

# Manual for the End-point Assessment Service

including the General Terms



# **Document revision history**

This is version 6.0 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 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, EPA Quality.

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.

Electronic copies are version controlled. Printed copies are not subject to this control.

### Change history (v6.0, June 2022)

Version	Section	Summary of change
6.0	3 Application	3. Removal of sub-contractor request form and guidance. Inclusion of automatic acceptance process for updated Assessment Plans.
6.0	3 Application	3.7 Update on how to obtain legacy EPA Application forms, if not submitted via Online Forms in Walled Garden
6.0	B EPA Service (old)	Section B paragraphs 3-10.2 relating to the EPA Portal process have been removed, following the migration of all Apprentices to the EPA Pro platform.
6.0	4 EPA Service (new)	4.2 Gateway section now references the questions section of the EPA Event Booking, as part of the Gateway process.
6.0	4 EPA Service (new)	4.4 Planning Meeting arrangements updated.
6.0	4 EPA Service (new)	4.9 New invigilation arrangements added.
6.0	4 EPA Service (new)	4.15 Updated to include feedback for all grade outcomes.
6.0	General Terms	Updated to reflect the Centre Contract General 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 the City & Guilds EPA 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 <u>Appendix 1 – Definitions & Glossary</u>, <u>City & Guilds EPA support</u> and <u>EPA Services and Products</u> below for terms and expressions, including acronyms, used in this Manual.

### 1.2. What is the EPA Service?

City & Guilds is approved as an EPAO by the ESFA and listed on the RoEPAO. We offer an independent EPA Service to administer a range of EPAs to City & Guilds and ILM Apprentices, as specified in the relevant Assessment Plan.

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

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

EPA Gateway team	The City & Guilds team responsible for approving Gateway evidence and supporting Customers to ensure they can move to the Booking stage.	
EPA Event team	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).	
EPA Quality Delivery team	The City & Guilds team responsible for managing Applications for existing Centres and EPA-only Customers, including queries associated with the acceptance process.  This team also manage the stage 1 enquiry applications, as part of the enquiry about results process.	
Regulations team	The City & Guilds team which is the point of contact for City & Guilds' EQA Bodies.	
Policy team	The City & Guilds team responsible for the management of Access Arrangements requests.  This team also oversees stages 2 and 3 of the appeals process, following the completion of a stage 1 enquiry.	
EPA Partnership Managers	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.	
Digital Solutions Managers	The Digital Solutions Managers provide training and guidance to help Customers achieve their strategic goals.	
Customer Services team	The City & Guilds or ILM team (as the case may be) 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.	
Technical Advisors	The City & Guilds team responsible for providing guidance and answering queries from Customers, Centres and Employers across all City & Guilds' industries, for EPA and On-Programme.	
Associate Management team	The City & Guilds team responsible for the recruitment, selection, training and performance management of LIEPAs and IEPAs.  This team also manages the quality assurance of LIEPAs and IEPAs.	
Investigations and Compliance ("IAC") team	The City & Guilds team responsible for investigating suspected malpractice (including maladministration) within EPA.	

# 1.4. City & Guilds EPA services and products

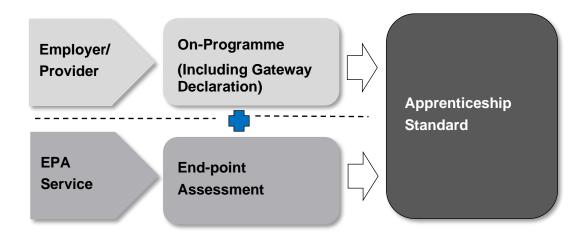
City & Guilds website	Contains helpful and essential information to support Customers.
ILM website	Contains helpful and essential information to support Customers on Leadership and Management products.
Walled Garden	Is the City & Guilds free, secure, online administration system, developed to carry out a range of functions quickly and efficiently.  The Walled Garden system is to be used by Customers for Registration and Booking,  For EPA, the Walled Garden system is used specifically for e-volve Knowledge Test Bookings and also to view report and financial information.
EPA Pro	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.
Smartscreen	Contains EPA guidance documents and preparation materials which will help Customers to support and prepare apprentices for their EPA.  Access to SmartScreen is provided by Customer Services.

<u>E-volve</u>	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.
Product <u>ILM</u> or <u>City &amp;</u> <u>Guilds</u>	Is the Registration and Assessment Component available for selection on EPA Pro.
Product code	Is the specific code attached to an Apprenticeship Standard.
Quality Portal	Is a function within Walled Garden which is used for the submission of applications for On-Programme and EPA Application Forms, 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 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: <a href="https://www.gov.uk/guidance/register-of-apprenticeship-training-providers">https://www.gov.uk/guidance/register-of-apprenticeship-training-providers</a>

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	
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.

### **Important notice:**

In accordance with current Apprenticeship Funding Rules, City & Guilds can only accept EPA Applications from the Provider types listed above and where the organisation is listed on the RoATP.

If Customers have any questions about the application process <u>before</u> applying, then please contact the Sales team at <u>directsales@cityandguilds.com.</u>

### 2.4. EPA methods

Each Apprenticeship Standard contains 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 are 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 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** – details 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 before the EPA, either prior to starting or during the Apprenticeship.

# 2.6. City & Guilds/ILM EPA Documents

City & Guilds has produced a range of 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.

<u>All documents must be read in full prior to Booking an EPA</u>. 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) is a sample of the EPA assessment paper, which customers can use with Apprentices for formative or mock papers. These includes the paper, the mark scheme and a mark sheet.

Documents for the relevant Apprenticeship Standard can be found by searching the City & Guilds website (<a href="www.cityandguilds.com">www.cityandguilds.com</a>) or ILM website (<a href="www.i-l-m.com">www.i-l-m.com</a>) using the Product Code (i.e. 1234.56) or the title of the Apprenticeship Standard.

City & Guilds password protect assessment documents and all passwords can be found on Walled Garden, in the 'Catalogue' section of the site.

In addition, these documents can be found on the EPA Pro platform, under the 'Support Materials' section.

# 3. Application

Existing and potential Customers must submit an *EPA Application Form* to be accepted to use the EPA Service before any formal EPA arrangements can be made.

When an Assessment Plan is revised and a new Product Code issued, City & Guilds as an approved EPAO will provide access to the Apprenticeship Standard via our automatic acceptance process. Our internal teams will ensure that the Product Code is added to the EPA Pro platform, to allow customers to seamlessly register their Apprentices.

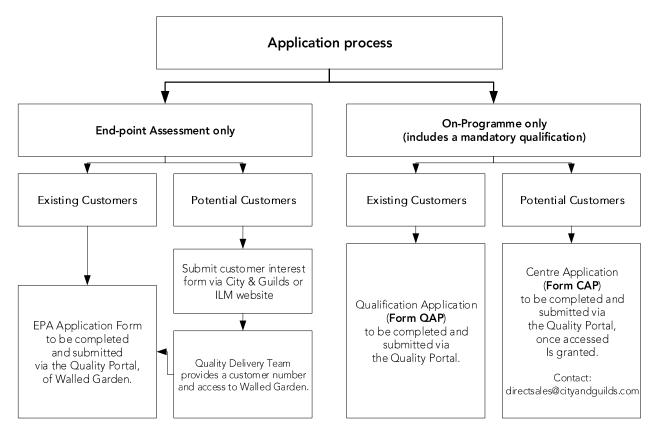
On the occasions where there is a complete change to the Assessment Plan, Customers will be required to submit a new *EPA Application Form* to book EPAs for their Apprentices. Where this happens, City & Guilds will publish the changes on its website(s).

In accordance with current Apprenticeship Funding Rules, City & Guilds can only accept EPA Applications from a Main, Employer or Supporting Provider and where the organisation is listed on the RoATP.

It is important to note that currently payment from the Employer is routed through the Provider. To receive payment from the Employer, the Provider must have a form of contract agreed and in place as soon as possible, following notification from the Employer of their selection of City & Guilds as their EPAO of choice.

### 3.1. Application process

Below is an overview of the application process. The following Sections provide further explanation on what you will need to do when applying, which is dependent upon whether you are an existing or potential Customer.



There are two versions of the *EPA Application Form* available dependent on the Apprenticeship Standard (whether City & Guilds or ILM) so please ensure that the correct version is selected otherwise you may encounter errors.

If the EPA Product is not visible, then email EPA.Quality@cityandguilds.com for support.

If Customers have any questions about the application process before applying, then they can contact the Sales team at <u>directsales@cityandquilds.com</u>.

Once the Application has been processed and acceptance confirmed, it is the responsibility of the Customer to reference in the ILR, that City & Guilds is their EPAO of choice.

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.

City & Guilds EPAO ID number is **EPA0008**.

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

### 3.2. Potential customers with an EPA only requirement

Potential Customers who currently do not deliver any City & Guilds/ILM products or services and only wish to use the EPA Service, need to complete the *Customer Interest Form* on the City & Guilds website here.

The EPA Quality Delivery team will then provide access to our Walled Garden system to complete the *EPA Application Form*. Please note that for new Customers, the Application process can take longer to complete, whilst we set up your account on our systems and provide access to Walled Garden.

It is the responsibility of the new Customer to submit a fully completed application form on Walled Garden within **14 working days**. Where this requirement is not met, Walled Garden access will be removed, and the Customer will be required to submit a *new Customer Interest Form*.

It takes a minimum of **ten working days** to process an *EPA Application Form* where all the correct information is provided at the time of submission.

# 3.3. Potential customers with a qualification requirement

Where there is a qualification attached to the Apprenticeship Standard, organisations that are not already approved City & Guilds centres must apply for and obtain centre approval <u>before</u> completing the *EPA Application Form*.

For information on how to become a Centre, please visit:

the "About centres" section of the website for City & Guilds qualifications; or

the "how to become an approved centre" for ILM qualifications.

# 3.4. Existing customers

Existing Customers who already have access to Walled Garden may submit an *EPA Application Form* at any time using the online forms in the Quality Portal.

The Application process takes a minimum of **five working days** to process an *EPA Application Form* where all the correct information is provided at the time of submission.

If there are any queries regarding the Application once submitted, then the EPA Quality Delivery team will contact the Customer to discuss.

If the Apprenticeship Standard contains a mandatory City & Guilds/ILM qualification, then Customers must apply for and obtain approval in accordance with the *City & Guilds Centre Contract*.

# 3.5. Add a new Apprenticeship Standard

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

Once processed, the acceptance will be confirmed in writing, via email.

# 3.6. Following acceptance

As part of our onboarding process, a Digital Solution Manager will contact your organisation to support you from point of acceptance to your first Booking.

# 3.7. The agreement

City & Guilds do not issue a contract for Customers in respect of EPA. Instead, the agreement between City & Guilds and the Customer 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 policies, procedures and regulations of City & Guilds notified or provided to the Customer, in relation to the EPA Service, from time to time.

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 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 <a href="mailto:EPA.Quality@cityandguilds.com">EPA.Quality@cityandguilds.com</a> 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 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 evolve. The EPA Quality Delivery team will give you information on this during the EPA 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 Customer Services on 01924 930 800.

For further information including details about the minimum technical requirements to run evolve, visit: <a href="http://www.cityandguilds.com/welcometoevolve">http://www.cityandguilds.com/welcometoevolve</a>.

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 the EPA Pro platform is arranged, as part of the Application process.

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

The primary account holder is given the permissions within the EPA Pro platform to setup any additional user accounts.

Details on how to get started with EPA Pro, submitting Gateway and Assessment Evidence can be found on the dedicated <u>EPA Service</u> page.

### 4. The EPA Service

The application process for new and existing EPA Customers onto EPA Pro is detailed in <u>Section 3 (Application</u>).

The Digital Solutions Managers are on hand to support Customers new to the EPA Pro platform. Customers can contact the team at <a href="mailto:digitalsupport@cityandguilds.com">digitalsupport@cityandguilds.com</a> for training, guidance and support on the functionality of the platform, once the application has been accepted.

# 4.1. Registration

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

Should your Apprentice wish to receive a complementary "digital badge" on successful completion of their EPA, then as part of the registration process, please ensure that their personal email address is added. This will allow us to issue the credential directly to them. Please refer to <u>Section 7 (General Terms)</u> in respect of our privacy policy.

# 4.2. Gateway

The Gateway process takes place in EPA Pro and Customers are expected to begin this process approximately 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, Customers should complete the *Gateway Declaration Form* ready to upload as part of the Gateway process, which is accessed within the support resources on the platform.

It is the responsibility of the Customer 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 *Gateway Declaration Form* to the EPA Pro platform;
- 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;
- 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 **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 assessment until the relevant Gateway requirements have been met. Including but not limited to the Knowledge Test, which should not be booked in advance of Gateway approval. **This is an IfATE requirement**.

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 your quality team at least three months in advance of anticipated Gateway to arrange the EQA activity, if you do not have direct claim status.

# 4.3. Access arrangements

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 our dedicated <u>Centre Document Library</u>, under the 'Access Arrangements' section.

# 4.4. EPA planning

To move Apprentices along their EPA journey, Customers have two options which are:

- 1. Arrange a Planning Meeting; or
- 2. Progress their Apprentice straight to the EPA Assessment Bookings.

### 4.4.2. Arrange a Planning Meeting

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

- complete Section 4 EPA Event Booking 'Questions', on the EPA Pro platform, 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 **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 EPA 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 confirm the attendees to be present at the EPA;
- Reminding an Apprentice to bring along their photo 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 the EPA Pro platform. 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 date(s) in their own personal calendar, in the platform.

Any requests for amendments received after the details have been finalised under paragraph 5.5 may be subject to a Charge in accordance with <u>Section 5 (Fees and Charging Points)</u>.

City & Guilds also reserves the right to apply a Charge in the event of cancellation of an EPA under paragraph 5.5 in accordance with <u>Section 5 (Fees and Charging Points)</u>.

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.

### 4.4.3. Proceed to the EPA (no Planning Meeting)

Where a Planning Meeting is an optional requirement customers can request their EPA date via the Assessment Booking route. 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 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.

# 4.5. Rescheduling a booking or replacing an Apprentice

City & Guilds understands that on occasion, rather than cancel an EPA for either one or more of its Apprentices, the Customer may wish to reschedule or replace an Apprentice for such EPA.

On receipt of any request for a rearrangement of an EPA, City & Guilds will work with the Customer in rescheduling the original date, provided that:

- all the Gateway Evidence is in place at the time of the request; and
- there is enough IEPA capacity to carry out the EPA.

Any request for rescheduling agreed by City & Guilds may be subject to a Charge in accordance with <u>Section 5 (Fees and Charging Points)</u>, paragraph 5.5.

If Gateway Evidence is not in place and/or there is not enough IEPA capacity to carry out the EPA, then except where City & Guilds agrees at its discretion to proceed with the original date of the EPA, City & Guilds will treat the EPA cancelled by the Customer <u>under Section 5</u> (Fees and Charging Points), paragraph 5.4 and a Charge may apply in accordance with Section 5 (Fees and Charging Points), paragraph 5.5.

On receipt of any request for replacement of an Apprentice for an EPA, City & Guilds will consider such request, provided that;

- all the Gateway requirements for the replacement Apprentice have been met and confirmed by the EPA Gateway team at the time of the request; and
- the request is submitted no later than three weeks prior to the date of the EPA.

If the Customer is unable to provide a replacement for the EPA, then except where City & Guilds agrees otherwise at its discretion, City & Guilds will treat the EPA cancelled by the Customer under Section 5 (Fees and Charging Points), paragraph 5.4 and a Charge may apply in accordance with <u>Section 5 (Fees and Charging Points)</u>, paragraph 5.5.

Where unforeseen circumstances occur (e.g. venue closure), which may require the date to be re-scheduled, it is the responsibility of the Customer to notify the EPA Event team as soon as possible.

For requests of this type, formal, written confirmation will be required to support the request and a Charge may be applied in accordance with <u>Section 5 (Fees and Charging Points)</u>, <u>paragraph 5.5</u>.

# 4.6. Knowledge tests

Knowledge tests on our e-volve platform should NOT be booked before the Gateway submission has been approved.

Following Gateway, the knowledge tests can be booked and taken before the Planning Meeting. 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 should be booked **five working days** in advance and can be sat on the scheduled date or up to 30 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 assessments can take place. Please refer to the EPA Pack for further information.

### Important notice

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

- before the minimum duration of twelve months and one day from the start date on the Individual Learning Record has been met; and
- before the Gateway has been approved.

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 EPAO Conditions.

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

### 4.7. Assessment evidence

The Customer must submit the Assessment Evidence to the timelines agreed at the Planning Meeting. A notification will be issued from the EPA Pro platform when the Assessment Evidence is due to be uploaded.

It is the responsibility of the Customer to ensure that Assessment Evidence:

- Is made available to City & Guilds in the EPA Pro platform
- Meets the Assessment Evidence requirements (refer to the EPA Assessment Pack)

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

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

If **1 week (five working days)** before the EPA, the Assessment Evidence is still not available, then the EPA Event team will cancel the assessment event and apply a Charge in accordance with <u>Section 5 (Fees and Charging Points)</u>, paragraph 5.5.

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")

The EPA Event team will undertake a preliminary check of the uploaded Assessment Evidence against a checklist of "what good looks like" in terms of structure and content, to confirm that it meets the required standard.

It is the responsibility of the Customer to ensure that Assessment Evidence uploaded into EPA Pro:

- An evidence matrix or referencing document (e.g. index) is provided
- It is properly referenced and has been double checked for errors within the referencing document or matrix
- The submission is for all criteria in the Apprenticeship Standard and that there are no gaps within the evidence
- The number of pieces of Assessment Evidence is not excessive and follows specific Apprenticeship Standard guidelines
- The mandatory EPA Recording Form is submitted
- Recordings (e.g. MP3/4) are a maximum of 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 are accessible
- The maximum size of an uploaded file does not exceed 150MB

Where evidence does not meet the above, 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 responsibility of the Customer to amend the Assessment Evidence into the appropriate Assessment Component, when instructed to, by the EPA Event team within **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 or to identify suspected malpractice before uploading to EPA Pro.

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

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

### 4.8. EPA site

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

If the EPA is not taking place at the Employer's premises, then the Customer must add the alternative locations in Section 4 - EPA Event Booking 'Questions', on the EPA Pro platform, under Gateway.

EPA will only be carried out at an agreed EPA Site on the date(s) and time(s) agreed at the Planning Meeting and confirmed in the Assessment Component Invitations.

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.

### 4.9. 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 EPA Event team will share a unique link with the Apprentice at the earliest convenience, or no later than 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 the platform 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 the platform.

It is the responsibility of the Customer to:

- i. check that its in-house systems and any firewalls are compatible before the EPA;
- ii. check that the wi-fi connection where the Assessment will take place is tested in advance of the date of Assessment;
- iii. 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.
- iv. 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;
- v. refrain from using rooms which would require urgent access, in the case of an emergency e.g. surgery room;
- vi. that only an authorised representative, as confirmed during the Planning Meeting remains in the room during the EPA;
- vii. Suitable signage is displayed to indicate to others that the room is being used for assessment; and
- viii. 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 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 fifteen minutes from the start time, then the EPA will be cancelled, and a Charge applied.

All remote assessments are recorded for quality assurance purposes and 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.

### 4.10. 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.

### 4.11. 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;
- 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.

# 4.12. 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;
- 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 Assessment 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 Assessment. For example, using certain angles to shield the identity of the client/model.

City & Guilds will store these images on the EPA Portal for a maximum of six years, as per the EPAO Conditions. After this period, the images will be deleted.

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

# 4.13. 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 assessment; and
- are aware of the EPA Booking details.

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

### 4.14. 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 assessment.

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.

# 4.15. Review panels

Some Assessment Plans specify 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.

### 4.16. EPA results and certification

Depending on the Apprenticeship Standard, results will either be issued on a per Assessment Component basis - will be shown in the platform **seven working days** after the event **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.

**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.

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.

Assessment 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 **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.

# 4.17. Enquiries about 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 <u>unhappy</u> with the outcome of their EPA, the Customer can make a stage 1 enquiry about the 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 an enquiry about the results, if an Apprentice is still not satisfied, then a stage 2 appeal can be made on their behalf by the Customer, to identify if the correct processes, procedures and policies were followed during the enquiry. These are managed by the Policy team and cannot be requested, until the Stage 1 enquiry process has been completed

For further details regarding these services including timelines and fees, please refer to the *EPA Enquiries and Appeals policy*, available from the 'Policies' section on City & Guilds' dedicated <u>EPA Document Library</u>.

### 4.18. Resits/retakes

If a resit/retake is required for a failed Assessment Component, the Customer must email the EPA Event team at <a href="mailto:epa@cityandguilds.com">epa@cityandguilds.com</a> 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 <u>centresupport@cityandguilds.com</u>) for guidance if they are unsure of the process.

# Fees and Charging Points

City & Guilds will issue invoices to the Customer:

- on Registration onto the EPA for the Registration Fee;
- following the EPA for the balance of the EPA Fee for the relevant Product;
- for the full amount where the number of Apprentices attending the EPA on a specified date, falls below the booked cohort number agreed in advance; and
- as required for any Charge as detailed in this Manual.

City & Guilds shall issue invoices to the Customer for resits/retakes in accordance with Section 4 (The EPA Service), paragraph 18.

Where an Employer has previously used a sub-contractor to register/book Apprentices for EPA with City & Guilds, future charging must be discussed with the City & Guilds Sales team.

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

City & Guilds are open to discussions around negotiating the price for EPA, based upon scale and volume. Please contact your Sales contact or <u>directsales@cityandguilds.com</u> to discuss this further.

Costs varies with each Apprenticeship Standard as some assessment methods are more expensive than others. Prices are set once the IfATE approves and publishes the Assessment Plan.

The price list for City & Guilds and ILM EPA is available from the <u>Apprenticeship Standards</u> <u>webpage</u>.

### 5.1. Cancellations

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

### **IMPORTANT**

We will only apply the Charges to confirmed Bookings when agreed dates are in place.

You can help us guarantee the Booking goes ahead by:

- ensuring the Apprentice can make the proposed date and time;
- that a venue is available if needed:
- that any assessment evidence is of the right quality and the amount does not exceed our excessive evidence requirements; and

will be ready to submit at least 10 working days before the confirmed EPA Booking date
 We aim to keep these Charges to a minimum by working together to ensure that the EPA dates and times work for everyone once they have been confirmed.

### 5.2. Cancellations during the EPA

Where a concern is flagged which may result in the cancellation of the EPA, the IEPA will contact the EPA Event team in the first instance. Depending upon the circumstances, the EPA Event team will decide whether the EPA will continue or be cancelled. The EPA Event team will inform the Customer and the IEPA of their decision.

Examples of when an EPA may be cancelled include (this is not an exhaustive list):

- 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;
- 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 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 to enable the EPA to continue. Where this occurs, then the EPA Event team will confirm to the IEPA that the EPA is still able to take place.

If City & Guilds at its discretion determines that the EPA cannot continue, then the EPA shall be treated as cancelled and a Charge may apply in accordance with <u>Section 5 (Fees and Charging Points)</u>, paragraph 5.5 depending on the circumstances of the need to cancel.

# 5.3. Cancellations by City & Guilds

If City & Guilds cancels the EPA, including where the Customer has not fulfilled any preassessment requirements, City & Guilds will:

- inform the Customer prior to the date of the EPA; and
- depending on the circumstances for the need to cancel, contact the Customer to discuss the cancellation and future availability.

A Charge may apply in accordance with <u>Section 5 (Fees and Charging Points)</u>, paragraph <u>5.5</u> depending on the circumstances of the need to cancel.

If City & Guilds is required to make a change to a Booking that has already been confirmed, the Customer will be provided with alternative dates which they may accept. City & Guilds will refund any Fee paid in relation to that EPA if the Customer does not wish to rebook an EPA.

# **5.4.** Cancellations by the Customer

If the Customer wishes to cancel an EPA:

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

Upon cancellation, the Customer will be liable for a Charge in accordance with <u>Section 5</u> (Fees and Charging Points), paragraph 5.5.

City & Guilds reserve the right to waive the relevant Charge in exceptional circumstances in accordance with the General Terms.

To ensure you are aware of when a Charge has occurred, we will send you an email advising you that the Charge has been levied.

# 5.5. Charges

Time to EPA	Charge	Reason
>48hrs up-to 21 working days	£75 administration fee	Cancellation, Change of date/time
48hrs or less	100% of the Assessment component* cost or full EPA cost	Cancellation, Change of date/time, No notification

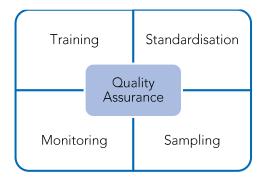
<sup>\*</sup>resit cost

# 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 City & Guilds clauses 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.

# 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 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 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.

# 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 in the implementation, assessment and quality assurance of our EPAs to demonstrate honesty and integrity.

**Malpractice** is defined by City & Guilds as an act or an instance of improper practice and includes maladministration. Malpractice is any activity, practice or omission which is either willfully negligent or deliberately contravenes regulations and requirements and compromises the:

- assessment process
- integrity of an assessment
- validity of a result or certificate
- reputation and credibility of City & Guilds.

**Maladministratio**n is defined as any activity, practice or omission which results in noncompliance with administrative regulations and requirements. For example, persistent

mistakes or poor administration which result in the failure to keep appropriate apprentice assessment records.

To protect the integrity of the Service and ensure fairness to Customers and Apprentices, City & Guilds will investigate all allegations or suspicions of suspected malpractice which is identified post Gateway and during EPA.

Customers and their staff who discover or suspect malpractice must immediately report this to a nominated Customer Contact. The Customer Contact is required to contact City & Guilds at <a href="mailto:investigationandcompliance@cityandguilds.com">investigationandcompliance@cityandguilds.com</a>, to notify them of all allegations or incidents of malpractice, actual or suspected within **10 working days** of it being reported to them and prior to the commencement of any investigation activity. City & Guilds will consider the initial information provided and a decision will then be made as to how to proceed.

City & Guilds reserves the right to stop an EPA or suspend delivery of the EPA Service at any time if potential malpractice is identified. An IEPA will not continue to conduct the EPA until instructed by the EPA Event team. This is to protect the integrity of the EPA Service and to prevent the possibility of results being issued erroneously.

City & Guilds reserve the right to cancel results if malpractice is identified or if for some other reason, we cannot be confident in the outcome of the assessment.

It is responsibility of Customers to communicate to their Apprentices if badges are revoked due to malpractice or due to admin errors.

For full details, please refer to the *Malpractice in End-point Assessments Policy*, available from the 'Policies' section in the dedicated EPA Document Library.

## 6.9. 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. Responsibility for EQA depends on the Apprenticeship Standard and may be one or more of the following:

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

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

EPA Documents may also be subject to review by EQA Bodies, including the sampling of Apprentice Assessment Evidence. Where observation of a live EPA is requested by the EQAO, 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 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. 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 between an EPA Application Form, the Manual (including these 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.
- 1.4. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5. A reference to a "**company**" shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6. Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.
- 1.7. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

- 1.9. Any words following the terms "**including**", "**include**" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10. Clause and paragraph headings shall not affect the interpretation of the Agreement.
- 1.11. Any reference to Approved Centre in the Walled Garden Terms and Conditions shall be construed as meaning Customer for the purposes of the Agreement.

#### 2. Term

2.1. The Agreement between City & Guilds and the Customer shall start on the date the first 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. throughout City & Guilds' provision of the EPA Service in connection with an accepted EPA Application Form, remain registered on the RoATP to deliver 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 at all times with policies, procedures and regulations published and/or adopted by City & Guilds from time to time relating to the EPA Service and from time to time updated and amended and notified or provided 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;
  - 3.1.4. comply at all times with the Apprenticeship Funding Rules;

- 3.1.5. comply with any Third Party Service Provider's Terms of Use and (at the time of Registration) direct Apprentices to such Third Party Service Provider's Terms of Use;
- 3.1.6. upon request, provide to City & Guilds, its Group Companies and/or relevant regulatory authorities as soon as practicable and at no charge:
- 3.1.6.1. any information and data, including Apprentice Data, which City & Guilds may request; and/or
- 3.1.6.2. access to the Customer's premises, for the purposes of checking that the Customer has complied or is complying with the Customer's obligations under the Agreement and/or City & Guilds' responding to any requests for information from relevant third parties (including regulatory authorities, EQA Bodies and Employers);
  - 3.1.7. on acceptance of an EPA Application Form by City & Guilds from time to time, record City & Guilds as the EPAO of choice in the ILRs for each Apprentice;
  - 3.1.8. 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;
  - 3.1.9. 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;
  - 3.1.10. remain at all times responsible to City & Guilds for any malpractice (including maladministration) involving Customer staff and/or Apprentices;
  - 3.1.11. comply at all times with Applicable Laws relevant to its obligations under the Agreement and/or relating to its status as a Customer of City & Guilds;
  - 3.1.12. comply with any actions or conditions imposed or required by City & Guilds in accordance with City & Guilds' Malpractice Policy;
  - 3.1.13. not hold itself out as in anyway legally entitled to bind City & Guilds or enter into any contractual obligation on behalf of City & Guilds;
  - 3.1.14. not sub-contract any of its obligations under the Agreement (whether in whole or in part) without the prior consent of City & Guilds and (if City & Guilds provides consent under this clause to any subcontracting by the Customer) the Customer

- shall: (i) ensure that such sub-contract complies with the Apprenticeship Funding Rules; (ii) ensure that such sub-contractor complies with the policies, procedures and regulations published and/or adopted by City & Guilds from time to time relating to the EPA Service; (iii) actively monitor compliance by the sub-contractor in accordance with such policies, procedures and regulations; and (iv) remain liable at all times to City & Guilds for the acts, errors, and omissions of any such sub-contractor;
- 3.1.15. (if the Customer is not a Centre) not offer or promote any City & Guilds or ILM qualifications; and
- 3.1.16. (if the Customer is a 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 its reasonable endeavours to:
  - 4.1.1. comply with all obligations in the Manual;
  - 4.1.2. provide the EPA Service to the Customer in accordance with City & Guilds' Customer Service Statement and the Manual:
  - 4.1.3. deal with the Customer in accordance with City & Guilds' Customer Service Statement and the Manual:
  - 4.1.4. provide reasonable guidance and support to the Customer on the EPA Service (including as to administration, assessment and quality assurance);
  - 4.1.5. throughout City & Guilds' provision of the EPA Service in connection with an accepted EPA Application Form, remain registered on the RoEPAO to deliver EPA for the relevant Apprenticeship Standard; and
  - 4.1.6. where a digital credential is available in relation to an EPA, arrange for Apprentices who have met the relevant criteria to be issued with a digital credential issued by Credly ("**Digital Credential**") provided that, as the Parties acknowledge:

- 4.1.6.1. in order for City & Guilds to arrange for an Apprentice to be issued with a Digital Credential, the Customer will need to have collected and transferred to City & Guilds the Apprentice's personal email address by adding it to the Apprentice's registration record at the time of Registration;
- 4.1.6.2. if an Apprentice wishes to claim a Digital Credential, the Apprentice will need to create a personal account on Credly Acclaim, thereby agreeing to the Credly Terms of Service and Privacy Policy, available at www.credly.com; and
- 4.1.6.3. City & Guilds cannot accept any liability arising from, or in connection with, Credly or Credly Acclaim.

## 4.2. City & Guilds shall:

- 4.2.1. comply at all times with the EPAO Conditions;
- 4.2.2. undertake EQA in relation to its registration on the RoEPAO;
- 4.2.3. comply at all times with Applicable Laws relevant to its obligations under the Agreement; 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 <u>Section 5 (Fees and Charging Points)</u> by direct debit or within thirty (30) days of the date of invoice by BACS and the Walled Garden Terms and Conditions. The Fees may be refundable upon cancellation by City & Guilds in accordance with <u>Section 5 (Fees and Charging Points)</u>, paragraph <u>5.3</u>.
- 5.2. The Parties acknowledge that City & Guilds' provision of the EPA Service is on behalf Employers, and that Customers, when paying the Fees to City & Guilds, are acting as the agent of the ESFA for the purposes of the EPAO Conditions.

- 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 Value Added Tax ("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, Assessment Documentation and/or Statements of Achievement; or
  - 5.6.2. suspend processing of Registrations and/or Apprentice results; or
  - 5.6.3. charge interest on the overdue amount at the rate of 4% per annum above the base rate of the Bank of England from time to time. 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; or
  - 5.6.4. serve notice to suspend City & Guilds' provision of the EPA Service under clause 13.1; or
  - 5.6.5. serve notice of termination on the Customer under clause 15.1 and, if so, for any 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.

## 6. Intellectual Property Rights

6.1. Subject to clause 6.2, all Intellectual Property Rights and all other rights in and to materials created by City & Guilds in City & Guilds' provision of the EPA Service and/or provided to the Customer by, or on behalf of, City & Guilds (including, for the avoidance

of doubt, the Assessment Documentation and City & Guilds Materials) shall at all times (as between the Parties) be and remain owned by City & Guilds.

- 6.2. Where there is a Third Party Service Provider, it may be reasonably necessary for City & Guilds to use Third Party Materials, in which case:
  - 6.2.1. City & Guilds shall identify the Third Party Materials to the Customer; and
  - 6.2.2. City & Guilds shall obtain any necessary consents in relation to the use of the Third Party Materials by the Customer in connection with the EPA Service, and the Intellectual Property Rights and other rights in and to such Third Party Materials shall be and remain owned by the Third Party 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 created by 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 at all times (as between the Parties) be and remain 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 providing the EPA Service to the Customer.

## 7. Use of City & Guilds Materials

- 7.1. City & Guilds hereby grants to the Customer a non-exclusive, non-transferable, revocable, worldwide and royalty-free licence to use the City & Guilds Materials (but not, for the avoidance of doubt, 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 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 the prior 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 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, sub-contractors and agents are aware of, and comply with, the terms on which the City & Guilds Materials may be used.

#### 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 must comply with its respective obligations under Data Protection Law.
- 8.2. In relation to personal data, the Customer must:
  - 8.2.1. collect and transfer to City & Guilds such personal data that 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. at all times 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 (which shall include the transfer of Apprentice Data to City & Guilds, Credly and any Third Party Service Provider for the purposes of the Agreement and (in the case of City & Guilds) as set out in City & Guilds' Apprentice Privacy Policy) in accordance with Data Protection Law;
- 8.2.2.2. third party individuals engaged by the Customer in connection 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 (which shall include the transfer of personal data relating to them to City & Guilds and any Third Party Service Provider for the purposes of the Agreement and (in the case of City & Guilds) as set out in City & Guilds' Consultant Privacy Policy); and
- 8.2.2.3. the Customer's employees in writing of the personal data that the Customer collects and processes and the purposes for which it is collected and processed (which shall include the transfer of personal data relating to them to City & Guilds and any Third Party Service Provider for the purposes of the Agreement and (in the case of City & Guilds) as set out in City & Guilds' Customer Privacy Policy);
  - 8.2.3. at the time of involvement in City & Guilds' provision of the EPA Service, direct third party individuals the Customer engages or the Customer's employees to:
- 8.2.3.1. City & Guilds' Consultant Privacy Policy; or
- 8.2.3.2. City & Guilds' Customer Privacy Policy (as the case may be); and
- 8.2.3.3. any Third Party Service Provider's Privacy Policy;
  - 8.2.4. at the time of Registration, direct Apprentices to:
- 8.2.4.1. City & Guilds' Apprentice Privacy Policy; and
- 8.2.4.2. any Third Party Service Provider's Privacy Policy;

- 8.2.5. at all times obtain the explicit consent (in accordance with the requirements relating to consent under Data Protection Law) of each Apprentice to:
- 8.2.5.1. the transfer of any special category data relating to the Apprentice to City & Guilds; and
- 8.2.5.2. the transfer of any special category data relating to the Apprentice to any Third Party Service Provider,

and promptly provide City & Guilds with relevant evidence of such consents on request; and

- 8.2.6. at all times:
- 8.2.6.1. maintain and keep up-to-date a record of the Customer's data processing activities in accordance with Data Protection Law; and
- 8.2.6.2. 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 transferred to City & Guilds for the purposes of the Agreement, City & Guilds shall at all times:
  - 8.3.1. process personal data in accordance with relevant City & Guilds' Privacy Policies (including the Apprentice Privacy Policy, the Consultant Privacy Policy and the Customer Privacy Policy (as the case may be)) and/or as otherwise permitted under Data Protection Law:
  - 8.3.2. maintain and keep up-to-date a record of City & Guilds' data 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 acknowledge and agree that (in the case of Apprentices who have met the relevant criteria to be issued with a Digital Credential, and provided that City & Guilds

has received the Apprentice's personal email address from the Customer at the time of Registration):

- 8.4.1. City & Guilds shall transfer personal data to Credly in order for Credly to invite such Apprentices to claim their Digital Credential;
- 8.4.2. City & Guilds may transfer personal data to City & Guilds South Asia, a Group Company, which for the purposes of Data Protection Law will act as a processor of City & Guilds;
- 8.4.3. where City & Guilds transfers personal data outside the United Kingdom, City & Guilds shall ensure that appropriate safeguards are in place in accordance with Data Protection Law; and
- 8.4.4. if an Apprentice wishes to claim a Digital Credential, the Apprentice will need to create a personal account on Credly Acclaim, thereby agreeing to the Credly Terms of Service and Privacy Policy, available at www.credly.com.
- 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 arising from, or in connection with, the Agreement, it shall notify the other Party without undue delay of becoming aware of such processing, loss, destruction or damage, and provide the other Party with reasonable co-operation and assistance in relation to: (i) investigating such processing, loss, destruction or damage; (ii) mitigating any possible adverse effects to data subjects caused by such processing, loss, destruction or damage; and (iii) 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 arising from, or 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.
- 8.7. The Customer shall defend, indemnify and hold harmless City & Guilds, its Group Companies and their respective officers, employees, agents and sub-contractors (each a "City & Guilds' Indemnified Party") from and against all losses, damages, liabilities,

deficiencies, claims, actions, judgements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal and professional fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of, or resulting from, any third party claim against such City & Guilds' Indemnified Party arising out of, or resulting from, the Customer's failure to comply with Data Protection Law.

### 9. Confidentiality

- 9.1. City & Guilds and the Customer shall each throughout the term of the Agreement and for a period of five years from termination of the Agreement for whatever reason:
  - 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: (i) to its officers, employees, agents, sub-contractors or professional advisers who strictly 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 officers, employees, agents, sub-contractors 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.
- 9.2. The obligations set out in clause 9.1 shall not apply to Confidential Information which:
  - 9.2.1. had become known to a Party without breach of any confidentiality obligation prior to its receipt from the other Party, provided that this can be evidenced by that Party's records; or
  - 9.2.2. is received properly and lawfully by a Party from a third party, provided that this can be evidenced by that Party's records; or
  - 9.2.3. is or becomes public knowledge other than by breach of this clause 9; or

9.2.4. is independently developed by, or for, a Party, provided that this can be evidenced by that Party's records.

## 10. Compliance with relevant laws

#### 10.1. Both Parties shall:

- 10.1.1. comply with Applicable Laws relating to anti-bribery and anti-corruption, including 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 the 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, the Customer shall maintain and comply with them throughout the term of the Agreement, but where the Customer does not have its own policies and procedures to ensure compliance with the Relevant Requirements, the Customer shall comply with City & Guilds' 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 the Agreement and to license to City & Guilds the rights licensed to it:
  - 11.1.2. it is not bound by, and not aware of, any circumstances which would prevent the Customer from complying with the Agreement;
  - 11.1.3. all information supplied by the Customer for the purposes of the Agreement is complete, genuine and accurate;
  - 11.1.4. it is in compliance, and shall remain in compliance, with Applicable Laws relevant to EPA; and

- 11.1.5. it shall perform its obligations under the Agreement with due care, skill and diligence and ensure that its staff shall have the necessary professional capabilities, qualifications, experience, skills and expertise.
- 11.2. City & Guilds hereby warrants and undertakes to the Customer that:
  - 11.2.1. it shall perform the EPA Service with reasonable care, skill and diligence and in accordance with generally recognised industry practices and standards;
  - 11.2.2. it is free to enter into the Agreement and to license to the Customer the rights licensed to it; and
  - 11.2.3. it is in compliance, and shall remain in compliance, with Applicable Laws relevant to EPA.

## 12. Liability

- 12.1. Nothing in the Agreement limits or excludes the liability of City & Guilds or the Customer for: (i) death or personal injury caused by negligence; or (ii) fraud or fraudulent misrepresentation; or (iii) any other liability for which liability may not by law be limited or excluded.
- 12.2. Subject to clause 12.1, City & Guilds shall not be liable to the Customer for:
  - 12.2.1. loss of profits, business, anticipated savings, goods, or contract; or
  - 12.2.2. loss or depletion of goodwill or reputation; or
  - 12.2.3. wasted expenditure; or
  - 12.2.4. loss or corruption of data or information; or
  - 12.2.5. any liabilities, losses, costs, damages, charges, expenses or claims incurred by the Customer arising from, 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 caused by: (i) any act or omission of the Customer or its officers, employees, agents or sub-contractors; or (ii) any act or omission of a Third Party Service Provider or its officers,

employees, agents or sub-contractors; or (iii) any error or default in the operation of and/or the unavailability of any service provided by a Third Party Service Provider; or (iv) any other event beyond the reasonable control of City & Guilds; or

- 12.2.6. any liabilities, losses, costs, damages, charges, expenses or claims incurred by the Customer arising from, or in connection with, Credly or Credly Acclaim; or
- 12.2.7. any liabilities, losses, costs, damages, charges, expenses or claims incurred by the Customer arising from, or in connection with, City & Guilds exercising City & Guilds' rights under clauses 5.6 or 13.2; or
- 12.2.8. any special, indirect or consequential liabilities, losses, costs, damages, charges, expenses or claims.
- 12.3. Subject to clauses 12.1, 12.2 and 12.4, the total liability of City & Guilds to the Customer for any liabilities, losses, costs, damages, charges, expenses or claims of any kind arising out of, or in connection with, the Agreement shall not exceed 125% of the Fees paid to City & Guilds by the Customer in the twelve (12) months immediately preceding the date on which liability arose.
- 12.4. Subject to clauses 12.1 and 12.2, the total liability of City & Guilds to the Customer for any liabilities, losses, costs, damages, charges, expenses or claims of any kind arising out of, or in connection with, an incident of malpractice in relation to City & Guilds' provision of the EPA Service shall not exceed £5million.
- 12.5. The Customer shall be liable to City & Guilds for, and shall make good any loss which City & Guilds incurs as a result of, any action, failure to act or negligence on the part of the Customer or its officers, employees, agents or sub-contractors.
- 12.6. The Customer shall defend, indemnify and hold harmless each City & Guilds' Indemnified Party from and against all losses, damages, liabilities, deficiencies, claims, actions, judgements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal and professional fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of, or resulting from:

- 12.6.1. any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights (including in relation to Third Party Materials) or other rights arising out of the use or supply of the EPA Service;
- 12.6.2. any alleged or actual infringement of any Third Party Service Provider's Terms of Use; and
- 12.6.3. any claim made against a City & Guilds' Indemnified Party in respect of any liability, loss, cost, damage, charge, expense, claim or injury suffered or incurred by the Customer's officers, employees, agents or sub-contractors (or those of a City & Guilds' Indemnified Party) or by any customer or third party to the extent that such liability, loss, cost, damage, charge, expense, claim or injury was caused by, relates to 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.
- 12.7. The Customer shall at all times maintain 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 shall on request at any time provide a copy of the policy to City & Guilds.

## 13. Suspension

- 13.1. City & Guilds may serve notice to the Customer, at City & Guilds' sole discretion at any time, suspending City & Guilds' provision of the EPA Service for a period of time that City & Guilds deems appropriate under circumstances set out in any policy, procedure or regulations published and/or adopted by City & Guilds from time to time relating to the EPA Service, or if the Customer:
  - 13.1.1. is in breach of any of the terms of the Agreement; or
  - 13.1.2. is subject to any findings of irregularities or malpractice (including maladministration) in any of its activities as a Customer; or
  - 13.1.3. is subject to any allegations relating to irregularities or malpractice (including maladministration) in any of its activities as a Customer; or

- 13.1.4. is subject to an investigation by City & Guilds into a serious complaint or material breach of any of the terms of the Agreement; or
- 13.1.5. fails to remedy any actions or sanctions issued by City & Guilds relating to City & Guilds' provision of the EPA Service within the prescribed time; or
- 13.1.6. fails to make any payment when due in accordance with clause 5, except where the payment is subject to a bona fide dispute.
- 13.2. Upon suspension of City & Guilds' provision of the EPA Service, City & Guilds may:
  - 13.2.1. withhold the issue of, or access, to Assessment Documentation and/or Statements of Achievement; and
  - 13.2.2. suspend processing of Registrations and/or Apprentice results.

#### 14. Cancellation

- 14.1. If City & Guilds cancels an EPA, including where the Customer has not fulfilled any preassessment requirements as detailed in the Manual, City & Guilds will:
  - 14.1.1. inform the Customer prior to the date of the EPA; and
  - 14.1.2. depending on the circumstances for the need to cancel, contact the Customer to discuss the cancellation and future availability.
- 14.2. If City & Guilds is required to make a change to a Booking that has already been confirmed, then:
  - 14.2.1. the Customer will be provided with alternative dates which it may accept; or
  - 14.2.2. (if the Customer does not wish to rebook an Assessment Component) City & Guilds will refund any Fees paid in relation to that Assessment Component or the entire EPA.
- 14.3. City & Guilds may cancel an EPA and apply a Charge in accordance with <u>Section 5</u> (<u>Fees and Charging Points</u>), paragraph 5.5, if:

- 14.3.1. the required Gateway Evidence is not received within ten (10) working days of the Customer being granted access to the EPA Portal;
- 14.3.2. the required Assessment Evidence is not received at least ten (10) working days prior to the EPA;
- 14.3.3. the EPA Site does not meet the relevant requirements detailed in <u>Section 4 (The EPA Service)</u>, paragraph 4.8;
- 14.3.4. authorisation of special Access Arrangements cannot be verified;
- 14.3.5. an Apprentice is not available on the day of the EPA;
- 14.3.6. an Apprentice does not bring photographic ID; and/or
- 14.3.7. an issue such as those identified in <u>Section 5 (Fees and Charging Points)</u>, paragraph 5.2 cannot be resolved.
- 14.4. If the Customer cancels an EPA under <u>Section 5 (Fees and Charging Points)</u>, paragraph 5.4, the Customer will provide City & Guilds with a written statement (including supporting documentation where possible) detailing the reason for the cancellation.
- 14.5. If the Customer wishes to reschedule an EPA rather than cancel an EPA pursuant to Section 4 (The EPA Service), paragraph 4.5, City & Guilds will use reasonable endeavours to assist the Customer in rescheduling the EPA within sixty (60) days from the date of the cancelled EPA, subject always to the terms of Section 4 (The EPA Service), paragraph 4.5, and a Charge may apply in accordance with Section 5 (Fees and Charging Points), paragraph 5.5.
- 14.6. If the Customer wishes to find a replacement Apprentice rather than cancel an EPA pursuant to <u>Section 4 (The EPA Service)</u>, <u>paragraph 4.5</u>, the Customer may do so, subject always to the terms of <u>Section 4 (The EPA Service)</u>, <u>paragraph 4.5</u>, and a Charge may apply in accordance with <u>Section 5 (Fees and Charging Points)</u>, <u>paragraph 5.5</u>.
- 14.7. If an EPA is cancelled for the second time in relation to the same Apprentice, a Charge shall apply in accordance with <u>Section 5 (Fees and Charging Points)</u>, paragraph 5.5.

14.8. The Parties acknowledge that cancellation of an EPA or cancellation of Apprentice results does not terminate the Agreement.

#### 15. Termination

- 15.1. City & Guilds may terminate the Agreement at any time immediately on notice: (i) 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 (ii) in accordance with City & Guilds' Malpractice Policy.
- 15.2. Either Party may terminate the Agreement at any time immediately on notice if: (i) the other Party is in material or persistent breach of any of the terms of the Agreement (including any policy, procedure or regulations published and/or adopted by City & Guilds from time to time relating to the EPA Service) which, if capable of remedy, the other Party has failed to remedy within thirty (30) days of receiving a notice requiring it to do so or any reasonable shorter period specified in the notice; or (ii) the other Party ceases business, goes into liquidation or becomes bankrupt (or threatens to do any of these).
- 15.3. Either Party may terminate the Agreement at any time for any reason by providing 1 week's notice to the other Party.
- 15.4. If either Party terminates the Agreement, all EPA scheduled for after the effective date of termination shall be deemed cancelled and City & Guilds shall issue an invoice for the EPA Service carried out up to the effective date of termination, any Charges payable but not invoiced prior to the effective date of termination, and (depending on the circumstances of termination) any Charges which may apply, in accordance with Section 5 (Fees and Charging Points), paragraph 5.5 for EPA, for events cancelled as a result of termination of the Agreement. The Customer shall settle the invoice in accordance with clause 5.
- 15.5. 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.
- 15.6. Upon termination of the Agreement for whatever reason, the Customer shall:
  - 15.6.1. pay to City & Guilds all money due and outstanding to City & Guilds under the Agreement;

- 15.6.2. return to City & Guilds within fourteen (14) 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
- 15.6.3. not retain any copies of any of the Confidential Information to be returned to City & Guilds.
- 15.7. This clause 15.7 and clauses 6 (Intellectual Property Rights), 8 (Data Protection), 9 (Confidentiality), 11 (Warranty), 12 (Liability), 15.4, 15.5, 15.6 and 19.13 (Law and Jurisdiction) shall survive termination of the Agreement for whatever reason.

## 16. Force Majeure

- 16.1. 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 16.2 and 16.3.
- 16.2. Each Party shall use reasonable endeavours to: (i) mitigate the extent of any delay or non-performance as described in clause 16.1 and its adverse consequences; and (ii) recommence performance of the affected obligations as soon as reasonably practicable.
- 16.3. If such delay or non-performance persists for sixty (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 the Agreement by giving fourteen (14) days' notice to the other Party.

## 17. Notices

- 17.1. Any notices or consents required to be given under the Agreement shall be in writing and shall be sent either:
  - 17.1.1. 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, to the address provided (if not a Centre) on

the EPA-only Centre Enquiry Form or (in the case of Centres) on the Centre Approval Form (Form CAP) or any Centre Update Form (Form CU) from time to time); or

- 17.1.2. by email, which shall be deemed to be received upon actual transmission (in the case of notices or consents to City & Guilds, to the <a href="mailto:EPA.Quality@cityandguilds.com">EPA.Quality@cityandguilds.com</a> 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.
- 17.2. 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 is deemed to have been received when business next starts in the place of receipt.
- 17.3. 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.

#### 18. Amendments

- 18.1. Without prejudice to clause 5.3 and clauses 18.2 and 18.3, City & Guilds may on thirty (30) days' notice to the Customer amend the Manual (including these General Terms) and any amendment shall become final and binding on the Parties, unless, during that thirty (30) days' notice period, the Customer objects to the proposed amendment and serves notice on City & Guilds to terminate the Agreement in accordance with clause 15.3.
- 18.2. City & Guilds reserves the right to update and amend any policy, procedure or regulations published and/or adopted by City & Guilds from time to time relating to the EPA Service and to publish or adopt any new policy, procedure or regulation at any time for whatever reason, provided that:
- 18.2.1. where any update or amendment to a policy, procedure or regulations 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
- 18.2.2. where City & Guilds publishes or adopts a new policy, procedure or regulations,

- City & Guilds shall give the Customer reasonable notice of such update, amendment, publication or adoption.
- 18.3. Notwithstanding clause 18.2, the Parties acknowledge that the policies, procedures and regulations published and/or adopted by City & Guilds from time to time relating to the EPA Service are subject to revision by City & Guilds from time to time and that they are maintained electronically on and/or provided and made available to Customers from <a href="www.cityandguilds.com">www.cityandguilds.com</a> and <a href="www.i-l-m.com">www.i-l-m.com</a> (as the case may be), 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, procedure or regulations from time to time.

#### 19. General

- 19.1. The Agreement represents the entire agreement between the Parties in relation to 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) and each Party warrants that it has not relied on any such communications, understandings, representations or warranties in entering into the 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 the Agreement as are reasonably requested by City & Guilds from time to time.
- 19.3. Any property of City & Guilds which may be provided to the Customer will remain City & Guilds' property and will be used solely for the purpose of performing and/or receiving the EPA Service.
- 19.4. 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.
- 19.5. Nothing in the Agreement shall be construed as establishing or implying any form of partnership, joint venture or relationship of employment or principal and agent, between the Parties.

- 19.6. 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 the prior consent of City & Guilds.
- 19.7. 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 Group Companies.
- 19.8. Provided that City & Guilds shall: (i) remain liable at all times to the Customer for the acts, errors, and omissions of any sub-contractor; and (ii) ensure that any sub-contract complies with the EPAO Conditions, City & Guilds shall be entitled to sub-contract any of its obligations (whether in whole or in part) under the Agreement.
- 19.9. 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.
- 19.10. 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.
- 19.11. Except as expressly provided for under the Agreement in the case of a City & Guilds' Indemnified Party or a relevant regulatory authority, a person who is not a Party shall have no rights to enforce any of its terms.
- 19.12. The Customer undertakes to notify City & Guilds immediately of: (i) any change in its circumstances, including as to its name, address, contact details, bank details or any tax registration status; and (ii) any event which would give City & Guilds the right to terminate the Agreement under clause 15.
- 19.13. 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 this Manual, unless the context otherwise requires, the following terms and expressions shall have the following meanings:

Term/Expression	Meaning
Access Arrangements	means access arrangements (including reasonable adjustments) to allow an Apprentice with special educational needs, disabilities or temporary injuries to: (i) access an EPA; and (ii) demonstrate their skills and knowledge without changing the demands of an EPA, as agreed before the EPA;
Agreement	means the agreement between City & Guilds and the Customer as defined under clause 1 of the General Terms;
Anti Bribery Policy	means City & Guilds' Anti Bribery Policy as updated and amended and made available by City & Guilds from time to time;
Applicable Laws	means all applicable laws, statutes, regulations and codes from time to time in force in any relevant country or territory;
Application	means the process of applying for City & Guilds' EPA Service as detailed in <u>Section</u> 3 (Application);
Apprentice	means an individual who is registered with City & Guilds for the purposes of an EPA;
Apprentice Data	means any personal data relating to an Apprentice (including the types of data set out under clause 8.2.1 of the General Terms);
Apprentice Privacy Policy	means City & Guilds' <u>Apprentice Privacy Policy</u> as updated and amended and made available by City & Guilds from time to time;
Apprenticeship	means the contract for employment and training requiring an EPA;
Apprenticeship Funding Rules	means the Apprenticeship Funding Rules published by the ESFA from time to time;
Apprenticeship Standard	means the document which sets out the key requirements for an Apprenticeship and approved by IfATE;

Term/Expression	Meaning
Assessment Component	means any assessment component comprising the whole or part of End-point Assessment as published in an Apprenticeship Standard and End-point Assessment Plan and approved by IfATE;
Assessment Component Invitation	means the documentation confirming details of an EPA as described in <u>Section 4</u> (The EPA Service);
Assessment Documentation	means any documentation provided by City & Guilds for completion by the Customer, an Apprentice, an IEPA/LIEPA and/or an Employer for the purpose of an Assessment Component of an EPA;
Assessment Evidence	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;
Assessment Plan	means the document that details the requirements for EPA;
Booking	means the process of booking an EPA as detailed in <u>Section 4 (The EPA Service)</u> ;
Centre	means an organisation approved by City & Guilds to deliver City & Guilds or ILM qualifications (as applicable) under the City & Guilds Centre Contract;
Charge	means the fee charged by City & Guilds on cancellation of an EPA or the rescheduling or replacement of an Apprentice for an EPA to cover expenses related to City & Guilds' record keeping and/or other administrative costs as set out under Section 5 (Fees and Charging Points), paragraph 5.5;
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) (including where trading under the ILM Brand);
City & Guilds Centre Contract	means the agreement between City & Guilds (including where trading under the ILM Brand) and Centres for the delivery of City & Guilds or ILM qualifications (as applicable);
City & Guilds and ILM EPA Documents	means the EPA Pack and the Handbook as described in <u>Section 2</u> ( <u>Apprenticeships</u> ), paragraph 2.6;
City & Guilds Materials	means any materials (excluding Assessment Documentation and Third Party Materials) provided by City & Guilds to the Customer for the purposes of the EPA, including the City & Guilds and ILM EPA Documents;

Term/Expression	Meaning
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 IfATE on successful completion of an Apprenticeship and an 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 which might reasonably be considered to be confidential in nature;
Consultant Privacy Policy	means City & Guilds' <u>Consultant Privacy Policy</u> as updated and amended and made available by City & Guilds from time to time;
Credly	means Credly Inc, City & Guilds' digital credential partner and the owner and operator of the digital credential platform called Credly Acclaim, which is hosted in the United States of America;
Customer	means you, an organisation having successfully applied for the EPA Service;
Customer Privacy Policy	means City & Guilds' <u>Customer Privacy Policy</u> as updated and amended and made available by City & Guilds from time to time;
Customer Service Statement	means City & Guilds' <u>Customer Service Statement</u> as updated and amended and made available by City & Guilds from time to time;
Data Protection Law	means: (i) the UK GDPR and the Data Protection Act 2018; and (ii) any other Applicable Laws relating to processing of personal data and privacy in any relevant country or territory, and "UK GDPR" 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 "controller", "processor", "data subject", "personal data", "processing" and "special category data" shall have the meanings given to such terms under the UK GDPR;
EAR	means the stage 1 enquiry process for an Apprentice who is dissatisfied with the result of an EPA;
Employer	means an employer of an Apprentice on an Apprenticeship contract;
EPA	means End-point Assessment and includes any Assessment Component;

Term/Expression	Meaning
EPA Application Form	means either the EPA Application Form available on the Quality Portal;
EPAO Conditions	means the Conditions for being on the RoEPAO published by the ESFA from time to time;
<b>EPA Documents</b>	means the City & Guilds and ILM EPA Documents and the External EPA Documents;
EPA Event Contact	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;
EPA Fee	means the fee for the relevant Product as detailed on Walled Garden;
EPAO	means End-point Assessment Organisation;
EPA Pack	means the collection of City & Guilds and ILM documents described in <u>Section 2</u> ( <u>Apprenticeships</u> ), paragraph 2.6;
EPA Service	means the services provided by City & Guilds under, and in accordance, with this Manual;
EPA Site	means the location of an EPA;
ESFA	means the Education and Skills Funding Agency;
EQA	means External Quality Assurance;
EQA Body	means an EQA body for an Apprenticeship Standard;
External EPA Documents	means the documents described in <u>Section 2 (Apprenticeships)</u> , paragraph 2.5;
Fees	means the fees for EPA as detailed in <u>Section 5 (Fees and Charging Points)</u> , including the Registration Fee, EPA Fee and any Charge;
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 an Employer, a Provider and an Apprentice following the Gateway Meeting;
Gateway Evidence	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;

Term/Expression	Meaning
Gateway Meeting	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;
General Terms	means the General Terms set out in <u>Section 7 (General Terms)</u> ;
Group Company	means a company which is a subsidiary, holding company or ultimate holding company of City & Guilds, or any company which is a subsidiary of any such subsidiary, holding company or ultimate holding company, and "subsidiary" and "holding company" shall have the meanings given to such terms in section. 1159 Companies Act 2006;
Handbook	means the City & Guilds and ILM document described in <u>Section 2</u> (Apprenticeships), paragraph 2.6;
IfATE	means the Institute for Apprenticeships and Technical Education;
ILM Brand	means the initials "ILM" under which City & Guilds offers leadership and management qualifications;
ILR	means Individual Learner Record, an Apprentice's record of learning and training that a Provider completes throughout an Apprenticeship;
Intellectual Property Rights	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;
Malpractice Policy	means City& Guilds' <u>Malpractice in End-point Assessments Policy</u> as updated and amended and made available by City & Guilds from time to time;
Manual	means this Manual for the End-point Assessment Service (including the General Terms);
On-Programme	means the period of time of an Apprenticeship undertaken by an Apprentice prior to EPA;
Party	means City & Guilds and/or the Customer;
Planning Meeting	means the meeting between an IEPA, an Employer, a Provider and an Apprentice;

Term/Expression	Meaning
Providers	means the organisation providing training to an Apprentice, as such term is further defined in <u>Section 2 (Apprenticeships)</u> , <u>paragraph 2.3</u> ;
Registration	means the process of registering an Apprentice for an EPA as detailed in <u>Section 4</u> (The EPA Service), paragraph 4.1;
Registration Fee	means the part of the Fee payable on Registration as detailed on Walled Garden;
RoATP	means the ESFA's Register of Apprenticeship Training Providers;
RoEPAO	means the ESFA's Register of End-point Assessment Organisations;
Safeguarding Guidelines	means the safeguarding document available online at www.cityandguilds.com;
Statement of Achievement	means the document issued by City & Guilds for each individual component of an EPA and in a final overarching version, listing all Assessment Components, at the end of the EPA;
Terms of Use	means any rules, terms and/or conditions of a Third Party Service Provider concerning, governing or regulating access to and/or use of that Third Party Service Provider's service to support City & Guilds' Virtual Assessment Service;
Third Party Materials	means any materials used by City & Guilds in connection with its Virtual Assessment Service in which the Intellectual Property Rights belong to a Third Party Service Provider;
Third Party Service Provider	means any third party whose service is used by City & Guilds to support its Virtual Assessment Service (as notified to the Customer by City & Guilds at the time of Registration);
ULN	means Unique Learner Number; and
Virtual Assessment Service	means the provision of a virtual environment for the purposes of hosting and assessing materials used and/or produced by Apprentices as part of an EPA.

# 9. Appendix 2 – links and contact details

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

Internal Links	
City & Guilds website	www.cityandguilds.com
ILM website	www.i-l-m.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
ILM EPA webpage	https://www.i-l-m.com/management-apprenticeships/end- point-assessment-explained
Walled Garden	www.walledgarden.com
e-volve	https://evolve.cityandguilds.com/login
EPA Pro	https://epa.cityandguilds.com/login

External links	
Apprenticeship Standards	https://www.instituteforApprenticeships.org/Apprenticeship- standards/
Institute for Apprenticeships Technical and Education (IfATE)	https://www.gov.uk/government/organisations/institute-for-apprenticeships-and-technical-education
Education and Skills Funding Agency (ESFA)	www.gov.uk/government/organisations/skills-funding-agency

## Contact us

Giltspur House 5-6 Giltspur Street London EC1A 9DE general.enquiries@cityandguilds.com
01924 930 801
www.cityandguilds.com

#### **About City & Guilds**

Since 1878 we have worked with people, organisations and economies to help them identify and develop the skills they need to thrive. We understand the life changing link between skills development, social mobility, prosperity and success. Everything we do is focused on developing and delivering high-quality training, qualifications, assessments and credentials that lead to jobs and meet the changing needs of industry.

We work with governments, organisations and industry stakeholders to help shape future skills needs across industries. We are known for setting industry-wide standards for technical, behavioural and commercial skills to improve performance and productivity. We train teams, assure learning, assess cohorts and certify with digital credentials. Our solutions help to build skilled and compliant workforces.

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