replacement of an Apprentice for an EPA</b>		
More than <b>21 (twenty-one) working days</b> before an Assessment Component	No Charge	<ul style="list-style-type: none"> <li>• Cancellation (<i>Sections 5.3.2 &amp; 5.3.3 and 4.6.1 &amp; 4.6.2</i>)</li> <li>• Rescheduling of date/time of EPA (<i>Section 4.6.1</i>)</li> <li>• Replacement of Apprentice for an EPA (<i>Section 4.6.2</i>)</li> </ul>
Between <b>21 (twenty-one) working days and 48 (forty-eight) hours</b> before an Assessment Component	£75 administration fee for each EPA event	<ul style="list-style-type: none"> <li>• Cancellation (<i>Sections 5.3.2 &amp; 5.3.3 and 4.6.1 &amp; 4.6.2</i>)</li> <li>• Rescheduling of date/time of EPA (<i>Section 4.6.1</i>)</li> <li>• Replacement of Apprentice for an EPA (<i>Section 4.6.2</i>)</li> </ul>
Less than <b>48 (forty-eight) hours</b> before an Assessment Component	100% of the Assessment Component* cost or full EPA cost	<ul style="list-style-type: none"> <li>• Cancellation (<i>Sections 5.3.1, 5.3.2 &amp; 5.3.3 and 4.6.1 &amp; 4.6.2</i>)</li> <li>• Rescheduling of date/time of EPA (<i>Section 4.6.1</i>)</li> <li>• Replacement of Apprentice for an EPA (<i>Section 4.6.2</i>)</li> </ul>
<b>Cancellation or continuance of provision of EPA for an Apprentice in the event of or in spite of Apprentice inactivity</b>		
Any time (if circumstances set out in <i>Section 5.3.4</i> apply)	Costs incurred in provision of the EPA Service for EPA Product up to date of invoice	Cancellation of provision of EPA Service or decision to continue provision of EPA Service ( <i>Section 5.3.4</i> )

\*Resit cost

Please note that:

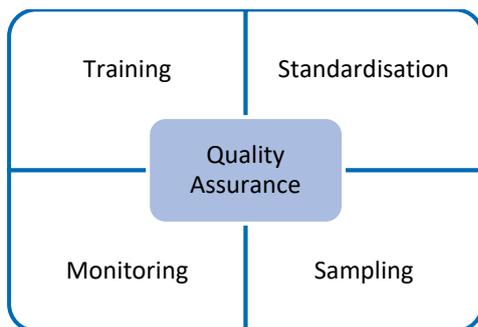
- City & Guilds reserves the right to waive any Charge at its discretion where City & Guilds deems exceptional circumstances apply; and
- to ensure that Customers are aware of when Charges are incurred, City & Guilds will send the Customer an email, advising the Customer that the Charge has been levied by City & Guilds, at the point of incurrence.

## 6. Quality Assurance

City & Guilds understands that Apprentices have worked hard to reach the EPA stage and deserve the best opportunity to prove what they can achieve. It is vital that all EPAs are carried out securely and correctly, and that all assessment decisions are valid and reliable.

City & Guilds IEPAs are subject to quality assurance to ensure that Customers receive the highest standard of service and Apprentices get results that accurately reflect their level of ability.

### 6.1. Quality assurance model



IEPAs must:

- have no vested interest, or personal stake in the outcome of assessing Apprentices;
- undertake formal training and standardisation to ensure that assessment decisions are consistent and reliable;
- comply with relevant City & Guilds' Policies;
- be quality assured through sampling and monitoring;
- be subject to annual performance review; and
- meet continuing professional development requirements for their occupation.

LIEPAs must:

- monitor and support an allocated team of IEPAs, in line with City & Guilds' sampling strategy to ensure a standardised and consistent approach to quality assurance and assessment decisions;
- support the development and delivery of IEPA training, standardisation, updates and online resources; and
- support with the recruitment, selection and training of new IEPAs.

Due to the limited frequency of contact with Apprentices and in accordance with Safeguarding Guidelines, **LIEPAs and IEPAs are not required to undergo a disclosure and barring search.**

As part of the contracting process, all IEPAs and LIEPAs are bound to adhere to contractual obligations relating to conflict of interest, data protection and confidentiality.

## **6.2. Recruitment**

We actively engage with industry and professional bodies to attract individuals with the required skills set and occupational expertise to apply to become a LIEPA or IEPA. The recruitment and selection process require all applicants to demonstrate that they have recent and relevant experience to the Apprenticeship Standard(s) for which they are applying to assess. All applications are carefully vetted to ensure that each meet the requirements of the Assessment Plan for the Apprenticeship Standard of which the applicant is applying to assess.

## **6.3. Training and selection**

To ensure consistency of approach and in-depth understanding of the relevant Apprenticeship Standard and Assessment Plan, all LIEPAs and IEPAs must successfully complete a training and selection process to be contracted.

## **6.4. Standardisation**

Standardisation activities are led by LIEPAs and are carried out on an on-going basis, to ensure that all IEPAs make consistent, robust assessment decisions to the relevant standard and in line with the grading criteria.

## **6.5. Monitoring**

IEPAs are subject to performance monitoring by the Associate Management team in liaison with their allocated LIEPA.

LIEPAs may accompany IEPAs to an EPA site or undertake remote observation to ensure that the EPAs are being administered safely, securely and in line with the Assessment Plan. This will be confirmed as part of the Booking process.

## **6.6. Sampling**

IEPAs assessment decisions will be sampled by their allocated LIEPA in line with our sampling strategy.

Sampling will be structured and documented to ensure thorough and robust quality assurance is maintained to meet both City & Guilds' and regulatory requirements.

If sampling reveals any quality issues with an IEPA, mitigating actions will be taken where necessary.

## 6.7. Responsibilities to apprentices

City & Guilds will take all reasonable steps to ensure that all Apprentices undertaking EPA are not disadvantaged in any way and have access to valid and secure EPA. This includes ensuring that Apprentices:

- are confident that IEPAs and LIEPAs will follow Policies;
- have their personal data protected;
- are kept safe and that risk assessments are undertaken where appropriate; and
- are treated fairly, and without prejudice.

## 6.8. Malpractice

City & Guilds is committed to providing high-quality EPAs which are assessed and awarded consistently, accurately and fairly. To this end we require everyone who is involved with the implementation, assessment and quality assurance of our EPAs to demonstrate honesty and integrity.

“**Malpractice**” (including “**maladministration**”) is as defined in City& Guilds’ *Malpractice in End-point Assessments Policy*.

To protect the integrity of the EPA Service and ensure fairness to Customers and Apprentices, City & Guilds will investigate all allegations or suspicions of suspected malpractice in accordance with City& Guilds’ *Malpractice in End-point Assessments Policy*.

City & Guilds also expects Customers and their staff to co-operate fully with any investigations into cases of suspected or actual malpractice. Failure to report suspected malpractice and/or co-operate with follow up activity can be construed as malpractice. This may lead to EPA results not being awarded, the suspension or termination of access to the EPA Service.

For full details on how to notify City & Guilds of a discovery or suspicion of malpractice, how City & Guilds will manage instances of suspected malpractice in the delivery of EPA, and the responsibilities of the respective stakeholders involved, please refer to the *Malpractice in End-point Assessments Policy*, available from the ‘Policies’ section in City & Guilds’ dedicated [EPA Document Library](#).

## 6.9. Artificial intelligence

Customers must ensure that no Artificial Intelligence (AI) software, or similar AI assistance applications are installed on any PC or laptop used for a knowledge test. This includes the cloud-based typing assistant application Grammarly. Any application is **not** permitted for use during any assessment if it can be used to:

- identify spelling, punctuation and grammar errors;
- suggest improvements to text;
- to draft text for responses; or
- complete mathematical calculations.

For e-volve tests on SecureClient, Customers must **still** ensure that there is no AI software installed on the PC or laptop used. Customers **should not** assume its use will be blocked

during the test. When invigilating, customers must remain vigilant for the use of AI software at all times. If any use of AI is identified, it must be reported to City & Guilds as potential malpractice and the test should be stopped immediately. Any test taken using AI software will not be marked, and the Apprentice will receive a fail grade.

### **The Remote Invigilation Service**

Customers **must** remind Apprentices that tests cannot be taken on devices with AI software installed. Customers should support apprentices with removing any prohibited software before the day of the test.

If any Apprentice uses AI software in a test, the invigilator will stop the test immediately and raise it as potential malpractice. We will inform the Customer, the test will not be marked, and the Apprentice will receive a fail grade.

## **6.10. External Quality Assurance (EQA)**

EQA is the independent evaluation that an Apprentice has undergone a quality EPA, to ensure consistency, reliability and validity of delivery, process and outcomes by EPAOs.

The EPA Service is subject to EQA to ensure compliance with regulatory requirements.

City & Guilds is regulated by Ofqual, the regulator of qualifications in England. Ofqual regulates EPAs as qualifications, using (this is not an exhaustive list):

- the General Conditions of Recognition;
- the EPA Qualification Level Conditions and Requirements; and
- the End-Point Assessment Qualification Level Guidance

(as updated and amended) made available by Ofqual from time to time.

As an EPAO, City & Guilds is under an obligation to have regard to and/or comply with the guidance and/or requirements of relevant regulatory authorities, including the above Ofqual guidance and requirements, as well as the requirements set out in, or published by Ofqual regarding, Apprenticeship Standards and Assessment Plans, as well as the APAR Conditions of Acceptance.

EPA Documents may be subject to review by Ofqual, including the sampling of Assessment Evidence. Where observation of a live EPA is requested by Ofqual, then City & Guilds will notify Customers in advance.

## 7. General Terms

### 1. Agreement

1.1. The agreement between City & Guilds and the Customer consists of:

- 1.1.1. the first *EPA Application Form*;
- 1.1.2. each subsequent *EPA Application Form*;
- 1.1.3. the Manual (including these General Terms); and
- 1.1.4. any Policy

(“**Agreement**”).

1.2. Each subsequent *EPA Application Form* accepted by City & Guilds shall form part of the Agreement on the date of acceptance.

1.3. If there is any conflict or inconstancy between an *EPA Application Form*, the Manual (including these General Terms) or any Policy, the conflict or inconsistency shall be resolved in accordance with the order of precedence set out in clause 1.1.

1.4. Clause and section headings shall not affect the interpretation of the Agreement.

1.5. A reference to a person shall include a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a company shall include any company, corporation or other body corporate (wherever and however incorporated or established).

1.6. A reference to a statute or statutory provision shall be a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.7. Unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.

1.8. Any words following the terms “**including**”, “**include**” or any similar expression shall be illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.9. Any reference to “**Approved Centre**” in the Walled Garden Terms and Conditions shall be construed as meaning the Customer for the purposes of the Agreement.

## 2. Term

- 2.1. The Agreement shall start on the date the first *EPA Application Form* is accepted by City & Guilds and shall continue in force until either Party terminates the Agreement in accordance with these General Terms.

## 3. Obligations of the Customer

- 3.1. The Customer shall:

- 3.1.1. throughout the duration of City & Guilds' provision of the EPA Service in connection with an accepted *EPA Application Form*, remain at all times registered on the APAR as a Provider for delivering the relevant Apprenticeship Standard;
- 3.1.2. comply with all obligations in the Manual and (where the Customer is not the Employer) ensure that the Employer complies with all obligations relevant to Employers in the Manual;
- 3.1.3. comply with the Policies;
- 3.1.4. comply with its obligations as a Provider under the APAR Conditions of Acceptance and the Apprenticeship Funding Rules;
- 3.1.5. (where City & Guilds is providing a Virtual Assessment Service as part of an EPA and is using a Virtual Assessment Service Provider) comply with such Virtual Assessment Service Provider's Terms of Use and (at the time of their Registration) direct Apprentices to such Virtual Assessment Service Provider's Terms of Use;
- 3.1.6. take all reasonable steps to assist City & Guilds comply with City & Guilds' obligations as an EPAO under the APAR Conditions of Acceptance and regulatory requirements;
- 3.1.7. upon request, provide to City & Guilds, relevant regulatory authorities and/or any EQA Bodies, as soon as practicable and at no charge:
  - 3.1.7.1. any information and data, including Apprentice Data, which City & Guilds, a relevant regulatory authority and/or any relevant EQA Body may request; and/or
  - 3.1.7.2. access to the Customer's premises, for the purpose of checking that the Customer has complied or is complying with the Customer's obligations under the Agreement,

and the Customer hereby acknowledges that any of City & Guilds, a relevant regulatory authority and/or a relevant EQA Body may request

information and data or access to the Customer's premises for such purpose from time to time;

- 3.1.8. on acceptance of an *EPA Application Form* by City & Guilds, record City & Guilds as the EPAO of choice in the ILR for each Apprentice;
- 3.1.9. immediately disclose in writing to City & Guilds any conflict of interest which arises or may arise between the Customer's status as a Customer and any other activities which the Customer may undertake;
- 3.1.10. take all reasonable steps to identify and minimise the risk of an occurrence of any incident of malpractice (including maladministration), and inform City & Guilds on becoming aware of an incident in accordance with City & Guilds' *Malpractice Policy*;
- 3.1.11. remain at all times responsible to City & Guilds for any malpractice (including maladministration) involving Customer staff and/or Apprentices;
- 3.1.12. implement and comply with any actions (as set by City & Guilds in accordance with the relevant Policy (including, for the avoidance of doubt, City & Guilds' *Malpractice Policy*)) within the prescribed timescale;
- 3.1.13. implement and comply with any special conditions, penalties or sanctions imposed or applied by City & Guilds in accordance with City & Guilds' *Malpractice Policy* within the prescribed timescale;
- 3.1.14. comply with Applicable Laws relevant to its obligations under the Agreement and/or relating to its status and activities as a Customer (including Anti-Bribery Law, Anti-Modern Slavery and Human Trafficking Law and Equalities Law);
- 3.1.15. promptly notify City & Guilds if it becomes aware of any breach of Anti-Bribery Law, or if it has reason to believe that it has received any request or demand for any undue financial or other advantage of any kind, in connection with its performance of the Agreement and/or relating to its activities as a Customer;
- 3.1.16. not hold itself out as in anyway legally entitled to bind City & Guilds or enter into any contractual obligation on behalf of City & Guilds;
- 3.1.17. not sub-contract any of its obligations under the Agreement (whether in whole or in part) without City & Guilds' prior consent, and (where City & Guilds gives its consent to any sub-contracting by the Customer) the Customer shall:
  - 3.1.17.1. ensure that its sub-contract complies with any requirements under the APAR Conditions of Acceptance and the Apprenticeship Funding Rules;

- 3.1.17.2. ensure that its sub-contractor complies with the Policies; and
- 3.1.17.3. remain at all times liable to City & Guilds for the acts, errors and omissions of its sub-contractor;
- 3.1.18. (where the Customer is not a City & Guilds Centre) not offer or promote any City & Guilds or ILM qualifications; and
- 3.1.19. (where the Customer is a City & Guilds Centre) not offer or promote any City & Guilds or ILM qualifications for which the Customer has not received or no longer holds qualification approval.

#### **4. Obligations of City & Guilds**

##### 4.1. City & Guilds shall use reasonable endeavours to:

- 4.1.1. throughout the duration of City & Guilds' provision of the EPA Service in connection with an accepted *EPA Application Form*, remain at all times registered on the APAR as an EPAO for delivering EPA for the relevant Apprenticeship Standard;
- 4.1.2. deal with the Customer in accordance with City & Guilds' *Customer Service Statement* and the Policies;
- 4.1.3. provide reasonable guidance, information and support to the Customer on the EPA Service (including as to administration, assessment and quality assurance); and
- 4.1.4. issue a *Digital Credential* to those Apprentices who have successfully completed their EPA, provided that, as the Parties hereby acknowledge, in order for City & Guilds to issue the *Digital Credential* to Apprentices:
  - 4.1.4.1. City & Guilds must have received the Apprentice's personal email address from the Customer at the time of their Registration; and
  - 4.1.4.2. City & Guilds must transfer the Apprentice's personal data to the Digital Credential Provider.

##### 4.2. City & Guilds shall:

- 4.2.1. comply with its obligations as an EPAO under the APAR Conditions of Acceptance and regulatory requirements;

- 4.2.2. comply with any relevant EQA Body's quality assurance requirements;
- 4.2.3. comply with Applicable Laws relevant to its obligations under the Agreement (including Anti-Bribery Law, Anti-Modern Slavery and Human Trafficking Law and Equalities Law); and
- 4.2.4. not hold itself out as in anyway legally entitled to bind the Customer or enter into any contractual obligation on behalf of the Customer.

## 5. Fees

- 5.1. The Customer shall pay the Fees in accordance with Section 5 (Fees, Charging Points and Cancellations) by direct debit or within **30 (thirty) days** of the date of invoice by BACS and the Walled Garden Terms and Conditions.
- 5.2. The Parties hereby acknowledge that, for the purposes of the APAR Conditions of Acceptance, City & Guilds' provision of the EPA Service is on behalf of Employers and that Customers, when paying the Fees to City & Guilds, are acting as the agent of the DfE in passing payments to City & Guilds.
- 5.3. City & Guilds reserves the right to review and amend the Fees at any time, but any amendments to Fees shall not affect any order or purchase that the Customer has already placed or made prior to such amendment.
- 5.4. Any and all expenses, costs and charges incurred by the Customer in the performance of its obligations under the Agreement shall be paid by the Customer.
- 5.5. The Fees and any other payments due to City & Guilds exclude any applicable VAT or other applicable sales tax which City & Guilds shall add to City & Guilds' invoices at the appropriate rate.
- 5.6. Except where the payment is subject to a bona fide dispute, if the Customer fails to make any payment due to City & Guilds under the Agreement by the due date for payment, City & Guilds reserves the right to:
  - 5.6.1. withhold the issue of, or access to, any City & Guilds Materials, and suspend or revoke the Customer's licence to use any City & Guilds Materials granted under clause 7 (excluding City & Guilds and ILM EPA Assessment Materials); and/or
  - 5.6.2. suspend the Registration of new Apprentices; and/or
  - 5.6.3. suspend the Booking of EPAs; and/or
  - 5.6.4. charge interest on the overdue amount at the rate of **4% (four per cent)** per annum above the base rate of the Bank of England from time to time, such interest to accrue on a daily basis from the due date until the date of actual payment of the overdue amount (whether before or after judgment); and/or

- 5.6.5. suspend City & Guilds' provision of the EPA Service by giving notice under clause 12; and/or
- 5.6.6. terminate the Agreement by giving notice under clause 14, and (where City & Guilds gives notice of termination) for any period from the notice to the effective date of termination, City & Guilds shall suspend the Registration of new Apprentices and shall charge the Customer at its standard rates for any services provided to the Customer in relation to those Apprentices registered with City & Guilds as at the date of the notice of termination.

## 6. Intellectual Property Rights

- 6.1. Subject to clause 6.2, all Intellectual Property Rights and all other rights in, and to, materials in whatever format created, made available or provided by, or on behalf of, City & Guilds in City & Guilds' provision of the EPA Service (including, for the avoidance of doubt, the City & Guilds Materials), shall (as between the Parties) be and remain at all times owned by City & Guilds.
- 6.2. Where City & Guilds is providing a Virtual Assessment Service as part of an EPA and is using a Virtual Assessment Service Provider, it may be reasonably necessary for City & Guilds to use Virtual Assessment Service Provider Materials, in which case City & Guilds shall:
  - 6.2.1. identify such Virtual Assessment Service Provider Materials to the Customer; and
  - 6.2.2. obtain any necessary consents in relation to the use of such Virtual Assessment Service Provider Materials by the Customer for the EPA Service,and the Intellectual Property Rights and other rights in, and to, such Virtual Assessment Service Provider Materials, shall be and remain at all times owned by the Virtual Assessment Service Provider (or its licensor).
- 6.3. Without prejudice to clause 6.1, all Intellectual Property Rights and all other rights in, and to, any materials in whatever format created by, or on behalf of, the Customer (independently of City & Guilds or any materials in which City & Guilds owns the Intellectual Property Rights or other rights (as between the Parties)), shall (as between the Parties) be and remain at all times owned by the Customer. The Customer hereby grants to City & Guilds a non-exclusive, transferable, sub-licensable, non-revocable, worldwide and royalty-free licence to use any such materials provided to City & Guilds by, or on behalf of, the Customer strictly as is necessary for the purposes of City & Guilds' provision of the EPA Service to the Customer.

## **7. Use of City & Guilds Materials**

- 7.1. City & Guilds hereby grants to the Customer, subject to clause 7.2, a non-exclusive, non-transferable, revocable, worldwide and royalty-free licence to use the City & Guilds Materials during the term of the Agreement, provided that the Customer shall:
- 7.1.1. not sell, or otherwise charge for the use of, the City & Guilds Materials;
  - 7.1.2. not alter the City & Guilds Materials in any way, nor use them in a derogatory manner or a misleading context;
  - 7.1.3. not use the City & Guilds Materials for any purpose other than as set out in the Manual without City & Guilds' prior consent;
  - 7.1.4. make the City & Guilds Materials available in pdf format on an intranet, provided that the intranet is only accessible to Customer staff and Apprentices;
  - 7.1.5. update the City & Guilds Materials as soon as reasonably possible after notification from City & Guilds of a new edition of the relevant City & Guilds Materials; and
  - 7.1.6. ensure that its officers, employees, sub-contractors and agents are aware of, and comply with, the terms upon which the City & Guilds Materials may be used.
- 7.2. The Customer shall (in the case of City & Guilds and ILM EPA Assessment Materials) comply with:
- 7.2.1. the Terms of Use applicable to such City & Guilds and ILM EPA Assessment Materials, as set out in the EPA Pack;
  - 7.2.2. (where such City & Guilds and ILM EPA Assessment Materials are dated examinations), the City & Guilds invigilation instructions; and
  - 7.2.3. any conditions contained in a document itself.

If there is any conflict or inconstancy between any such Terms of Use applicable, City & Guilds invigilation instructions or conditions contained in a document itself (as applicable) and any other term of the Customer's licence to use City & Guilds Materials granted under this clause 7, the Customer shall comply with the Terms of Use, the City & Guilds invigilation instructions or the conditions (as applicable).

## **8. Data Protection**

- 8.1. For the purposes of Data Protection Law, City & Guilds and the Customer are independent controllers of personal data, and each Party shall comply with its respective obligations under Data Protection Law.

8.2. In relation to personal data, the Customer shall:

- 8.2.1. collect and transfer to City & Guilds such personal data as City & Guilds reasonably requires for the purposes of the Agreement from time to time, including the following types of Apprentice Data:
  - 8.2.1.1. Apprentice name, date of birth and gender;
  - 8.2.1.2. information required in relation to a particular Apprenticeship, Apprenticeship Standard or EPA;
  - 8.2.1.3. information required as part of City & Guilds' quality assurance processes, an investigation, appeal or complaint; and
  - 8.2.1.4. information required to determine and/or provide Access Arrangements to an Apprentice;
- 8.2.2. inform:
  - 8.2.2.1. Apprentices in writing of the personal data that the Customer collects and processes and the purposes for which it is collected and processed (including the transfer of Apprentice Data to City & Guilds, the Digital Credential Provider and any Virtual Assessment Service Provider for the purposes of the Agreement and (in City & Guilds' case) as set out in City & Guilds' *Apprentice Privacy Policy*) in accordance with Data Protection Law; and
  - 8.2.2.2. Customer staff involved with City & Guilds' provision of the EPA Service in writing of the personal data that the Customer collects and processes and the purposes for which it is collected and processed (including the transfer of personal data relating to them to City & Guilds and any Virtual Assessment Service Provider for the purposes of the Agreement and (in City & Guilds' case) as set out in: (1) (in the case of third party individuals engaged by the Customer) City & Guilds' *Associate Privacy Policy*; and (2) (in the case of the Customer's employees) City & Guilds' *Customer Privacy Policy*);
- 8.2.3. at the time of their Registration, direct Apprentices to: (1) City & Guilds' *Apprentice Privacy Policy*; and (2) any Virtual Assessment Service Provider's privacy policy;

- 8.2.4. at the time of their involvement with City & Guilds' provision of the EPA Service, direct:
  - 8.2.4.1. third party individuals engaged by the Customer to: (1) City & Guilds' *Associate Privacy Policy*; and (2) any Virtual Assessment Service Provider's privacy policy; and
  - 8.2.4.2. the Customer's employees to: (1) City & Guilds' *Customer Privacy Policy*; and (2) any Virtual Assessment Service Provider's privacy policy;
- 8.2.5. ensure that the Customer has a lawful basis for the transfer of any special category data relating to Apprentices to City & Guilds in accordance with the requirements for processing personal data under Data Protection Law (including by the Customer's obtaining the explicit consent (in accordance with the requirements for consent) of Apprentices to the transfer if required by City & Guilds from time to time), and (in the case that City & Guilds from time to time requires the Customer to obtain the explicit consent of Apprentices to the transfer of any special category data relating to them to City & Guilds) the Customer shall promptly provide City & Guilds with relevant evidence of consents upon City & Guilds' request at any time;
- 8.2.6. maintain, and keep up-to-date, a record of the Customer's processing activities in accordance with Data Protection Law; and
- 8.2.7. implement appropriate technical and organisational measures against unauthorised or unlawful processing of, and against accidental loss or destruction of, or damage to, personal data.

8.3. In relation to personal data, City & Guilds shall:

- 8.3.1. process personal data in accordance with relevant City & Guilds' Privacy Policies and/or as otherwise permitted under Data Protection Law;
- 8.3.2. maintain, and keep up-to-date, a record of City & Guilds' processing activities in accordance with Data Protection Law; and
- 8.3.3. implement appropriate technical and organisational measures against unauthorised or unlawful processing of, and against accidental loss or destruction of, or damage to, personal data.

8.4. The Parties hereby acknowledge and agree that where Apprentices have successfully completed their EPA, provided that City & Guilds has received an Apprentice's personal email address from the Customer at the time of their Registration:

- 8.4.1. City & Guilds shall transfer personal data to the Digital Credential Provider, which for the purposes of Data Protection Law will act as a processor of City & Guilds, in order for City & Guilds to issue the *Digital Credential* to Apprentices;
  - 8.4.2. City & Guilds may transfer personal data to City & Guilds South Asia, an Associated Company located in India, which for the purposes of Data Protection Law will act as a processor of City & Guilds; and
  - 8.4.3. when transferring personal data outside the United Kingdom, City & Guilds shall ensure that any such transfers are made in accordance with Data Protection Law (including by City & Guilds' putting in place appropriate safeguards where necessary).
- 8.5. If either Party becomes aware of any unauthorised or unlawful processing of, or accidental loss or destruction of, or damage to, personal data in connection with the Agreement, it shall notify the other Party without undue delay, and provide the other Party with reasonable co-operation and assistance in relation to:
- 8.5.1. investigating such processing, loss, destruction or damage;
  - 8.5.2. mitigating any possible adverse effects to data subjects caused by such processing, loss, destruction or damage; and
  - 8.5.3. determining whether the processing, loss, destruction or damage is required to be notified to the United Kingdom's Information Commissioner (or any other relevant supervisory authority or regulatory authority) and/or communicated to any data subject in accordance with Data Protection Law.
- 8.6. If either Party receives any complaint, notice or communication which relates directly or indirectly to the processing of personal data by the other Party in connection with the Agreement, it shall notify the other Party without undue delay, and provide the other Party with reasonable co-operation and assistance in relation to investigating any such complaint, notice or communication.

## **9. Confidentiality**

9.1. Each Party shall:

- 9.1.1. keep the Confidential Information of the other Party confidential;
- 9.1.2. use the Confidential Information of the other Party only as strictly necessary to perform its obligations under the Agreement;

- 9.1.3. not disclose (without the other Party's prior consent) any Confidential Information of the other Party except:
  - 9.1.3.1. to its officers, employees, sub-contractors, agents or professional advisers who strictly need to know such information; or
  - 9.1.3.2. as may be required by Applicable Law, court order or any governmental or regulatory authority; and
- 9.1.4. ensure that its officers, employees, sub-contractors, agents and professional advisers to whom it discloses the Confidential Information of the other Party comply with obligations of confidentiality equivalent to those set out in this clause.

## **10. Warranty**

10.1. The Customer hereby warrants and undertakes to City & Guilds that:

- 10.1.1. it is free to enter into the Agreement and to license to City & Guilds the rights licensed to it;
- 10.1.2. it is not bound by, and not aware of, any circumstances which would prevent the Customer from complying with the Agreement;
- 10.1.3. all information supplied by the Customer for the purposes of the Agreement is complete, genuine and accurate; and
- 10.1.4. it shall perform its obligations under the Agreement with due care, skill and diligence, and ensure that Customer staff shall have the necessary professional capabilities, qualifications, experience, skills and expertise.

10.2. City & Guilds hereby warrants and undertakes to the Customer that:

- 10.2.1. it is free to enter into the Agreement and to license to the Customer the rights licensed to it; and
- 10.2.2. it shall perform the EPA Service with reasonable care, skill and diligence and in accordance with generally recognised industry practices and standards.

## **11. Liability**

11.1. Nothing in the Agreement limits or excludes the liability of either Party for:

- 11.1.1. death or personal injury caused by negligence;
- 11.1.2. fraud or fraudulent misrepresentation; and
- 11.1.3. any other liability for which liability may not by law be limited or excluded.

11.2. Subject to clause 11.1, City & Guilds shall not be liable to the Customer for:

- 11.2.1. loss of profits, business, anticipated savings, goods or contract;
- 11.2.2. loss or depletion of goodwill or reputation;
- 11.2.3. wasted expenditure;
- 11.2.4. loss or corruption of data or information;
- 11.2.5. any liabilities, damage, costs, expenses, damages, penalties, fines, losses or claims suffered or incurred by the Customer arising out of, or in connection with, any delay, prevention or hindering of City & Guilds' performance of City & Guilds' obligations under the Agreement, if such delay, prevention or hindering is a result of, or arises from:
  - 11.2.5.1. any act, error or omission by the Customer or its officers, employees, sub-contractors or agents; or
  - 11.2.5.2. any act, error or omission by a Virtual Assessment Service Provider or its officers, employees, sub-contractors or agents; or
  - 11.2.5.3. any error or default in the operation, or the unavailability of, any service provided by a Virtual Assessment Service Provider; or
  - 11.2.5.4. any other event beyond City & Guilds' reasonable control;
- 11.2.6. any liabilities, costs, expenses, damages, losses or claims suffered or incurred by the Customer arising out of, or in connection with, any digital credentialing services and/or other services which the Customer or Apprentices may receive from the Digital Credential Provider from time to time independent of the Agreement and/or City & Guilds' provision of the EPA Service;

- 11.2.7. any liabilities, costs, expenses, damages, losses or claims suffered or incurred by the Customer arising out of, or in connection with, City & Guilds exercising City & Guilds' rights under clauses 12 or 14; and
  - 11.2.8. any indirect or consequential liabilities, costs, expenses, damages or losses.
- 11.3. Subject to clause 11.1, City & Guilds' total aggregate liability as a result of, or arising from, an incident of malpractice (including maladministration) in relation to City & Guilds' provision of the EPA Service shall not exceed **£5,000,000 (five million pounds)**.
- 11.4. Subject to clauses 11.1 and 11.3, City & Guilds' total aggregate liability arising under, or in connection with, the Agreement shall not exceed **125% (one hundred and twenty-five per cent)** of the Fees paid to City & Guilds by the Customer in the **12 (twelve) months** immediately preceding the date upon which liability arose.
- 11.5. The Customer shall be liable to City & Guilds for, and shall make good any loss which City & Guilds suffers or incurs as a result of, or arising from, any act, error or omission by the Customer or its officers, employees, sub-contractors or agents.
- 11.6. The Customer shall indemnify, keep indemnified and hold harmless, each City & Guilds Indemnified Party from, and against, all claims and all liabilities, damage, costs, expenses, damages, penalties, fines and losses suffered or incurred by such City & Guilds Indemnified Party arising out of, or in connection with, any:
- 11.6.1. alleged or actual infringement of any third party's Intellectual Property Rights (including in, and to, Virtual Assessment Service Provider Materials) or other rights owned or held by any third party as a result of, or arising from, the use or provision of the EPA Service;
  - 11.6.2. claim made against a City & Guilds Indemnified Party as a result of, or arising from, the Customer's failure to comply with Data Protection Law;
  - 11.6.3. alleged or actual infringement of any Virtual Assessment Service Provider's Terms of Use by the Customer or Apprentices; and
  - 11.6.4. claim made against a City & Guilds Indemnified Party in respect of any liability, damage, cost, expense, damages, loss or injury suffered or incurred by the Customer's officers, employees, sub-contractors or agents (or those of a City & Guilds Indemnified Party) or by any customer or third party, to the extent that such liability, damage, cost, expense, damages, loss or injury is a result of, or arises from, City & Guilds' provision of the EPA Service as a consequence of a breach, negligent performance, failure or delay in performance of the Agreement by the Customer.

- 11.7. The Customer shall maintain at all times appropriate insurance cover in respect of any act or default for which the Customer may become liable to indemnify a City & Guilds Indemnified Party, and promptly provide City & Guilds with a copy of the policy upon City & Guilds' request at any time.

## 12. Suspension

- 12.1. City & Guilds may give notice to the Customer, at City & Guilds' sole discretion at any time, suspending City & Guilds' provision of the EPA Service (whether in whole or in part) for a period of time that City & Guilds deems appropriate, under circumstances set out in any Policy, or if required by any relevant regulatory authority, or if the Customer:

- 12.1.1. is in material or persistent breach of any of the terms of the Agreement (including any Policy); and/or
- 12.1.2. is subject to any findings of irregularities or malpractice (including maladministration) in any of its activities as a Customer; and/or
- 12.1.3. is subject to any allegations relating to irregularities or malpractice (including maladministration) in any of its activities as a Customer; and/or
- 12.1.4. is subject to an investigation by City & Guilds into a serious complaint; and/or
- 12.1.5. fails to implement and comply with any actions, special conditions, penalties or sanctions set, imposed or applied by City & Guilds relating to City & Guilds' provision of the EPA Service within the prescribed timescale; and/or
- 12.1.6. fails to make any payment when due in accordance with clause 5, except where the payment is subject to a bona fide dispute.

- 12.2. Upon suspension of City & Guilds' provision of the EPA Service, City & Guilds may, subject to clause 12.3, at City & Guilds' sole discretion:

- 12.2.1. withhold the issue of, or access to, any City & Guilds Materials, and suspend or revoke the Customer's licence to use any City & Guilds Materials under clause 7; and/or
- 12.2.2. suspend the Registration of new Apprentices; and/or
- 12.2.3. suspend the Booking of EPAs; and/or
- 12.2.4. withhold the issue of EPA results; and/or
- 12.2.5. withhold the issue of *Digital Credentials*; and/or

- 12.2.6. withhold the issue of *Records of Achievement* and/or *Statements of Achievement*; and/or
  - 12.2.7. withhold the submission of requests for *Apprenticeship Completion Certificates*.
- 12.3 City & Guilds shall not withhold the issue of, or access to, and licence to use, City & Guilds and ILM EPA Assessment Materials, withhold the issue of EPA results, withhold the issue of *Digital Credentials*, withhold the issue of *Records of Achievement* and/or *Statements of Achievement*, or withhold the submission of requests for *Apprenticeship Completion Certificates*, if the suspension of City & Guilds' provision of the EPA Service is solely due to a Customer's failure to make a payment due to City & Guilds under the Agreement by the due date for payment.

### **13. Cancellation, Rescheduling of EPA and Replacement of Apprentices**

#### 13.1. City & Guilds may:

- 13.1.1 request the rescheduling of an EPA for an Apprentice; and/or
- 13.1.2 cancel an EPA (whether on the EPA Event Date itself or prior to the EPA Event Date); and/or
- 13.1.3 cancel its provision of EPA for an Apprentice due to inactivity,

in accordance with, and subject to, the applicable terms set out in Sections 4 (*The EPA Service*), paragraph 4.6 and 5 (*Fees, Charging Points and Cancellations*).

#### 13.2 The Customer may:

- 13.2.1. request the rescheduling of an EPA for an Apprentice; and/or
- 13.2.2. request the replacement of an Apprentice for an EPA; and/or
- 13.2.3. cancel an EPA (whether on the EPA Event Date itself or prior to the EPA Event Date),

in accordance with, and subject to, the applicable terms set out in Sections 4 (*The EPA Service*), paragraph 4.6 and 5 (*Fees, Charging Points and Cancellations*).

#### 13.3 The Parties shall deal with any such:

- 13.3.1. requests for the rescheduling of an EPA for an Apprentice or the replacement of an Apprentice for an EPA; and/or
- 13.3.2. cancellation of an EPA (whether on the EPA Event Date itself or prior to the EPA Event Date) or cancellation of City & Guilds' provision of EPA for an Apprentice due to inactivity,

in accordance with, and subject to, the applicable terms of Sections 4 (*The EPA Service*), paragraph 4.6 and 5 (*Fees, Charging Points and Cancellations*), and the Parties hereby acknowledge and agree that City & Guilds may levy Charges upon the Customer in accordance with its rights set out therein.

- 13.4. The Parties hereby acknowledge that any cancellation of an EPA or cancellation of EPA results does not terminate the Agreement.

#### 14. Termination

- 14.1. Either Party may terminate the Agreement for whatever reason at any time by giving **1 (one) week's** notice to the other Party.

- 14.2. City & Guilds may terminate the Agreement with immediate effect at any time by giving notice to the Customer:

14.2.1. if the Customer fails to make any payment when due under clause 5, except where the payment is subject to a bona fide dispute; or

14.2.2. if the Customer commits or has committed any act of dishonesty, or engages or has engaged in any misconduct, which in City & Guilds' reasonable opinion brings or has brought City & Guilds into disrepute; or

14.2.3. if the Customer undergoes a change of control (which shall have the meaning given to such term in sections 450 and 451 of the Corporation Tax Act 2010); or

14.2.4. in accordance with City & Guilds' *Malpractice Policy*.

- 14.3. Either Party may terminate the Agreement with immediate effect at any time by giving notice to the other Party if:

14.3.1. the other Party is in material or persistent breach of any of the terms of the Agreement (including any Policy) which, if capable of remedy, the other Party has failed to remedy within **30 (thirty) days** of receiving a notice requiring it to do so (or such reasonable shorter period as is specified in the notice); or

14.3.2. the other Party: (1) ceases to trade; or (2) becomes bankrupt; or (3) goes into liquidation; or (4) makes any arrangement or composition with its creditors; or (5) has a receiver or manager appointed over its business or any of the property or assets of its business; or (6) threatens any of these.

- 14.4. If either Party terminates the Agreement, all EPAs scheduled for after the effective date of termination shall be deemed cancelled and City & Guilds shall issue an

invoice for the EPA Service provided up to the effective date of termination, any Charges payable but not invoiced prior to the effective date of termination, and (depending upon the circumstances for termination) any Charges which may apply in accordance with Section 5 (Fees, Charging Points and Cancellations), paragraph 5.4 for EPAs cancelled as a result of termination of the Agreement. The Customer shall settle the invoice in accordance with clause 5.

- 14.5. Upon termination of the Agreement for whatever reason, the Customer shall:
- 14.5.1. pay to City & Guilds all money due and outstanding to City & Guilds under the Agreement;
  - 14.5.2. implement and comply with any actions, special conditions, penalties or sanctions set, imposed or applied by City & Guilds in accordance with City & Guilds' *Malpractice Policy* within the prescribed timescale;
  - 14.5.3. take all reasonable steps to protect the interests of Apprentices (including by complying with any requests of City & Guilds that have the purpose of minimising any disruption to Apprentices caused by termination of the Agreement); and
  - 14.5.4. upon City & Guilds' request, return to City & Guilds within **14 (fourteen) days** all Confidential Information and other property belonging to City & Guilds which is in the Customer's possession or under the Customer's control in connection with the Agreement, and not retain any copies of any of the Confidential Information to be returned to City & Guilds.
- 14.6. Termination of the Agreement for whatever reason shall be without prejudice to the accrued rights, remedies and obligations of either Party (whether arising under the Agreement or by operation of law).
- 14.7. This clause 14 and clauses 6 (Intellectual Property Rights), 8 (Data Protection), 9 (Confidentiality), 10 (Warranty), 11 (Liability) and 18.13 (Governing Law and Jurisdiction) shall survive termination of the Agreement for whatever reason.

## 15. Force Majeure

- 15.1. Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under the Agreement to the extent that its performance is delayed, prevented or hindered by anything beyond its reasonable control. Such delay or non-performance shall not be a breach of the Agreement, and the time for performance shall be extended by a period equivalent to that during which performance is so delayed, prevented or hindered, subject to clauses 15.2 and 15.3.
- 15.2. Each Party shall use reasonable endeavours to:

- 15.2.1. mitigate the extent of any delay or non-performance as described in clause 15.1 and its adverse consequences; and
  - 15.2.2. recommence performance of the affected obligations as soon as reasonably practicable.
- 15.3. If any such delay or non-performance persists for **60 (sixty) days** (or such shorter period as is reasonable in the circumstances), the non-affected Party may, at its option and if it is reasonable for it to do so, terminate the Agreement by giving **14 (fourteen) days'** notice to the affected Party.

## 16. Notices

- 16.1. Any notices or consents required to be given under the Agreement shall be in writing and shall be delivered either:
- 16.1.1. by first class post (UK only) or other next working day delivery service, which shall be deemed to be received on the next working day (in the case of notices or consents to City & Guilds, to City & Guilds' registered office, and in the case of notices or consents to the Customer: (1) (where the Customer is not a City & Guilds Centre) to the address provided on the *EPA-only Centre Enquiry Form*; or (2) (where the Customer is a City & Guilds Centre) on the *Centre Approval Form (Form CAP)* or any *Centre Update Form (Form CU)* from time to time (as applicable)); or
  - 16.1.2. by email, which shall be deemed to be received upon actual transmission (in the case of notices or consents to City & Guilds, to the EPA.Quality@cityandguilds.com email address, and in the case of notices or consents to the Customer, to the email address provided on the *EPA Application Form*), provided that the sender does not receive any indication that the email message has not been successfully transmitted to, and received by, the intended recipient.
- 16.2. If deemed receipt is not within business hours (meaning 09:00 to 17:00 Monday to Friday on a day that is not a public holiday in the place of receipt), the notice or consent shall be deemed to have been received when business next starts in the place of receipt.
- 16.3. Either Party may change the details of its address or email address by giving notice to the other Party by any of the means set out above.

## 17. Amendments

- 17.1. Without prejudice to clause 5.3 and clauses 17.2 and 17.3, City & Guilds may amend the Manual (including these General Terms) by giving **30 (thirty) days'** notice to the Customer, and any amendment shall become final and binding on the Parties unless, during that **30 (thirty) days'** notice period, the Customer objects to the proposed amendment and gives notice to City & Guilds to terminate the Agreement in accordance with clause 14.1.
- 17.2. City & Guilds reserves the right to update and amend any Policy and to publish or adopt any new Policy for whatever reason at any time, provided that:
- 17.2.1. where any update or amendment to a Policy shall materially affect the nature of the Customer's status as a Customer or materially amend any of the Customer's obligations set out therein; or
  - 17.2.2. where City & Guilds publishes or adopts a new Policy,

City & Guilds shall give the Customer reasonable notice of such update, amendment, publication or adoption.

- 17.3. Notwithstanding clause 17.2, the Parties hereby acknowledge that Policies are subject to revision by City & Guilds from time to time, are maintained electronically by City & Guilds on, and made available and provided by City & Guilds to Customers from, [www.cityandguilds.com](http://www.cityandguilds.com) and [www.i-l-m.com](http://www.i-l-m.com) (as applicable), and that the Customer should check the applicable website regularly to ensure that it holds, and complies with, the most up-to-date version of any Policy from time to time.

## 18. General

- 18.1. The Agreement represents the entire agreement between City & Guilds and the Customer in relation to the provision of the EPA Service by City & Guilds and supersedes and invalidates all prior oral and written communications, understandings, representations or warranties (except those made fraudulently). Each Party warrants that it has not relied on any such communications, understandings, representations or warranties in entering into the Agreement.
- 18.2. The Customer shall do and execute, or procure to be done and executed, all necessary acts, deeds, and documents to give effect to the Agreement as are reasonably requested by City & Guilds from time to time.
- 18.3. Any of City & Guilds' physical property which may be provided to the Customer shall remain at all times City & Guilds' property, and shall be used by the Customer solely for the purpose of using the EPA Service.
- 18.4. If any provision of the Agreement is found to be invalid, illegal or unenforceable, it shall apply with the minimum modification necessary to make it valid, legal or enforceable, and the remainder of the Agreement shall not be affected.

- 18.5. Nothing in the Agreement shall be construed as establishing or implying any form of partnership, joint venture, or relationship of employment or of principal and agent, between the Parties.
- 18.6. The Customer shall not be entitled to assign, transfer or otherwise dispose of the Agreement or any of the Customer's rights, benefits or obligations under it (whether in whole or in part) without City & Guilds' prior consent.
- 18.7. City & Guilds shall be entitled to assign, transfer or otherwise dispose of the Agreement or any of City & Guilds' rights, benefits or obligations under it (whether in whole or in part) to any of its Associated Companies.
- 18.8. City & Guilds shall be entitled to sub-contract any of its obligations (whether in whole or in part) under the Agreement, provided that City & Guilds shall remain at all times liable to the Customer for the acts, errors and omissions of any sub-contractor.
- 18.9. No failure or delay by either Party to exercise any power or right under the Agreement shall operate as a waiver of it, nor shall any single or partial exercise of such rights or powers preclude any other or further exercise of the right or power.
- 18.10. Any of the rights or remedies of either Party under the Agreement may at any time be enforced separately or concurrently with any other rights and remedies (whether arising under the Agreement or by operation of law), with the effect that the rights and remedies are cumulative and not exclusive of each other.
- 18.11. Except as expressly provided for under the Agreement (in the case of a City & Guilds Indemnified Party or a relevant regulatory authority and/or a relevant EQA Body), a person who is not a Party shall have no rights to enforce any of its terms.
- 18.12. The Customer undertakes to notify City & Guilds immediately of any:
- 18.12.1. change in its circumstances, including as to its name, address, contact details, bank details or any tax registration status; and
  - 18.12.2. event which would give City & Guilds the right to terminate the Agreement under clause 14.
- 18.13. The Agreement is governed by the law of England and Wales and the exclusive jurisdiction of the Courts of England and Wales.

## 8. Appendix 1 – Definitions & Glossary

In the Agreement (including this Manual), unless the context otherwise requires, the following terms and expressions shall have the following meanings:

Term/Expression	Meaning
<b>Access Arrangements</b>	means the provisions that are made (including reasonable adjustments) to allow an Apprentice with special educational needs, disabilities or temporary injuries to: <ul style="list-style-type: none"> <li>(i) access an EPA; and</li> <li>(ii) demonstrate their skills and knowledge without changing the demands of an EPA,</li> </ul> as agreed before the EPA;
<b>Agreement</b>	means the agreement between City & Guilds and the Customer, as defined under clause 1.1 of the General Terms;
<b>Anti-Bribery Law</b>	means Applicable Laws relating to anti-bribery and corruption, including the Bribery Act 2010 or equivalent;
<b>Anti-Modern Slavery and Human Trafficking Law</b>	means Applicable Laws relating to anti-modern slavery and human trafficking, including the Modern Slavery Act 2015 or equivalent;
<b>APAR</b>	means the Apprenticeship Provider and Assessment Register (as updated and amended) published by the DfE from time to time;
<b>APAR Conditions of Acceptance</b>	means the Conditions of Acceptance onto the APAR, comprising: <ul style="list-style-type: none"> <li>(i) the conditions of acceptance for apprenticeship training providers;</li> <li>(ii) the conditions of acceptance for end-point assessment organisations; and</li> <li>(iii) the conditions of acceptance for all organisations on APAR,</li> </ul> (as updated and amended) published by the DfE from time to time;
<b>Applicable Laws</b>	means all applicable laws, statutes, regulations and codes from time to time in force in any relevant country or territory;
<b>Application</b>	means the process of applying for City & Guilds' EPA Service, as detailed in <a href="#">Section 3 (Application)</a> ;
<b>Apprentice</b>	means an individual who is registered with City & Guilds for the purposes of an EPA;
<b>Apprentice Data</b>	means any personal data relating to an Apprentice (including the types of data set out under clause 8.2.1 of the General Terms);
<b>Apprentice Privacy Policy</b>	means City & Guilds' <a href="#">Apprentice Privacy Policy</a> (as updated and amended) made available by City & Guilds from time to time;
<b>Apprenticeship</b>	means a contract for employment and training between an Employer and an Apprentice requiring an EPA;

<b>Apprenticeship Completion Certificate</b>	means the certificate issued by ESFA, on behalf of the Secretary of State for Education, on successful completion of an Apprenticeship and an EPA;
<b>Apprenticeship Funding Rules</b>	means the Apprenticeship Funding Rules (as updated and amended) published by the DfE from time to time;
<b>Apprenticeship Standard</b>	means the document setting out the key requirements for an Apprenticeship, as approved and published by IfATE;
<b>Assessment Component</b>	means any assessment component comprising the whole or part of EPA, as set out in an Apprenticeship Standard and Assessment Plan;
<b>Assessment Component Invitation</b>	means the documentation confirming details of an EPA, as described in <u>Section 4 (The EPA Service)</u> ;
<b>Assessment Evidence</b>	means an Apprentice’s evidence demonstrating knowledge, skills and behaviours detailed within an Apprenticeship Standard and provided by a Customer and/or an Employer to City & Guilds;
<b>Assessment Plan</b>	means the document setting out the requirements for EPA, as approved and published by IfATE;
<b>Associated Company</b>	means a company which is a subsidiary, a holding company or an ultimate holding company of City & Guilds, or any company which is a subsidiary of any such subsidiary, holding company or ultimate holding company, and “ <b>subsidiary</b> ” and “ <b>holding company</b> ” shall have the meanings given to such terms in section 1159 of the Companies Act 2006;
<b>Associate Privacy Policy</b>	means City & Guilds’ <u>Associate Privacy Policy</u> (as updated and amended) made available by City & Guilds from time to time;
<b>Booking</b>	means the process of booking an EPA, as detailed in <u>Section 4 (The EPA Service)</u> ;
<b>City &amp; Guilds Centre</b>	means an organisation approved by City & Guilds to deliver City & Guilds or ILM qualifications (as applicable) in accordance with the City & Guilds Centre Contract;
<b>Charge</b>	means the Fee payable on its being levied by City & Guilds as and when provided for in this Manual, as detailed in <u>Section 5 (Fees, Charging Points and Cancellations), paragraph 5.4</u> ;
<b>City &amp; Guilds</b>	Means City & Guilds Limited (Registered Company 16513878) is a controller for personal data and the Awarding Organisation for City & Guilds qualifications.
<b>City &amp; Guilds Centre Contract</b>	means the agreement between City & Guilds (including where trading under the ILM Brand) and City & Guilds Centres for the delivery of City & Guilds or ILM qualifications (as applicable);
<b>City &amp; Guilds and ILM EPA Assessment Materials</b>	means the range of City & Guilds and ILM assessment documents produced for an Apprenticeship Standard to support Customers using the EPA Service, including the EPA Pack and the Handbook, as described in <u>Section 2 (Apprenticeships), paragraph 2.6</u> ;
<b>City &amp; Guilds Indemnified Party</b>	means each of City & Guilds, its Associated Companies and their respective officers, employees, sub-contractors and agents;
<b>City &amp; Guilds Materials</b>	means any materials (excluding Virtual Assessment Service Provider Materials) provided by City & Guilds to the Customer for the purposes of the EPA, including the EPA Documents;

<b>City &amp; Guilds On-Programme Offer</b>	means resources and materials provided by City & Guilds to the Customer for the purposes of developing a programme that does not include qualifications;
<b>Confidential Information</b>	means any information of either City & Guilds (or its Associated Companies) or the Customer relating to trade secrets, plans, intentions, product information, know-how, financial information, or affairs, communicated in any form and/or using any media which is marked as confidential or which might reasonably be considered to be confidential in nature;
<b>Customer</b>	means the organisation having successfully applied for the EPA Service;
<b>Customer Privacy Policy</b>	means City & Guilds' <u>Customer Privacy Policy</u> (as updated and amended) made available by City & Guilds from time to time;
<b>Customer Service Statement</b>	means City & Guilds' <u>Customer Service Statement</u> (as updated and amended) made available by City & Guilds from time to time;
<b>Data Protection Law</b>	means any Applicable Laws relating to processing of personal data and privacy in any relevant country or territory, including the UK GDPR and the Data Protection Act 2018 or equivalent, and " <b>UK GDPR</b> " shall mean General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, and " <b>controller</b> ", " <b>processor</b> ", " <b>data subject</b> ", " <b>personal data</b> ", " <b>processing</b> " and " <b>special category data</b> " shall have the meanings given to such terms under the UK GDPR;
<b>DfE</b>	means the Department for Education and/or the ESFA;
<b>Digital Credential</b>	means a verified, visual representation of knowledge and skills earned in various learning environments;
<b>Digital Credential Provider</b>	means the third party whose digital credentialling service is used by City & Guilds to issue <i>Digital Credentials</i> from time to time;
<b>Employer</b>	means an employer of an Apprentice on an Apprenticeship;
<b>EPA</b>	means End-point Assessment, including any Assessment Component;
<b>EPA Event Date</b>	means the date of the Assessment Component(s);
<b>EPA Documents</b>	means the External EPA Documents and the City & Guilds and ILM EPA Assessment Materials;
<b>EPA Event Contact</b>	means the contact at the Customer who is responsible for ensuring that all arrangements are in place for an Apprentice, in advance of an EPA taking place;
<b>EPA Fee</b>	means the Fee payable for the relevant EPA Product, as detailed on Walled Garden and on the <u>Apprenticeship Standards webpage</u> ;
<b>EPAO</b>	means End-point Assessment Organisation;
<b>EPA Pack</b>	means the collection of City & Guilds and ILM documents described in <u>Section 2 (Apprenticeships), paragraph 2.6</u> ;
<b>EPA Service</b>	means the EPA services provided by City & Guilds under, and in accordance, with this Manual;

<b>EPA Site</b>	means the location of an EPA;
<b>ESFA</b>	means the Education and Skills Funding Agency and/or the DfE;
<b>EQA</b>	means External Quality Assurance;
<b>EQA Body</b>	means any EQA body for an Apprenticeship Standard;
<b>Equalities Law</b>	means Applicable Laws relating to equality, including the Equality Act 2010 or equivalent;
<b>External EPA Documents</b>	means the documents described in <u>Section 2 (Apprenticeships)</u> , paragraph 2.5;
<b>Fees</b>	means the Fees payable for EPA, as detailed in <u>Section 5 (Fees, Charging Points and Cancellations)</u> , including the EPA Fee (including the Registration Fee), the Resit/Retake Fee and any Charge;
<b>Gateway</b>	means the point at which an Apprentice has completed their training and is ready to undertake EPA;
<b>Gateway Declaration Form</b>	means the document completed by an Employer, a Provider and an Apprentice following the Gateway Meeting;
<b>Gateway Evidence</b>	means the documents completed by an Apprentice, a Provider and/or an Employer and provided to City & Guilds to confirm completion of the training element of an Apprenticeship;
<b>Gateway Meeting</b>	means the meeting to agree that an Apprentice has gained the required level of knowledge, skills and behaviours, along with any mandatory qualifications as well as passing English and maths at a level set by an Apprenticeship Standard;
<b>General Terms</b>	means the General Terms set out in <u>Section 7 (General Terms)</u> ;
<b>Handbook</b>	means the City & Guilds and ILM document described in <u>Section 2 (Apprenticeships)</u> , paragraph 2.6;
<b>IEPA</b>	means Independent End-point Assessor;
<b>IfATE</b>	means the Institute for Apprenticeships and Technical Education;
<b>ILM Brand</b>	means the initials “ILM” under which City & Guilds offers leadership and management qualifications;
<b>ILR</b>	means Individual Learner Record, an Apprentice’s record of learning and training that a Provider completes throughout an Apprenticeship;
<b>Intellectual Property Rights</b>	means all rights in, and to, inventions (whether patentable or not), patents, designs (both registered or unregistered), copyright, database rights, rights in computer software, trade and service marks (both registered and unregistered) and any other intellectual property right or sui generis rights, together with all rights to the grant of, and applications for, the same and the right to issue proceedings for passing off, and including all similar or analogous rights throughout the world and all future rights of such nature;
<b>LIEPA</b>	means Lead Independent End-point Assessor;
<b>Malpractice Policy</b>	means City & Guilds’ <u>Malpractice in End-point Assessments Policy</u> (as updated and amended) made available by City & Guilds from time to time;
<b>Manual</b>	means this Manual for the End-point Assessment Service (including the General Terms);

<b>Ofqual</b>	means the Office of Qualifications and Examinations Regulation;
<b>On-Programme</b>	means the period of time of an Apprenticeship undertaken by an Apprentice prior to EPA;
<b>Party</b>	means City & Guilds and/or the Customer;
<b>Planning Meeting</b>	means the meeting between an IEPA, an Employer, a Provider and an Apprentice;
<b>Policy</b>	means any policies, procedures, processes and regulations applicable or relating to the EPA Service published and/or adopted by City & Guilds (as updated and amended) and made available by City & Guilds from time to time, including: <ul style="list-style-type: none"> <li>(i) City &amp; Guilds' <i>Malpractice Policy</i>;</li> <li>(ii) the codes of practice of any relevant regulatory authority; and</li> <li>(iii) any other information, guidance or documentation supporting delivery, examination, assessment or quality assurance of the EPA Service or specifying procedures, processes and regulations which may be specific to a particular Apprenticeship, Apprenticeship Standard or EPA;</li> </ul>
<b>Post Results Services Policy</b>	means City & Guilds' <u>Post Results Services Policy</u> (as updated and amended) made available by City & Guilds from time to time;
<b>Provider</b>	means an organisation providing training to an Apprentice, as further defined under <u>Section 2 (Apprenticeships), paragraph 2.3</u> ;
<b>Record of Achievement</b>	means the document issued by City & Guilds to an Apprentice which lists all the Assessment Components and the results achieved for each Assessment Component;
<b>Registration</b>	means the process of registering an Apprentice for an EPA, as detailed in <u>Section 4 (The EPA Service), paragraph 4.1</u> ;
<b>Registration Fee</b>	means the part of the EPA Fee payable on Registration, as detailed on Walled Garden;
<b>Resit</b>	means the resitting of a failed Assessment Component by an Apprentice, without extra learning;
<b>Resit/Retake Fee</b>	means the Fee payable following a Resit or Retake, as detailed on Walled Garden;
<b>Retake</b>	means the retaking of a failed Assessment Component by an Apprentice, after further training;
<b>Safeguarding Guidelines</b>	means the safeguarding document available online at <u>www.cityandguilds.com</u> ;
<b>Statement of Achievement</b>	means the document issued by City & Guilds for an Apprentice: <ul style="list-style-type: none"> <li>(i) for each individual Assessment Component; and</li> <li>(ii) in a final overarching version listing all Assessment Components at the end of the EPA;</li> </ul>
<b>ULN</b>	means Unique Learner Number;
<b>VAT</b>	means Value Added Tax;
<b>Virtual Assessment Service</b>	means a virtual environment service provided by City & Guilds for the purposes of hosting and assessing materials used and/or produced by Apprentices as part of an EPA;
<b>Virtual Assessment Service Provider</b>	means any third party whose service is used by City & Guilds to support City & Guilds' provision of the Virtual Assessment Service from time to time;

<b>Virtual Assessment Service Provider Materials</b>	means any materials used by City & Guilds to support City & Guilds' provision of the Virtual Assessment Service in which the Intellectual Property Rights belong to a Virtual Assessment Service Provider; and
<b>Virtual Assessment Service Provider's Terms of Use</b>	means any rules, terms and/or conditions of a Virtual Assessment Service Provider concerning, governing or regulating access to and/or use of that Virtual Assessment Service Provider's service used by City & Guilds to support City & Guilds' provision of the Virtual Assessment Service.

## 9. Appendix 2 – links and contact details

Team	Details
EPA Event team	E: <a href="mailto:EPA@cityandguilds.com">EPA@cityandguilds.com</a>
EPA Gateway team	E: <a href="mailto:epa.gateway@cityandguilds.com">epa.gateway@cityandguilds.com</a>
ESFA Certificate Claims team	E: <a href="mailto:ESFACertClaims@cityandguilds.com">ESFACertClaims@cityandguilds.com</a>
EPA Quality Delivery team	T: 0300 303 5352 E: <a href="mailto:EPA.Quality@cityandguilds.com">EPA.Quality@cityandguilds.com</a>
City & Guilds Sales team	E: <a href="mailto:directsales@cityandguilds.com">directsales@cityandguilds.com</a>
ILM Sales team	All initial enquiries are directed through the ILM Customer Services team.  T: 01543 266 867 E: <a href="mailto:customer@i-l-m.com">customer@i-l-m.com</a>
City & Guilds Customer Services team	T: 01924 930 800 (option 5 EPA) E: <a href="mailto:EPA@cityandguilds.com">EPA@cityandguilds.com</a> W: Webchat <a href="http://www.cityandguilds.com/contactus">www.cityandguilds.com/contactus</a>  Open: Monday to Friday 08:00 to 18:00 GMT  Except bank holidays and the period between Christmas and New Year's Day. Customers will be notified if there are any additional closure dates.
ILM Customer Services team	T: 01543 266 867 E: <a href="mailto:customer@i-l-m.com">customer@i-l-m.com</a>  Open: Monday to Thursday 08:00 to 17:00 GMT and 08:00 to 16:30 GMT on Friday. Customers will be notified if there are any additional closure dates.  Except bank holidays and the period between Christmas and New Year's Day. Customers will be notified if there are any additional closure dates.

## Internal Links

City & Guilds website	<a href="http://www.cityandguilds.com">www.cityandguilds.com</a>
ILM website	<a href="http://www.i-l-m.com">www.i-l-m.com</a>
City & Guilds Apprenticeship Standards webpage	<a href="http://www.cityandguilds.com/Apprenticeships/emerging-standards">www.cityandguilds.com/Apprenticeships/emerging-standards</a>
City & Guilds EPA Services webpage	<a href="https://www.cityandguilds.com/Apprenticeships/emerging-standards/end-assessment-service">https://www.cityandguilds.com/Apprenticeships/emerging-standards/end-assessment-service</a>
ILM EPA webpage	<a href="https://www.i-l-m.com/management-apprenticeships/end-point-assessment-explained">https://www.i-l-m.com/management-apprenticeships/end-point-assessment-explained</a>
Walled Garden	<a href="http://www.walledgarden.com">www.walledgarden.com</a>
e-volve	<a href="https://evolve.cityandguilds.com/login">https://evolve.cityandguilds.com/login</a>
EPA Pro	<a href="https://epa.cityandguilds.com/login">https://epa.cityandguilds.com/login</a>

## External links

Apprenticeship Standards	<a href="https://www.instituteforApprenticeships.org/Apprenticeship-standards/">https://www.instituteforApprenticeships.org/Apprenticeship-standards/</a>
Institute for Apprenticeships Technical and Education (IfATE)	<a href="https://www.gov.uk/government/organisations/institute-for-apprenticeships-and-technical-education">https://www.gov.uk/government/organisations/institute-for-apprenticeships-and-technical-education</a>
Education and Skills Funding Agency (ESFA)	<a href="http://www.gov.uk/government/organisations/skills-funding-agency">www.gov.uk/government/organisations/skills-funding-agency</a>
The Office of Qualifications and Examinations Regulation (Ofqual)	<a href="http://www.gov.uk/government/organisations/ofqual">www.gov.uk/government/organisations/ofqual</a>

## Contact us

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**[cityandguilds.com](http://cityandguilds.com)**

## About City & Guilds

City & Guilds is the global skills partner, empowering people, organisations and economies to develop the skills they need for growth. With almost 150 years of trusted expertise, we support people into work, help them develop on the job and move into the next job.

We work with Governments, employers, training providers, colleges and industry stakeholders to design and deliver high-quality training, qualifications, assessments and credentials that lead to meaningful career progression. We understand the life changing link between skills development, social mobility and success. Our solutions span critical sectors including construction, engineering, transport, energy and electrical, serving over 1 million learners annually.

Through our comprehensive portfolio of brands and trusted global network, we set industry-wide standards for technical, behavioural and commercial skills to improve performance and productivity. We believe you can achieve your potential - and we're here to help make it happen.

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