

City & Guilds Manual for the End-Point Assessment Service

Version 1.0

January 2018

This is version 1.0 of the Manual for the End-point Assessment Service. It is each Customer's responsibility to ensure that its staff involved in the provision of the EPA Service familiarise themselves with this version of the document.

This document is subject to regular revision, and maintained electronically by its owner, the EPA Team. Electronic copies are version controlled. Printed copies are not subject to this control.

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Section A: Introduction

1. Introduction to the Manual

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

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

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

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

2. Definitions

Please see the Appendix A - Glossary of Terms for definitions used in this Manual.

3. What is the EPA Service

City & Guilds is an EPA organisation approved by the ESFA and listed on the RoEPAO. City & Guilds offers an independent **EPA Service** to administer a range of EPA to Apprentices, as specified in the relevant Assessment Plan.

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

4. City & Guilds EPA Support

City & Guilds provide focused support to those using the EPA Service. The roles and responsibilities of key support teams are listed below:

EPA Team	<p>The EPA Team is responsible for processing bookings, arranging the administration of EPAs and handling the release of, and enquiries about, results.</p> <p>They will support Customers from the Reservation stage and until the Results are processed.</p>
Quality Team	<p>The Quality Team, support the application process for potential customers and Centres who wish to be apply to access the City & Guilds EPA Service.</p>
Quality Co-ordinators (QC)	<p>The QCs are responsible for the management of new EPA applications.</p>
Sales Team	<p>The Sales Team is responsible for providing advice and guidance to Centres and potential customers in respect of the EPA Service.</p>
Policy Team	<p>The Policy Team is responsible for monitoring and auditing compliance with internal and external policies and regulations;</p>
Customer Services Team	<p>The Customer Services Team offers general information, support or assistance.</p> <p>They can be contacted between 08:00 and 18:00 Monday to Friday except bank holidays and the period between Christmas and New Year's Day.</p>
Independent End-point Assessors (IEPAs)	<p>The IEPAs are assessors responsible for conducting the EPAs.</p> <p>IEPAs have relevant occupational and assessment experience to carry out all aspects of the EPA.</p>
Lead Independent End-point Assessors (LIEPAs)	<p>LIEPAs are assessors who are responsible for managing and supporting IEPAs.</p> <p>They are responsible for quality assuring the administration and assessment decisions of IEPAs through standardisation and sampling.</p>

5. Useful Contacts

Contact Details for the each of the teams listed above can be found in Appendix C.

6. City & Guilds EPA Services and products

Service	Information	Link
City & Guilds website	contains helpful and essential information to support Customers;	www.cityandguilds.com
Walled Garden	enables Customers to carry out a range of day-to-day functions quickly and efficiently;	www.cityandguilds.com/walledgarden
EPA Portal	enables Customers to provide Assessment and Gateway Evidence to the EPA Team;	Access to the EPA Portal is provided by the EPA Team.
e-volve	enables Customers to administer online exam delivery easily and efficiently;	www.cityandguilds.com/welcometoevolve
Product	is the Registration and EPA element being selected on Walled Garden; and	www.cityandguilds.com
Product Code	is the specific code attached to each Product	www.cityandguilds.com

Section B: Background

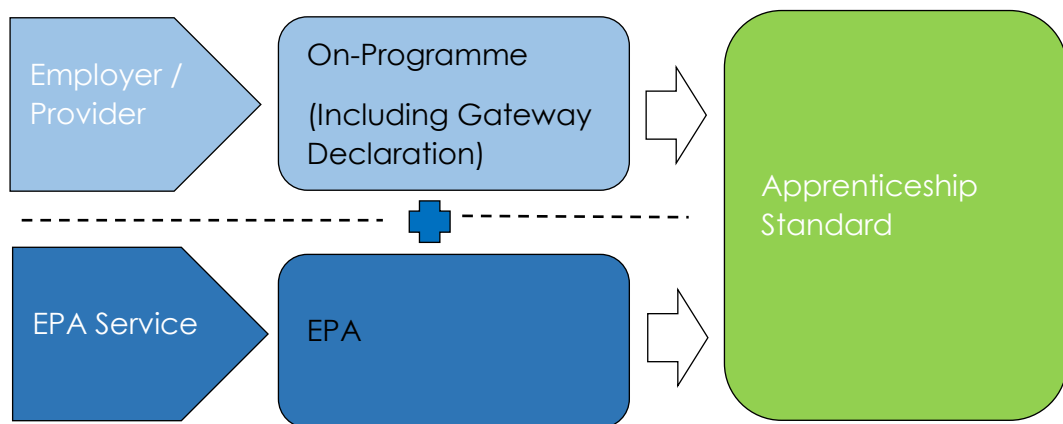
1. Apprenticeship Standards

In response to government reform, new Apprenticeship Standards have been designed to meet the changing needs of Employers, Providers and Apprentices.

They aim to:

- give Employers control in designing Apprenticeships;
- increase the flexibility of delivery;
- simplify the funding system; and
- increase the effectiveness of training.

2. Apprenticeship Structure



3. The Register of Apprenticeship Training Providers

Any organisation that intends to deliver Apprenticeship training must apply to be listed on the RoATP.

Organisations not listed on the RoATP 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: <https://www.gov.uk/guidance/register-of-Apprenticeship-training-providers>

A Provider's role in delivering an Apprenticeship is providing off-the-job knowledge-based learning. The majority 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.

4. Types of Provider

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

Types of Provider	
Main Providers	are organisations that deliver On-Programme learning to levied and non-levied employers and can act as a subcontractor to another main Provider;
Employer Providers	are levied Employers who deliver On-Programme learning directly and solely to their own staff; and
Supporting Providers	are organisations that deliver On-Programme learning to either Main Providers or Employer Providers.

5. Qualifications

There is no mandatory requirement for qualifications within Trailblazer Apprenticeships unless specifically required e.g for a licence to practice. Trailblazer Groups, if they so wish, can build mandatory qualifications into the Apprenticeship Standard or include recommended qualifications in the Assessment Plan.

Where qualifications are not included in the Apprenticeship Standard, Employers and/or Providers can: i) build qualifications into their Apprenticeship programme at an extra cost or ii) develop a programme that does not include qualifications (for example using a City & Guilds On-Programme Offer).

6. On-Programme

Continuous assessment is needed to track Apprentices' progress, gather feedback and offer Employers and Providers a clear perspective of Apprentices' readiness for the EPA. The continuous assessment may be through a one-to-one monitoring progress or as a formal qualification that precedes the EPA.

The Provider is primarily responsible for the quality assurance of the delivery of the On-Programme element but Employers, in some circumstances, may be able to carry out all or part of this function.

7. EPA Methods

Each Apprenticeship Standard contains details of the method of EPA that the Apprentice will need to complete such as:

- externally marked examinations and knowledge test assessments;
- knowledge and understanding tasks;
- oral assessments;
- practical tasks;
- presentations;

- showcase portfolios;
- work-based tasks/projects; and
- workplace observations

8. EPA Documents

8.1. External EPA Documents

The following documents (produced by Trailblazer Groups) define what is required by Apprentice for their Apprenticeship in their chosen sector/job role:

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

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

- **Assessment Plan** – detail the requirements for EPA 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 include details of any qualifications (the On-Programme element) that are required to be completed prior to the EPA, either prior to starting or during the Apprenticeship.

Once an Assessment Plan is approved it will be published online and the Apprenticeship will be marked as 'approved for delivery'

- **Employer Brief** – expands on the requirements set out in the Apprenticeship Standard and breaks down the Apprenticeship Standard into further detail.

Please note that the City & Guilds EPA Documents incorporate the information from these documents.

8.2. City & Guilds EPA Documents

City & Guilds has produced documents that explain what is included in the Apprenticeship Standards, Assessment Plans and Employer Briefs as well as containing additional guidance on the EPA Service.

- **EPA Pack** – details the i) Apprenticeship Standard; ii) assessment tasks that must be achieved during EPA; iii) guidance for the IEPA, the Customer and the Apprentice.

- **Handbook** (for certain EPAs only) – detail i) the Apprenticeship Standard; ii) any training specifications iii) Employer Briefs documents; and iv) supplementary guidance.

Further information on these documents can be found by searching the City & Guilds website (www.cityandguilds.com) using the Product Code (i.e. 1234.56) or the title of the Product.

Any documents that require a password can be found via Walled Garden under the “*Catalogue*” section.

Section C: The EPA Service

City & Guilds has designed an easy-to-use, high quality EPA Service to deliver secure, valid and robust EPAs. This section details each stage of using the EPA Service.

For a quick breakdown of EPA responsibilities for City & Guilds, the Employer and the Provider at each stage, please refer to *Appendix 1*.

1. Application



Centres and potential customers are required to submit the EPA Application Form and be accepted to purchase EPA before any formal arrangements can be made.

Forms are available, under the 'Process' section on the EPA Service page of the City & Guilds website.

Link: <https://www.cityandguilds.com/Apprenticeships/emerging-standards/end-assessment-service>

1.1. Potential Customers with an EPA only requirement

Organisations who are not Centres, who wish to use the EPA Service must complete and submit the relevant EPA Application Form.

Customers will need to complete a new EPA Application Form for each new job role/Apprenticeship type being assessed.

1.2. Potential Customers with qualification or City & Guilds' On-Programme Offer requirements

Where there is a qualification attached to the Apprenticeship Standard or where the Customer wishes to use the City & Guilds On-Programme Offer (e.g. training manuals), organisations who are not Centres must apply for and obtain Centre approval prior to completing the EPA Application Form.

Please visit the "help and support" section for how to do this.

Link: <https://www.cityandguilds.com/help>

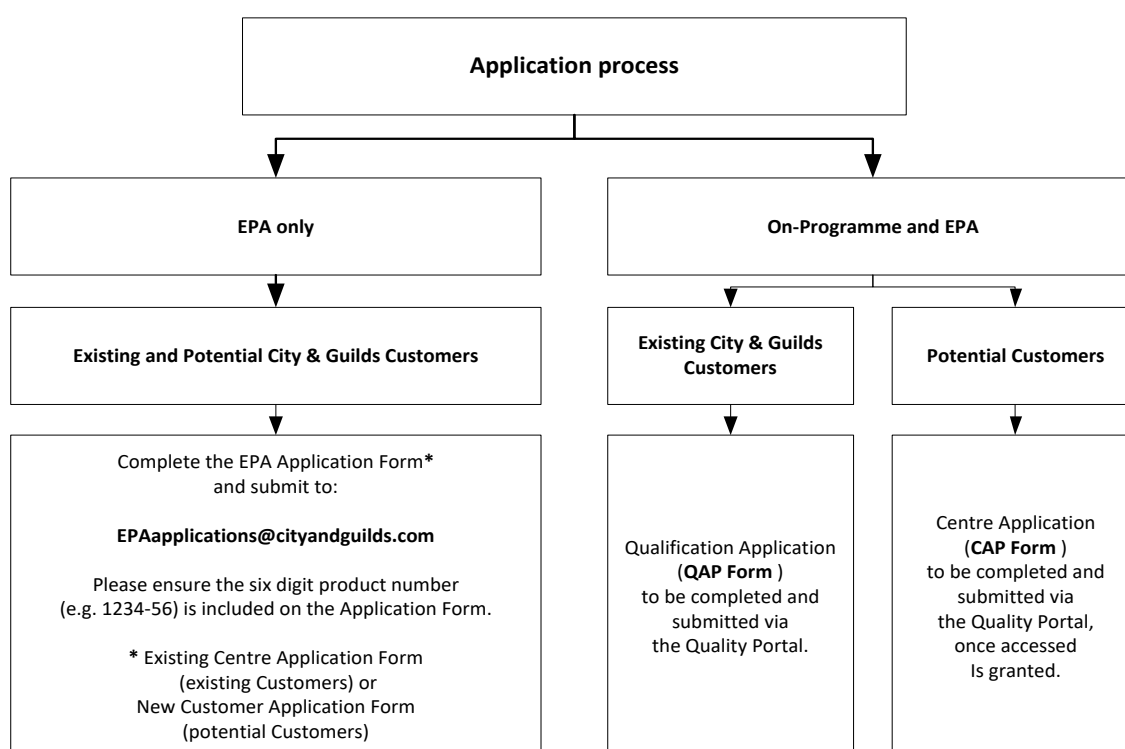
1.3. Existing Customers

Centres must complete the EPA Application Form.

If the Apprenticeship Standard contains a mandatory qualification, then Centres must apply for and obtain approval for that qualification in accordance with the City & Guilds Centre Manual.

The Quality Team will support the application process. If there are any queries regarding the application, then the Quality Team will contact the Customer to discuss.

1.4. Application process



It is the Customer's responsibility to ensure Centre or qualification approval has been granted before making any EPA arrangements.

A QC will contact the Customer where an EPA Application Form has been submitted. Once processed, the acceptance will be confirmed in writing. Acceptance is at City & Guilds' discretion and there is no obligation to let the Customer know the reason, nor is there a right of appeal, for non-acceptance.

City & Guilds may decide not to progress an application at any stage prior to acceptance being confirmed in writing by the Quality Team.

If Customers have any questions about the Application process, then they should contact the Sales Team at directsales@cityandguilds.com

1.5. Walled Garden

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

1.6. e-volve

Some Apprenticeship Standards require knowledge tests during EPA. Knowledge test assessments are conducted through e-volve.

For further information on how to become an e-volve centre, including details about the minimum technical requirements to run e-volve visit: www.cityandguilds.com/welcometoevolve

2. Registration



The Customer must register Apprentices through Walled Garden.

For further information on how to do this, please refer to the Walled Garden support documentation at www.cityandguilds.com/walledgarden and the *Booking Guide* available [here](#).

Link: <https://www.cityandguilds.com/~media/Documents/help/centres/walled-garden/Walled%20Garden%20-%20EPA%20booking%20Manual%20pdf.ashx>

The Customer is responsible for the management of all quality assurance, compliance and potential malpractice issues associated with Apprentices it registers.

2.1. Data Protection

Data Protection Laws place obligations on those that control and process information relating to individuals. Customers must provide Apprentice Data to City & Guilds upon Registration:

- information which relates to a living individual who can be identified from that information ('**Personal Data**'); and
- information relating to a living individual's physical or mental health ('**Sensitive Personal Data**')

2.2. Data Protection Notice

When collecting Personal Data or Sensitive Personal Data, Customers must ensure that its Apprentices are aware of such data that will be collected and how it will be used. This can be done using a privacy notice.

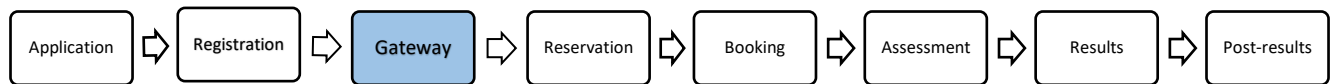
It is the responsibility of Customers to ensure that the privacy notice they use is, at all times, accurate and compliant with any Data Protection Laws.

The Customer's privacy notice must allow the Customer to transfer Apprentice Data to City & Guilds:

- in relation to Personal Data for the following purposes:
 - to undertake administration and assessment in relation to the EPA for which the Apprentice is registered, including providing the Customer and/or Apprentice with a Statement of Achievement on successful completion of the Apprentice's EPA;

- to contact Apprentices directly in relation to City & Guilds quality assurance purposes by City & Guilds for the EPA for which the Apprentice is registered;
 - investigations into allegations of suspected malpractice;
 - to inform Apprentices of products or services offered by City & Guilds;
 - to disclose to its regulators or for the purposes of Apprenticeships to the relevant sector skills councils where so required;
 - to disclose to relevant industry bodies; and
 - to disclose to relevant industry bodies, where so required by law, to; i) account for Apprentices where there is a requirement to do so; and ii) contact an Apprentice directly if there is a requirement for such bodies and the information is not readily accessible by other means.
- in relation to Sensitive Personal Data, to administer requests for reasonable adjustments/Access Arrangements.

3. Gateway



The Employer and Provider must confirm that the On-Programme requirement has been met by the Apprentice and the Apprentice is ready to undertake the EPA.

The Employer and Provider must hold a meeting to agree that the Apprentice has gained the required level of knowledge, skills and behaviours, along with any mandatory qualifications including where appropriate English and maths at a level set by the Apprenticeship Standard ("**Gateway Meeting**").

To confirm this meeting has taken place, the Employer, Provider and Apprentice are required to complete a *Gateway Declaration Form* (provided in the EPA Pack). For auditing purposes, the Gateway Declaration Form must be signed and dated by all parties at the Gateway Meeting and then submitted to City & Guilds as part of the Reservation process.

City & Guilds strongly recommend that particular attention is made to ensuring that the Apprentice is competent, in the subject matter of the EPA, prior to making a reservation for the EPA. Failure to do so, may disadvantage the Apprentice at the EPA.

4. Reservation



Following the Gateway Meeting and the Gateway Declaration Form being signed, the Customer can make a Reservation for the EPA. The maximum time between Reservation and EPA is three months.

It is the responsibility of the Provider to ensure that the EPA only takes place once the minimum duration of an Apprenticeship has been met. Please refer to the ESFA funding guide and appropriate Apprenticeship Standard for further information.

Where the EPA does occur before the minimum duration has been met, then the results will be claimed as a 'fail'. The Provider will be required to book a resit (see Paragraph 8) for all affected Apprentices

It is the responsibility of the Customer to ensure that only authorised Walled Garden users will have permission to make Reservations, in accordance with the Walled Garden *Terms and Conditions*.

Link: <https://www.walled-garden.com/~media/68F410662FD14A6CB72D708504C03DFD.ashx>

The Customer is responsible for ensuring the accuracy of the information being supplied at time of Reservation and for confirmation that all Apprentices being submitted for EPA have met the Gateway requirements.

4.1. How to make a Reservation

The Customer shall be entitled to make a Reservation for an EPA following:

- registration of the relevant Apprentices with Walled Garden using the relevant Product Code;
- the Apprentices completing On-Programme learning (including any mandatory qualifications and any other specific requirements where they are listed in the Apprenticeship Standard and/or Assessment Plan);
- submission of the Gateway Declaration Form; and
- tentative agreement with the Employer that the Apprentice is available for the chosen month.

Full details on how to make a Reservation are available in the Booking Guide.

Link: <https://www.cityandguilds.com/~media/Documents/help/centres/walled-garden/Walled%20Garden%20-%20EPA%20booking%20Manual%20pdf.ashx>

Once a Reservation has been submitted via the Walled Garden, a member of the EPA Team will contact the Customer within two working days with a Data Capture Form for the Customer to i) review and provide additional information and ii) if required, update the pre-populated information including any contact details for the person within the Customer's organisation who the EPA Team will contact to arrange the EPA. The Customer must submit the *Data Capture Form* electronically to the EPA Team via epa@cityandguilds.com within **ten working days** of the EPA Team issuing the *Data Capture Form*.

City & Guilds will aim to process the information provided by the Customer within **five working days** and then grant the Customer access to the EPA Portal.

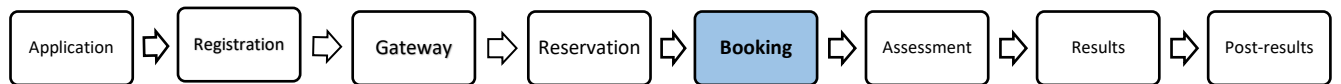
4.2. Gateway Evidence

Within **ten working days of** access to the EPA Portal being granted, the Customer is required to upload to the EPA Portal:

- the completed *Gateway Declaration Form*;
- evidence of maths and English completions or exemption evidence if applicable; and
- copies of any required Gateway Evidence detailing completion of the On-Programme element for each Apprentice, as stated in the Apprenticeship Assessment Plan.

In exceptional circumstances and with the approval of the EPA Team, the Customer may be permitted to submit the Gateway Evidence in hard copy. Under such circumstances, an Administration Fee may apply.

5. Booking



The person named on the Data Capture Form, will be contacted by the EPA Team to discuss the range of potential EPA dates, relevant deadlines for Assessment Evidence and to confirm resourcing requirements. The EPA Team will aim to match an IEPA to this availability.

The EPA Team will confirm the booking via an electronic Booking Confirmation Form within **three working days** of receipt of all necessary Gateway Evidence.

The Customer must check the details supplied in the Booking Confirmation Form and, within **two working days**, either:

- confirm that the details on the Booking Confirmation Form are correct and the Employer has agreed to make the Apprentice available for the EPA by signing, dating and returning the Booking Confirmation Form to EPA@cityandguilds.com; or
- if amendments are required, notify the EPA Team at EPA@cityandguilds.com. The EPA Team will make the necessary amendments and provide a revised Booking Confirmation Form within **five working days**.

Any requests for amendments received after the Booking Confirmation Form has been finalised, will be subject to an Administration Fee.

The EPA Team will contact the IEPA, and LIEPA providing them with a signed and dated copy of the Booking Confirmation Form and all other relevant details.

The IEPA may be required to contact the Customer and or Employer to agree further details where applicable.

6. Assessment



EPAs will take place at the date, time and EPA Site as detailed in the EPA Booking Confirmation Form or, if there is a delay, in the same running order as was scheduled for that particular day.

Where applicable, the Customer must submit the Assessment Evidence via the EPA Portal **10 working days** prior to the EPA, at which point access to the EPA Portal will be removed.

The relevant EPA Pack and Assessment Plan will indicate what Assessment Evidence is required.

In exceptional circumstances, (with the approval of the EPA Team), the Customer may be permitted to submit the Assessment Evidence in hard copy. Under such circumstances, charges may apply.

6.1. Externally Marked Examinations and Knowledge Test Assessments

Depending on the Apprenticeship Standard and the type of EPA required there may be a number of assessments that the Customer must ensure the Apprentice completes prior to the EPA.

In some circumstances it may not be possible for a Customer to use e-volve. In these situations the EPA Team may make alternative arrangements for the externally marked examinations and knowledge test assessments to be administered. The final decision will be on a case by case basis.

The result of any externally marked examinations or knowledge test assessment, if taken by an Apprentice prior to the EPA will be used as Assessment Evidence towards the EPA, and may affect the overall EPA grade.

For example: where an Assessment Plan allows for an Apprentice to can achieve a 'distinction' grade only at the first attempt, and the Apprentice fails, they can achieve no more than a 'pass' on the second attempt.

The Customer must ensure secure EPA Sites and trained invigilators are in place, in order to administer the externally marked examinations or knowledge test assessments, as part of the EPA. The Quality Team will be able to further support in ensuring Customers can meet these arrangements.

Where the Customer is unable to administer externally marked examinations and/or knowledge test assessments, the Customer should contact the Sales Team to discuss alternative options.

6.2. EPA Site

An EPA can take place at either the Employer or Provider's premises.

EPA will only be carried out at an agreed EPA Site on the dates and times detailed on the Booking Confirmation Form.

The Customer must ensure:

- the EPA Site and any relevant equipment is available and accessible for the EPA;
- the EPA Site and any relevant equipment meets any requirements relevant for the EPA such as health and safety, and technical requirements;
- a Customer contact is available who will be responsible for informing the IEPA/LIEPA of any fire evacuation procedures and how to report any incidents which may occur in line with the Customer's policies and procedures; and
- (if it is a requirements of the Apprenticeship Standard) a representative of the Employer is be available for the EPA.

6.3. Responsibility of the IEPA

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

- check that the Apprentices are present on the date/time of EPA;
- check the Apprentice's identification; and
- check that authorisation of any Access Arrangements have been granted by City & Guilds.

Following the EPA the IEPA shall confirm to the Apprentice that results will be available within **20 working days**. The IEPA will not confirm results.

6.4. Responsibility of the Customer

The Customer must ensure that Apprentices:

- understand the EPA process;
- understand what is required of them (including the requirement to produce photographic ID on the date of the EPA); and
- are aware of the EPA booking details

6.5. Attendance at the EPA

Some types of assessment require a review panel or attendance by an Employer's representative. A review panel is comprised of representative

from the Employer, and/or third party organisations (e.g. IFA). The review panel is chaired by the IEPA.

The Customer must:

- make arrangement for the attendance by an Employer's representative review panel if so required (in line with the Assessment Plan) ;
- ensure that any of the Employer's representative has no conflicts of interest
- ensure that any of the Employer's representatives has been briefed regarding any specific Access Arrangements; and
- provide the EPA Team with the identity of the representative at the point of Booking, so that the IEPA can be informed before the EPA.

The Customer must inform and agree any change in Employer representative with the EPA Team prior to the date of the EPA.

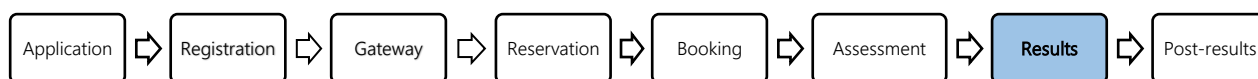
6.6. Cancellation during the EPA

The IEPA may cancel or stop the EPA for a variety of reasons, including:

- no access to required systems;
- required resources/materials not being present at the EPA Site;
- health and safety concerns;
- concerns over validity/identity of Apprentice or lack of photographic ID;
- Apprentice being absent;
- Apprentice being unable to continue with the EPA;
- sufficiently competent panel members not being available for panel reviews (where required);
- potential malpractice being identified; and/or
- the EPA 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 in order for the EPA to take place. If there is a change in circumstance which resolves the above issues then the EPA Team will confirm the EPA is still able to take place. Refusal shall not be unreasonably withheld.

7. Results



Following the completion of all relevant EPA, IEPAs upload all completed Assessment Documentation and feedback reports for quality assurance, to City & Guilds.

The LIEPA will review the Assessment Documentation, in line with the quality assurance and sampling strategy before results are uploaded to Walled Garden to provide final grades for the Apprentices.

City & Guilds aims for the process from submission of Assessment Documentation to final grades to take up to **twenty working days** to complete.

Where Apprentices have passed the EPA, City & Guilds will issue a Statement of Achievement to Customers.

The Customer must then input the outcome and date of the final component of the EPA, into the Individual Learner Record and submit to the ESFA in the next available upload. Assessment dates and grades attained can be retrieved from the Walled Garden.

City & Guilds will submit final grades to the IFA on the fourth working day of each month to request the issue of the Apprenticeship Completion Certificates.

The issue of Apprenticeship Completion Certificates can be delayed if the information in the Individual Learner Record does not match those submitted by the EPA Team.

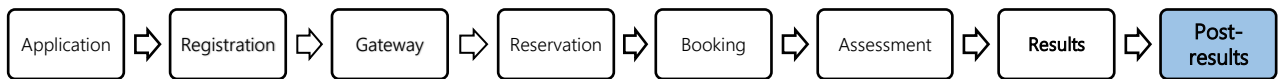
The IFA will send the Completion Certificates directly to the Employer.

7.1. Cancelling Results

City & Guilds reserves the right to cancel results if:

- malpractice is identified;
- payment has not been received; and/or
- for some other reason City & Guilds is not confident in the outcome of the EPA.

8. Post-results



8.1. Results Enquiry

Where Apprentices are unhappy with the results of their EPA, the Customer can make an enquiry about the results. This means that the assessment decision will be reviewed by an unrelated IEPA, in order to establish decisions are correct.

Customers requiring this service should contact the Policy Team for further information.

8.2. Re-sits

Where the Apprentice has not been successful a 'notification of candidate results' will be issued and feedback given to enable the Customers to arrange a resit.

The rules for resitting part, or all, of the EPA vary between Apprenticeship Standards. Please refer to the relevant Assessment Pack for more information.

The Customer must book any resits through Walled Garden by selecting the resit module.

Unless otherwise explicitly stated in the Assessment Plan, a change of IEPA is not required to assess the resit. City & Guilds will allocate a different IEPA from the one that conducted the original EPA, where appropriate.

Section D: Fees

1. Fees and Charging Points

City & Guilds shall issue invoices to the Customer:

- a) on Registration onto the EPA for the Registration Fee;
- b) following the EPA for the EPA Fee for the relevant Product ; and
- c) as required for any Administrative Fee or Cancellation Fee as detailed in this Manual.

City & Guilds shall issue invoices to the Customer for resits in accordance with a) to c) above.

Alternative charging points and credit facilities must be discussed by the Customer with their Sales contact.

2. Cancellation

Under some circumstances it may be necessary for the Customer or City & Guilds to cancel EPAs following Booking.

2.1. Cancellation by City & Guilds

If City & Guilds cancels the EPA, including where the Customer has not fulfilled any pre-assessment requirements as detailed above, it will:

- where possible, inform the Customer prior to the date of the EPA;
- contact the Customer to discuss the cancellation and future availability.

If City & Guilds is required to make a change to a Booking has already been confirmed, the Customer:

- will be provided alternative date which they may accept; or
- City & Guilds will refund any Fee paid in relation to that EPA if the Customer does not wish to rebook an EPA.

2.2. Cancellation by the Customer

If the Customer cancels the EPA:

- prior to the date of the EPA then the Customer must inform the EPA Team by email; or
- on the day of the EPA, then the Customer must inform the EPA Team by telephone.

Any cancellation may be subject to some or all of the Fee, in accordance with the table below.

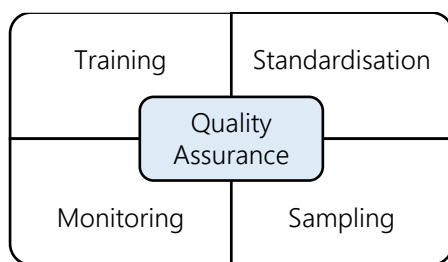
Stage	Period	Cancellation charge or refund
Registration	14 days or fewer from date of Registration	Full refund of Registration Fee
	After day 15 from date of Registration	No refund of the Registration Fee
Reservation, Booking and Assessment	14 days or fewer to the date of the EPA	No refund of the Registration Fee and the City & Guilds will charge 100% of EPA Fee for the relevant Product
	15 -30 days to the date of the EPA	No refund of the Registration Fee and the City & Guilds will charge a: <ul style="list-style-type: none"> • £75 Administration Fee; and • £180 Cancellation Fee
	60 – 31 days to the date of the EPA	No refund of the Registration Fee and the City & Guilds will charge a: <ul style="list-style-type: none"> • £75 Administration Fee; and • £75 Cancellation Fee
	90 – 61 days to the date of the EPA	No refund of the Registration Fee and the City & Guilds will charge a £75 Administration Fee

Section E: Quality Assurance

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

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

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.

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

2. Training

To ensure consistency of approach and in-depth understanding of the Apprenticeship Standards and Assessment Plan, all IEPAs are required to undertake training in order to prepare them for the IEPA role, including a detailed induction and specific training for the sector area.

3. Standardisation

All IEPAs must be standardised in all relevant assessment methods in order to carry out EPA.

Standardisation activities are carried out on an on-going basis to ensure that all IEPAs make consistent, robust EPA decisions to the same standard in line with the grading criteria.

4. Monitoring

IEPAs are subject to performance monitoring from LIEPAs and from City & Guilds.

LIEPAs may accompany IEPAs carrying out EPA to ensure that the EPA is being administered safely, securely and in line with City & Guilds guidance.

Assessment Documentation may also be subject to review by a number of regulatory bodies.

5. Sampling

IEPAs will be sampled for the administration of the various assessment methods and the related assessment decisions.

Sampling will be structured and recorded to ensure thorough and robust quality assurance is maintained to meet regulatory requirements.

6. 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 (in accordance with the Assessment Plan) and secure EPA. This includes ensuring that Apprentices:

- are confident that IEPAs and LIEPAs will adhere to relevant policies, codes of practice and codes of conduct;
- have their personal data protected;
- are kept safe and that risk assessments are undertaken where appropriate; and
- are treated fairly, and without prejudice.

7. External Quality Assurance

The EPA Service is subject to external quality assurance to ensure compliance with regulatory guidance. Responsibility for external quality assurance depends on the Apprenticeship standard and may be one or more of the following:

- IFA;
- regulatory bodies (e.g. Ofqual);
- employer organisations; and
- relevant professional bodies.

City & Guilds is under an obligation to comply with the conditions of the RoEAPO.

Section F: General Terms

1. Agreement

- 1.1. The Agreement between City & Guilds and the Customer consists of:
 - 1.1.1. the EPA Application Form;
 - 1.1.2. the Manual for the End-Point Assessment Service (including the General Terms);
 - 1.1.3. any policies, procedures and regulations of City & Guilds notified or provided to the Customer, in relation to the EPA Service, from time to time.
- 1.2. If there is any conflict between the EPA Application Form, the Manual to End Point Assessment (including the General Terms), or any policies, procedures and regulations of City & Guilds, the conflict shall be resolved in accordance with the order of precedence set in clause 1.1.
- 1.3. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). Words in the singular shall include the plural and vice versa. Any reference to *Approved Centre* in the Walled Garden Terms and Conditions shall be construed as meaning *Customer* for the purposes of this Agreement.

2. Term

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

3. Obligations of the Customer

- 3.1. The Customer shall:
 - 3.1.1. comply with all obligations in the Manual (including those set out in Appendix A), and where the Customer is not the Employer, ensure the Employer complies with all obligations in the Manual (including those set out in Appendix A);
 - 3.1.2. comply at all times with standard policies, procedures and regulations published/adopted by City & Guilds relating to the EPA and from time to time updated and notified to the Customer including: i) this

Manual; (ii) the codes of practice of any relevant regulatory authority; and (iii) any other documentation specifying procedures and regulations which may be specific to a particular EPA;

3.1.3. upon reasonable request, provide to City & Guilds, its Group Companies, and relevant regulators in a timely manner and at no charge: (i) any information and data, including Apprentice Data (including telephone numbers and email address) that City & Guilds asks for in order to check that the Customer has complied or is complying with its obligations; and (ii) access to the Customer's premises;

3.1.4. immediately disclose in writing to City & Guilds any conflict of interest which arises or may arise between its status as a customer of City & Guilds and any other activities it may undertake;

3.1.5. take all reasonable steps to identify and minimise the risk of an occurrence of any incident of malpractice or maladministration and inform City & Guilds within 10 working days of becoming aware of the incident;

3.1.6. remain at all times responsible to City & Guilds for any malpractice or maladministration involving the Customer's staff and/or Apprentices;

3.1.7. comply at all times with all relevant legislation and directives relevant to its obligations under this Agreement;

3.1.8. implement the provisions of any action plan within the timescales set out therein;

3.1.9. not hold itself out as in anyway legally entitled to bind City & Guilds or enter into any contractual obligation on behalf of City & Guilds;

3.1.10. not sub-contract to any third party all or any part of its obligations under this Agreement except as authorised in writing by City & Guilds and, in relation to any sub-contract, remain liable at all times to City & Guilds for the acts, errors, or omissions of any such sub-contractor; and

3.1.11. not offer or promote any City & Guilds qualifications if it is not a Centre.

3.2. The Customer will make good any loss (including loss of reputation) which City & Guilds incurs as a result of any action, failure to act, or negligence on the part of the Customer, its employees, sub-contractors or agents.

4. Obligations of City & Guilds

- 4.1. City & Guilds shall use its reasonable endeavours to:
 - 4.1.1. comply with all obligations in the Manual (including those set out in Appendix A;
 - 4.1.2. provide EPA Service to the Customer in accordance with the Customer Service Statement and this Manual;
 - 4.1.3. deal with the Customer in accordance with the Customer Service Statement and the Manual; and
 - 4.1.4. provide reasonable guidance and support to the Customer on EPA Service including the administration, assessment and quality assurance.
- 4.2. If City & Guilds' performance of its obligations under this agreement is prevented or delayed by any act or omission of Customer, its employees, sub-contractors or agents, or any other event beyond the reasonable control of City & Guilds, then City & Guilds shall not be liable for any costs, charges or losses incurred by the Customer that arise directly or indirectly from such prevention or delay.

5. Fees

- 5.1. The Customer shall pay the Fee in accordance with the Section D by direct debit or within 30 days of the date of invoice by BACS, and the Walled Garden Terms and Conditions. The Fees may be refundable upon cancellation in accordance with Section D, Paragraph 2.2.
- 5.2. City & Guilds reserves the right to review the Fees and shall inform the Customer in writing of any changes.
- 5.3. Any and all expenses, costs, and charges incurred by the Customer in the performance of its obligations under this Agreement shall be paid by the Customer and shall be included in relevant invoices issued for the Fees.
- 5.4. The Fees and any other payments due to City & Guilds exclude any applicable VAT or other applicable sales tax which if applicable City & Guilds shall add to its invoices at the appropriate rate.
- 5.5. If the Customer fails to make any payment due to City & Guilds under this Agreement by the due date for payment, City & Guilds reserves the right to:
 - 5.5.1. withhold or cancel results;

5.5.2. suspend processing of registrations, results and certificates;

5.5.3. charge interest on the overdue amount at the rate of 4% per annum above the base rate of the Bank of England. Such interest shall 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

5.5.4. serve notice of termination of the Customer under clause 15.1 and, if so, for the period from the notice to the date of termination, City & Guilds shall suspend the Customer's right to register 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.

5.6. The Customer acknowledges that if City & Guilds exercises its rights under clause 5.5, City & Guilds shall have no liability for any loss (whether direct or indirect) incurred by the Customer arising therefrom.

6. Intellectual Property Rights

6.1. All Intellectual Property Rights and all other rights in the materials created in the provision of the EPA Service shall be owned by the City & Guilds. City & Guilds hereby grants to the Customer a non-exclusive, non-transferable, worldwide and royalty-free licence to use the materials created in the provision of the Services to such extent as is necessary to enable the Customer to make reasonable use of them for the purposes of EPA for the duration of this Agreement.

6.2. The Intellectual Property Rights in and to the Assessment Documentation, City & Guilds Materials, and any other materials provided to the Customer by or on behalf of City & Guilds shall at all times (as between the parties) remain the intellectual property of City & Guilds.

7. Use of City & Guilds Materials

7.1. City & Guilds hereby grants to the Customer a non-exclusive, non-transferable licence to use the City & Guilds Materials (but, for the avoidance of doubt, not the Assessment Documentation) 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, or 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 or without the prior written consent of City & Guilds;

7.1.4. make the City & Guilds Materials available in pdf format on an intranet provided that the intranet is only accessible only to the Customer's 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 employees, agents and contractors are aware of and comply with the terms on which the City & Guilds Materials may be used.

8. Data Protection

8.1. In relation to any Apprentice Data, the Customer must:

8.1.1. comply with its obligations under the Data Protection Laws;

8.1.2. inform its Apprentices in writing of the Apprentice Data that it collects and the purposes for which it is collected (which shall include as a minimum the transfer of the Apprentice Data for the purposes set out in Section C, Paragraph 2);

8.1.3. obtain the prior written consent of each Apprentice to the transfer of his/her Apprentice Data to City & Guilds for the purposes of quality assurance, confirming assessment results, awarding certificates and informing its regulatory and other relevant industry bodies; and

8.1.4. ensure adequate technical and organisational security measures are in place to prevent unauthorised access to or loss and/or destruction of the Apprentice Data and, at the request of City & Guilds, provide to City & Guilds all necessary information to verify the existence and extent of all such security measures.

8.2. If the Customer receives any complaint, notice, or communication which relates directly or indirectly to the processing of Apprentice Data by City & Guilds or to the Customer's compliance with Data Protection Laws, the Customer shall immediately notify City & Guilds in writing and provide City & Guilds with full co-operation and assistance in relation to investigating any such complaint, notice, or communication.

8.3. The Customer shall indemnify City & Guilds for any loss City & Guilds suffers as a result of the Customer's failure to comply with Data Protection Laws.

9. Confidentiality

9.1. City & Guilds and the Customer shall each:

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 this Agreement;

9.1.3. not disclose (without the other party's prior written consent) any Confidential Information of the other party except: (i) to its employees, sub-contractors, or professional advisers who need to know such information; or (ii) as may be required by law, court order or any governmental or regulatory authority; and

9.1.4. ensure that its employees, sub-contractors, and professional advisers to whom it discloses the other party's Confidential Information comply with obligations of confidentiality equivalent to those set out in this clause.

9.2. Upon termination or expiry of this Agreement for whatever reason the Customer shall:

9.2.1. return to City & Guilds all Confidential Information, reports, papers (including photocopies) and other property or any media belonging to City & Guilds which is in its possession or under its control; and

9.2.2. not retain any copies of any of the information to be returned to City & Guilds.

10. Compliance with relevant laws

10.1. Both Parties shall:

10.1.1. comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and any other equivalent legislation ("**Relevant Requirements**"); and

10.1.2. not do, or omit to do, any act that will cause or lead other Party to be in breach of any of the Relevant Requirements.

10.2. Where the Customer has its own policies and procedures to ensure compliance with the Relevant Requirements it shall maintain and comply with them throughout the term of this Agreement but where the Party does

not have its own policies and procedures to ensure compliance with the Relevant Requirements it shall comply with the Anti-Bribery Policy.

11. Warranty

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

11.1.1. it is free to enter into this Agreement and is not bound by, and not aware of, any circumstances which would prevent the Customer from complying with the terms of this Agreement;

11.1.2. all information supplied by the Customer for the purposes of this Agreement is genuine and correct;

11.1.3. it is in compliance, and shall remain in compliance, with all laws and regulations relevant to EPA; and

11.1.4. it shall perform its obligations under this agreement with due care, skill and diligence and ensure its personnel shall have the necessary professional capabilities, qualifications, experience, skills and expertise.

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

11.2.1. it will perform the EPA Service with reasonable care and skill and in accordance with generally recognised industry practices and standards; and

11.2.2. it is free to enter into this Agreement and to license to the Customer the rights licensed to it.

12. Liability

12.1. Nothing in this Agreement limits or excludes the liability of City & Guilds or the Customer for death or personal injury, fraudulent misrepresentation or any other liability for which liability may not by law be limited or excluded.

12.1.1. Subject to clause 12.1.2 and 12.1.3, City & Guilds shall not be liable to the Customer for (i) loss of profits, business, anticipated savings, goods, or contract; (ii) depletion of goodwill and/or similar losses; (iii) loss or corruption of data or information or (iv) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;

12.1.2. The total liability of City & Guilds to the Customer for any losses, damages, costs, claims, or expenses of any kind arising out of or in connection with this Agreement shall not exceed 125% of the Fees paid

to City & Guilds by the Customer in the 12 months immediately preceding the date on which liability arose.

12.1.3. If City & Guilds' performance of its obligations under this contract is prevented or delayed by any act or omission of the Customer, its employees, sub-contractors or agents, City & Guilds shall not be liable for any costs, charges or losses incurred by the Customer that arise directly or indirectly from such prevention or delay.

12.2. The Customer shall indemnify and hold City & Guilds harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Customer as a result of or in connection with:

12.2.1. any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the EPA Services; or

12.2.2. any claim made against City & Guilds in respect of any liability, loss, damage, injury, cost or expense sustained by the Customer's employees (or those of the City & Guilds Group) or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the EPA Services as a consequence of a breach or negligent performance or failure or delay in performance of this Agreement by the Customer.

12.3. The Customer shall maintain appropriate insurance cover in respect of any act or default for which the Customer may become liable to indemnify the Customer and shall on request provide a copy of the policy to the Customer.

13. Suspension

13.1. City & Guilds may serve written notice to the Customer, at its sole discretion, to suspend approval for a period of time that City & Guilds deems appropriate in circumstance or if the Customer:

13.2. is in breach of any of the terms of this Agreement;

13.3. is subject to any findings of irregularities or malpractice;

13.4. is subject to any allegations relating to irregularities or malpractice;

- 13.5. is subject to an investigation by City & Guilds into a serious complaint or material breach of any of the terms of this Agreement;
- 13.6. has failed to remedy any actions or sanctions issued by City & Guilds;
- 13.7. within the prescribed time fails to pay any Fees when due in accordance with clause 5, except where the Fees are subject to a bona fide dispute.
- 13.8. Upon suspension City & Guilds may: withhold the issue of or access to Assessment Documentation and certificates; and/or suspend processing of Apprentice registrations and Apprentice results; and the Customer acknowledges that if City & Guilds exercises its rights under this clause, City & Guilds shall have no liability for any loss (whether direct or indirect) incurred by the Customer arising therefrom.

14. Cancellation

- 14.1. City & Guilds may cancel an EPA and charge the Fee in accordance with Section D, if:
 - 14.1.1. the required Gateway Evidence is not received within 10 working days of the Customer being granted access to the EPA Portal;
 - 14.1.2. the required Assessment Evidence is not received 10 working days prior to the EPA;
 - 14.1.3. the EPA Site does not meet the relevant requirements detailed in Section C, Paragraph 6 ;
 - 14.1.4. authorisation of special Access Arrangements cannot be verified;
 - 14.1.5. if an Apprentice is not available on the EPA day;
 - 14.1.6. if an Apprentice does not bring photographic ID; and/or
 - 14.1.7. if issue such as those identified in Section C, paragraph 6.5 cannot be resolved.
- 14.2. The Customer may cancel an EPA in accordance with Section D.
- 14.3. The Parties acknowledge that cancellation of the EPA or cancellation of results does not terminate this Agreement.

15. Termination

- 15.1. City & Guilds may terminate this Agreement forthwith on notice if (i) the Customer fails to make payment due under clause 5.5 and (ii) in accordance with City & Guilds standard malpractice procedure.
- 15.2. Either Party may terminate this Agreement forthwith on notice if: (i) the other Party is in material breach of any of the terms of this Agreement and has failed to remedy such breach (if it is capable of remedy) within 30 days of receipt of notice of the breach or such reasonable shorter period specified in the notice; or (ii) if the other Party ceases business, goes into liquidation or becomes bankrupt (or threatens to do any of these).
- 15.3. Either Party may terminate this Agreement by providing no less than 1 week's written notice to the other Party.
- 15.4. If either Party terminates this Agreement or cancels the EPA, City & Guilds shall issue an invoice for EPA Service carried out up to the effective date of termination, together with any unavoidable costs incurred by the City & Guilds as a direct result of such termination in accordance with Section D, Paragraph 2.2. The Customer shall settle the invoice in accordance with clause 5
- 15.5. Termination or expiry of this Agreement shall be without prejudice to the accrued rights, remedies, and obligations of the parties. Clauses 6 (Intellectual Property Rights), 9 (Confidentiality), 11 (Warranty); 12 (Liability) and 19.10 (Law and Jurisdiction) shall survive the termination or expiry of this Agreement.
- 15.6. Upon termination of this Agreement for whatever reason the Customer shall pay to City & Guilds all money due and outstanding to City & Guilds under this Agreement

16. Force Majeure

- 16.1. Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Agreement to the extent that its performance is interrupted or prevented by anything beyond the reasonable control of either Party.
- 16.2. Such delay or failure shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which performance is so prevented subject to clauses 16.3 and 16.4
- 16.3. Each Party shall use all reasonable endeavours to mitigate the extent of the delay or failure as described in clause 16.1 and its adverse consequences and to recommence performance of the affected obligations as soon as reasonably practicable.

16.4. Should such delay or failure persist for 60 days or such shorter period as is reasonable in the circumstances the Party not affected may, at its option and if it is reasonable for it to do so, terminate this Agreement by giving 14 days' written notice to the other Party.

17. Notices

17.1. Any notices, approvals or consents required to be given under this Agreement shall be in writing, signed by an authorised signatory of the Party giving the notice, approval or consent and delivered personally, by commercial courier, by first class post or electronic mail to the address of the Parties set out in the EPA Application Form or as notified in accordance with clause 17.4.

17.2. Any notice served by the following means shall be deemed served as indicated:

17.2.1. personal delivery: at the time of delivery;

17.2.2. commercial courier: on the date of signature of the courier's delivery receipt;

17.2.3. first class post (UK only): at the start of the second business day after posting;

17.2.4. electronic mail: on the date of delivery to a server accessible by the recipient (or the next following business day if sent outside normal working hours and provided that on the same day) and provided that the sender delivers the original signed notice to the recipient personally or despatches it to the recipient by first class post or commercial courier.

17.3. If deemed receipt is not within business hours (meaning 9:00 am to 5:00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice, approval or consent is deemed to have been received when business next starts in the place of receipt.

17.4. Either Party may change the details of its address or electronic mail address by a notice to the other Party by any of the means set out above.

18. Amendments

18.1. City & Guilds may on 30 days' written notice to the Customer amend this Agreement (including for the avoidance of doubt, the Manual) and the amendments shall become final and binding on the Parties unless, during that 30 day notice period, the Customer objects to the proposed amendments and serves written notice on City & Guilds to terminate the Agreement.

19. General

- 19.1. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior oral and written communications, understandings, representations or warranties (except those made fraudulently) relating to the subject matter hereof. Each Party warrants to the other that it has not relied on any such communications, understandings, representations or warranties in entering into this Agreement.
- 19.2. The Customer shall do and execute, or procure to be done and executed, all necessary acts, deeds, and documents to give effect to this Agreement as are reasonably requested by City & Guilds.
- 19.3. Any property of the City & Guilds which may be provided to the Customer will remain the City & Guilds' property and will be used solely for the purpose of performing the Services.
- 19.4. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, it shall apply with the minimum modification necessary to make it legal, valid, or enforceable and the remainder of this Agreement shall not be affected. The Parties agree to attempt to substitute for any invalid, illegal, or unenforceable provision for a valid, legal, or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid, illegal, or unenforceable provision. The Parties' obligations under the invalid, illegal, or unenforceable provision shall be suspended, to the relevant extent, whilst an attempt at such a substitution is made.
- 19.5. Nothing in this Agreement shall be construed as establishing or implying any partnership, joint venture, or any relationship of employment or of principal and agent, between the Parties and the Customer shall not, without the prior consent of City & Guilds, hold itself (herself or himself) out as in any way authorised to bind City & Guilds.
- 19.6. Either Party shall be entitled to assign, subcontract, charge or otherwise transfer or encumber or dispose of this Agreement or any of its rights, benefits (including by trust) or obligations under it in whole or in part without the prior written consent of the other Party, except that City & Guilds shall be entitled, in its absolute discretion, to assign to any Group Company.
- 19.7. No failure or delay by either Party to exercise any power or right under this 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. Any of the rights or remedies of the Parties under this Agreement may at any time be enforced separately or concurrently with any other rights and remedies whether under this Agreement or arising by

operation of law with the effect that the rights and remedies are cumulative and not exclusive of each other.

- 19.8. A person who is not a Party shall have no rights to enforce any of the terms and conditions of this Agreement, even if that person has relied on any such term or has indicated to any Party an assent to any such term.
- 19.9. The Customer undertakes to notify City & Guilds of any change in its circumstances, including, without limitation, its name, address, contact details, bank details, any tax registration status and any event which would give City & Guilds the right to terminate this Agreement under clause 15.
- 19.10. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and the Parties hereby submit to the exclusive jurisdiction of the English courts.

Appendix

Appendix 1 – EPA Responsibilities checklist

EPA key stages, steps and tasks checklist.

Stage	Employer responsibility	Provider responsibility	City & Guilds responsibility
Pre Gateway	<ul style="list-style-type: none"> <input type="checkbox"/> Ensure each Apprentice can meet the requirements of the Assessment Plan <input type="checkbox"/> Guarantee that Apprentices are given the mandatory 20% off the job, in order to achieve their Apprenticeship <input type="checkbox"/> Liaise with the Provider to identify and agree suitable assessment windows as to when Apprentices will be ready to be booked onto an EPA 	<ul style="list-style-type: none"> <input type="checkbox"/> Promptly register each Apprentice for EPA, via Walled Garden <input type="checkbox"/> Identify, request and seek authorisation for any Access Arrangements which may be needed for an Apprentice, prior to Booking the EPA <input type="checkbox"/> Provide appropriate On-Programme training/assessment to ensure each Apprentice meets the required skills and knowledge level of their Apprenticeship <input type="checkbox"/> Advise each Apprentice of the EPA process (Registration to Results) <input type="checkbox"/> Ensure that all relevant indemnities and insurances are in place <input type="checkbox"/> Liaise with the Employer to identify and agree suitable windows as to when Apprentices will be ready to be booked onto an EPA 	<ul style="list-style-type: none"> <input type="checkbox"/> Where available, supply On-Programme support tools after Registration <input type="checkbox"/> Provide sample assessments, where available <input type="checkbox"/> Make sure appropriate windows of assessment are available, for review in advance <input type="checkbox"/> Make certain the Provider has the relevant access to book/deliver online tests (where applicable) along with any supporting documentation

Stage	Employer responsibility	Provider responsibility	City & Guilds responsibility
Gateway	<ul style="list-style-type: none"> <input type="checkbox"/> Work alongside the Provider to ensure the timely sign off at Gateway of the Apprentice's competence and readiness for EPA <input type="checkbox"/> Provide Gateway Evidence where required by the Assessment Plan to City & Guilds <input type="checkbox"/> Ensure Apprentices are given sufficient time to complete any Gateway Evidence requirements leading up to the EPA <input type="checkbox"/> Make certain the Provider communicates all EPA booking arrangements, to ensure Apprentices are available for their booked EPA 	<ul style="list-style-type: none"> <input type="checkbox"/> Work with the Employer to ensure the timely sign off at Gateway of the Apprentice's competence and readiness for EPA <input type="checkbox"/> Make an Reservation with City & Guilds, via Walled Garden, for Apprentices where the minimum duration of an Apprenticeship has been met <input type="checkbox"/> Provide additional details to City & Guilds to progress the Booking (including access to EPA arrangements) <input type="checkbox"/> Provide all mandatory information to fulfil the ESFA requirements <input type="checkbox"/> Agree a booking date and time with the EPA Team <input type="checkbox"/> Confirm and agree date/time with the Employer to ensure the Apprentice is available for their EPA <input type="checkbox"/> Provide signed Gateway Declaration Form <input type="checkbox"/> Provide required Gateway Evidence for Maths and English ensuring these are original and sufficient 	<ul style="list-style-type: none"> <input type="checkbox"/> Create Handbooks other support materials to prepare Apprentices for Gateway process <input type="checkbox"/> Process Registration, Booking and Reservation requests <input type="checkbox"/> Arrange EPA booking dates and times with the Customer checking all Apprentices are available <input type="checkbox"/> Issue a Booking Confirmation Form <input type="checkbox"/> Check Gateway Evidence submitted as part of the Gateway process is sufficient, for EPA to progress.

Stage	Employer responsibility	Provider responsibility	City & Guilds responsibility
		<input type="checkbox"/> Provide any other Gateway Evidence deemed by the Assessment Plan as part of the Gateway process	
EPA	<input type="checkbox"/> Make certain that each Apprentice is available for their EPA <input type="checkbox"/> Ensure appropriate environment is booked and made available for the Apprentices to carry out required activities for their EPA, if at the Employer's own premises <input type="checkbox"/> Ensure appropriate environment to meet health & safety requirements <input type="checkbox"/> Any equipment and technology required is available and in full working order, to demonstrate the Apprentice's competence	<input type="checkbox"/> Upload Assessment Evidence to the EPA Portal <input type="checkbox"/> Liaise with the Employer to ensure that EPA Sites are booked <input type="checkbox"/> Make sure Apprentices are available to carry out required activities for EPA, if at the Employer's own premises <input type="checkbox"/> Ensure appropriate environment to meet health & safety requirements <input type="checkbox"/> Ensure Apprentices are fully prepared for their EPA <input type="checkbox"/> Securely manage any sensitive Assessment Documentation (where applicable) <input type="checkbox"/> Make certain Apprentices do not sit any e-volve tests for EPA prior to the agreed EPA date <input type="checkbox"/> Ensure City & Guilds has appropriate facilities to carry out EPA – where City & Guilds are not providing these <input type="checkbox"/> Ensure City & Guilds have a named contact at the EPA Site for the EPA	<input type="checkbox"/> Check Apprentice ID <input type="checkbox"/> Check venue to meet health & safety requirements <input type="checkbox"/> Attend EPA to carry out face to face assessments <input type="checkbox"/> Assess Assessment Evidence <input type="checkbox"/> Provide feedback on performance only, not provisional results

Stage	Employer responsibility	Provider responsibility	City & Guilds responsibility
		<ul style="list-style-type: none"> <input type="checkbox"/> Ensure Apprentices have appropriate identification with them at the EPA <input type="checkbox"/> Ensure a representative from the Employer is available, if required in the Assessment Plan. <input type="checkbox"/> Notify City & Guilds if an Apprentice is unable to attend on agreed date (and place a new Booking) <input type="checkbox"/> Provide staff to undertake invigilation of tests in line with regulatory requirements, where an online test is stated in the Assessment Plan 	
Post EPA	<ul style="list-style-type: none"> <input type="checkbox"/> Distribute certificates from Institute for Apprenticeships to the Apprentice <input type="checkbox"/> Work with the Provider, if applicable, to action any feedback on modules, where the Apprentices has not achieved and may require further support. 	<ul style="list-style-type: none"> <input type="checkbox"/> Update the Individual Learner Record with achievements <input type="checkbox"/> Distribute City & Guilds Statement of Achievement to the Apprentices <input type="checkbox"/> Provide detailed feedback on modules, where the Apprentice has not achieved, to the Employer <input type="checkbox"/> Work with the employer, to action any feedback on modules, where the Apprentices have not achieved and may require further support. <input type="checkbox"/> Inform the Employer of all successful achievements 	<ul style="list-style-type: none"> <input type="checkbox"/> Complete assessment activities and grade overall EPA <input type="checkbox"/> Quality assure assessment activities <input type="checkbox"/> Process results to Walled Garden to inform Customer <input type="checkbox"/> Provide detailed feedback on modules, where the Apprentice has not achieved, to the Provider. <input type="checkbox"/> Issue City & Guilds 'Statement of Achievement' to all Apprentices who have successfully achieved their EPA <input type="checkbox"/> Claim Apprenticeship certificates from the IFA

Stage	Employer responsibility	Provider responsibility	City & Guilds responsibility
		<input type="checkbox"/> Re-book any Apprentices who have not achieved a particular EPA module and need to resit once appropriate support has been given.	

This list is not exhaustive. Please send any comments you have on the checklist above to Apprenticeships@cityandguilds.com

Appendix 2 – Glossary

In this Manual, unless the context otherwise requires, the following words and expressions shall have the following meanings:

Access Arrangements	means any special arrangements required by an Apprentice with disabilities in order to complete the EPA;
Administration Fee	means the fees charged by City & Guilds cover expenses related to record keeping and or other administrative costs;
Agreement	means this agreement between the City & Guilds and the Customer, consisting of the EPA Application Form; the Manual to End-point Assessment (including General Terms); and any policies, procedures and regulations of City & Guilds notified or provided to the Customer from time to time;
Anti-Bribery Policy	means the City & Guilds' anti-bribery policy available online at www.cityandguilds.com ;
Application	means the processing of applying for City & Guilds EPA Services as detailed in Section C;
Apprentice	means an individual who is registered with City & Guilds for the purposes of EPA;
Apprenticeship	means the contract for employment and training requiring an EPA;
Apprenticeship Standard	means the document which set the key requirements for the Apprenticeship;
Apprentice Data	means personal data (as defined in the DPA) that belongs to the Apprentice;
Assessment Documentation	means documentation completed by the IEPA in relation to the EPA;
Assessment Evidence	means Apprentice's evidence demonstrating knowledge, skills and behaviors detailed within the Apprenticeship Standard and provided by the Provider and/or the Employer to City & Guilds;
Assessment Plan	means the document that details the requirements for EPA;
Associated Companies	means a company which is a subsidiary, a holding company or ultimate holding company of the Customer, or any company which is a subsidiary of any such subsidiary, holding company or ultimate holding company. "Subsidiary" and "holding company" shall

	have the meanings ascribed to them in section 1159 Companies Act 2006 and "company" shall include any body corporate;
Booking	means the processing of booking an EPA as detailed in Section C;
Booking Confirmation Form	means the document confirming details of the Booking as detailed in Appendix A;
Cancellation Fee	means the fees charged by City & Guilds cover expenses the cancellation of the EPA;
Centre	means an organisation approved by City & Guilds to deliver City & Guilds' qualifications under the City & Guilds Centre Manual;
City & Guilds Centre Manual	means the document issued by City & Guilds that provides requirements and guidance for: (i) organisations wishing to become Centres; and (ii) Centres delivering City & Guilds qualifications
City & Guilds	means The City and Guilds of London Institute, a body incorporated by Royal Charter and registered as a charity in England and Wales (Reg. No. 312832) and Scotland (Reg. No. SC039576);
City & Guilds EPA Documents	means the EPA Pack and the Handbook;
City & Guilds Materials	means any materials (excluding Assessment Documentation) provided by City & Guilds to the Customer for the purposes of the EPA including the City & Guilds EPA Documents;
City & Guilds On-Programme Offer	means resources and materials provided by City & Guilds to the Customer for the purposes of developing a programme that does not include qualifications;
Completion Certificate	means the certificate issued by the IFA on successful completion of the Apprenticeship and EPA;
Confidential Information	means any information of either City & Guilds or the Customer relating to trade secrets, plans, intentions, product information, know-how, financial information, or affairs, communicated in any form which is marked as confidential or might reasonably be considered to be confidential in nature;
Customer	means you, the organisation having successfully applied for the EPA Services;

Customer Services Statement	means this City & Guilds customer services statement available online at: www.cityandguilds.com ;
Customer Services Team	means the City & Guilds' team that offers general information, support or assistance;
Data Capture Form	means the document provided by City & Guilds to the Customer to complete the Reservation;
Data Protection Laws	means the Data Protection Act 1988 or the General Data Protection Regulation 2016/679 as appropriate;
Employer	means the employer of the Apprentice on an Apprenticeship contract;
EPA	means End-Point Assessment;
EPA Application Form	means either the End-Point Assessment Services New Customer Application Form or End-Point Assessment Services Existing Centre Application Form (as applicable) available at www.cityandguilds.com ;
EPA Documents	means the City & Guilds EPA Documents and the External EPA Documents;
EPA Fee	means the fee for the relevant Product as detailed on Walled Garden;
EPA Pack	means collection of City & Guilds documents which detail i) the Apprenticeship Standard; ii) the assessment tasks that must be achieved during EPA; iii) guidance for the IEPA, the Customer and the Apprentice;
EPA Portal	means the platform by which Customers provide Assessment and Gateway Evidence to City & Guilds;
EPA Service	means the services provided by City & Guilds under and in accordance with this Manual;
EPA Site	means the location of the EPA;
EPA Team	means the City & Guilds team responsible for EPA;
ESFA	means the Education and Skills Funding Agency;
eVolve	means the City & Guilds platform for online exam delivery;

External EPA Documents	Means the Apprenticeship Standards, Assessment Plan and Employer Brief;
Fee	means the fee for EPA as detailed in Section D including the Registration Fee, EPA Fee, Administration Fee and Cancellation Fee;
Gateway	means the point at which an apprentice has completed their training and is ready to enter EPA;
Gateway Declaration Form	means the document completed by the Employer, Provider and the Apprentice following the Gateway Meeting;
Gateway Evidence	means the documents completed by the Apprentice, the Provider and/or the Employer and provided to City & Guilds to confirm completion of the training element of the Apprenticeship;
Gateway Meeting	means the meeting to agree that the 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 the Apprenticeship Standard;
Group Company	means The City and Guilds of London Institute, a body incorporated by Royal Charter and registered as a charity in England and Wales (Reg. No. 312832) and Scotland (Reg. No. SC039576), and its Associated Companies;
Manual	means this Manual to the End-Point Assessment Service;
Handbook	means the City & Guilds document which detail the i) Apprenticeship Standard; ii) any training specifications, iii) Employer Brief documents; and supplementary guidance.
IEPA	means Independent End-point Assessors;
Individual Learner Record	means the Apprentice's record of learning and training that the Provider completes throughout the Apprenticeship;
Intellectual Property Rights	means shall mean 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;
IFA	means Institute for Apprenticeships;
LIEPA	means Lead Independent End-point Assessors;
On Programme	means the period of time an Apprenticeship undertaken by an Apprentice prior to EPA;
Party	means City & Guilds and/or the Customer;
Policy Team	means the City & Guilds policy team;
Product	means the City & Guilds or ILM registration and assessment element available for selection on Walled Garden;
Product Code	Means the specific code attached to each Product;
Providers	means the organisation providing training to the Apprentice;
Quality Team	means the City & Guilds quality team;
QC	means quality co-ordinator;
Registration	means the processing of registering for an EPA as detailed in Section C;
Registration Fee	means the part of the Fee payable on Registration as detailed on Walled Garden;
Reservation	means the processing of reserving an EPA date 3;
RoEPAO	means the ESFA's Register of End-Point Assessment Organisations;
RoATP	the Register of Apprenticeship Training Providers;
Safeguarding Guidelines	means the safeguarding document available online at www.cityandguilds.com ;
Sales Team	means the City & Guilds sales team;
Statement of Achievement	means the document issued by City & Guilds to Apprentices on successful completion of the EPA;
Trailblazer Apprenticeships	means new Apprenticeships designed by <i>Trailblazer</i> Groups;

Trailblazer Groups:	means the groups of Employers and Providers that designed the new Apprenticeship Standards; and
Walled Garden	means City & Guilds' secure administration system to be used by the Customer for Registration and Booking.

Appendix 3 – Links and Contact Details

EPA Team	E: EPA@cityandguilds.com T: (0)20 7294 3201
Quality Teams	T: 0844 846 0969* E: csdirect@cityandguilds.com *Calls to our 0844 numbers cost 5 pence per minute plus your telephone company's access charge.
Sales Team	E: directsales@cityandguilds.com
Policy Team	E: Policy@cityandguilds.com
Customer Services Team	T: 0844 543 0000* E: centresupport@cityandguilds.com Open: Monday to Friday 08:00 to 18:00 GMT *Calls to our 0844 numbers cost 5 pence per minute plus your telephone company's access charge.

Internal Links

City & Guilds website	www.cityandguilds.com
City & Guilds Apprenticeship Standards webpage	www.cityandguilds.com/Apprenticeships/emerging-standards
City & Guilds EPA Services webpage	https://www.cityandguilds.com/Apprenticeships/emerging-standards/end-assessment-service
Walled Garden	www.walledgarden.com

External links

Apprenticeship Standards	https://www.instituteforApprenticeships.org/Apprenticeship-standards/
Institute for Apprenticeships (IfA)	www.gov.uk/government/organisations/institute-for-Apprenticeships
Education and Skills Funding Agency (ESFA)	www.gov.uk/government/organisations/skills-funding-agency

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